

**CHARTER SCHOOL RENEWAL CONTRACT**

**For the**

**WAUSAU SCHOOL DISTRICT**  
**ENRICH, EXCEL, ACHIEVE LEARNING ACADEMY**

**BY**

**THE WAUSAU SCHOOL DISTRICT**  
**Board of Education**  
**Wausau, Wisconsin**

**AND**

**ENRICH, EXCEL, ACHIEVE LEARNING ACADEMY**  
**GOVERNANCE COUNCIL, INC.**

**July 1, 2021-June 30, 2026**

**CHARTER SCHOOL CONTRACT BETWEEN**

**THE BOARD OF EDUCATION OF THE**  
**WAUSAU SCHOOL DISTRICT**

**AND**

**ENRICH, EXCEL, ACHIEVE LEARNING ACADEMY**  
**GOVERNANCE COUNCIL, INC.**

This Contract is intended to renew a contract originally made on the 1<sup>st</sup> day of August, 2007 by and between the Board of Education of the Wausau School District, 415 Seymour Street, P.O. Box 359, Wausau, WI 54402-0359, (“BOE-WSD”) and the Wausau School District Enrich, Excel, Achieve Learning Academy (also known as EEA).

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

**Whereas**, the Wausau 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 Wausau School District, and

**Whereas**, on August 1, 2007, the Board of Education of the Wausau School District approved the District's entering into this Contract with Wausau Enrich, Excel, Achieve Learning Academy;

**Whereas**, the Wausau School District has established an official to serve as the District's administrator in implementing the provisions of s. 118.40, *Wisconsin Statutes*, and to carry out the District's oversight responsibilities under the statute; and

**Whereas**, it is the intention of the Board of Education of the Wausau School District to create educational partnership with EEA to bring quality educational services to the children of the Wausau School District, pursuant to the provisions of s. 118.40, *Wisconsin Statutes*; 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. To15.

**NOW THEREFORE,**

- A. As contemplated under s. 118.40, *Wisconsin Statutes*, the Board of Education of the Wausau School District, hereby seeks to continue the Charter School to be known as the Wausau Enrich, Excel, Achieve Learning Academy.
- B. The Superintendent, on behalf of and with the approval of the Board of Education of the Wausau School District, hereby establishes this Contract with the Wausau Enrich, Excel, Achieve Learning Academy Governing Board, and thus hereby authorizes the continued 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 Wausau School District and the Wausau Enrich, Excel, Achieve Learning Academy, 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 Wausau School District.
- 3) "Superintendent" means the Superintendent of Schools of the Wausau School District or any designee of the Superintendent.
- 4) "Office" means the Office of Charter Schools in the Wausau School District, and for the purposes of this contract, is a designee of the Superintendent.
- 5) "Charter School" and "School" mean a school to be known as the "Wausau Enrich, Excel, Achieve Learning Academy," which is an instrumentality under the control of the Wausau School District.
- 6) "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.
- 7) "Department" means the Department of Public Instruction of the State of Wisconsin.
- 8) "District" means the Wausau School District, as well as any successor to it that may have jurisdiction over or statutory duties with respect to the Charter School.
- 9) "Charter School Operator" means the EEA Learning Academy Governance Council.
- 10) "Parties" means the Board of Education of the Wausau 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/her designee, shall exercise all oversight responsibilities as set forth in this Contract.

Section 2.3 Charter School Operator. Enrich, Excel, Achieve Learning Academy Governance Council, Inc. is responsible and accountable for performing the

duties and responsibilities associated with the Charter School established under this Contract.

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

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

Section 3.1 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) The Superintendent of Schools, on behalf of the Board of Education, seeks to continue the Charter School within the District.
- 2) Governance:

The Governance Council will abide by rules and regulations as set forth in the by-laws including the following:

The Governance Council shall consist of not less than five (5) and not more than fifteen (15) persons, each serving a two-year term. Representation on the Governance Council is open to teachers, parents, community members, and business representatives. The Governance Council shall be comprised of no more than forty-nine percent (49%) current employees of the Wausau School District at any one time. Two EEA staff will serve as voting members of the Governance Council. The Governance Council may have up to four (4) members who are students currently enrolled in the Charter School who will be non-voting members. In addition, an administrative liaison assigned to the Charter School by joint agreement of the Governance Council and the Wausau School District will be a non-voting member of the Governance Council.

An annual meeting of the Governance Council shall be held in September of each year. The agenda for such annual meeting will consist of the election of the new Governance Council members, the election of Officers, the approval of a tentative budget for the upcoming fiscal year, and such other business as may come before the Governance Council. In addition to the Annual Meeting, regular meetings of the Governance Council shall be held once a month from September through June, except in special circumstances.

The EEA Learning Academy Governance Council shall have autonomy and decision-making authority over:

- a. Budget expenditures of allocated budgets, grant funds, and funds donated specifically to the Charter School
- b. Calendar and daily schedule
- c. Curriculum and instruction
- d. Policies and procedures specifically unique to the daily operations of the Charter School that are not addressed in existing District policies
- e. Marketing, registration and enrollment in conjunction with District personnel
- f. Charter School operations and procedures
- g. Staff members (except for hiring decisions as outlined below in 4a and 4b)

The EEA Learning Academy Governance Council has all the powers necessary to carry out the terms of this contract, including:

- a. Receiving and disbursing funds for school purposes
- b. Securing appropriate insurance
- c. Entering into contracts, including contracts with institutions of higher education for technical or financial assistance, academic support, curriculum review or other services
- d. Pledging, assigning or encumbering its assets to be used as collateral for loans or extensions of credit
- e. Soliciting and accepting gifts or grants for school purposes
- f. Acquiring real property for its use
- g. Suing or be sued in its own name

### 3) Administration:

Daily administration of the Charter School will be the responsibility of the EEA Learning Academy Principal, who will be a member of the District administrative leadership team and subject to the District evaluation process.

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, accounts payable, accounting, bookkeeping, risk management auditing, liability insurance, cash management, payroll, benefits administration, labor relations, staffing, enrollment, pupil services, record-keeping, and pupil testing.

### 4) Teachers

- a. 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 and will be subject to the District Employee Handbook.

- b. When Charter School teacher vacancies occur, the Charter School Operator will collaborate with the District to fill the vacancy. Staff vacancies will be filled through a process that includes Charter School teacher representation as part of the interview team, and approval of the Governance Council. Final recommendations will be made to the Director of Human Resources, the Superintendent, and the Board of Education. The number of teachers and staff members assigned to the Charter School will be determined by the District in consultation with the Governance Council and will be determined no later than April 15 of the preceding school year.
- c. Staff shall be evaluated for job performance as required by the District. The Principal will conduct such evaluations.

5) Mission and Vision:

The mission of EEA Learning Academy is to promote student success by providing a learner-centered education built on the formation of trusting relationships.

The vision of EEA Learning Academy is students and families connected to success.

6) Students Served

The Charter School will serve students in grades 6-12.

7) Location

The Charter School will be located in a District-owned building or in a suitable leased facility located within the geographic boundaries of the District upon mutual agreement of the District and the Charter School Governance Council.

8) Student Academic Performance and Progress

- a. The educational program offered to students may be a hybrid of computer based, teacher-led and project-based school work. All school work will meet the requirements of the State of Wisconsin and the Wausau School District in terms of standards and benchmarks. Student coursework will be assigned based on the individual needs of the student within the framework established by the school.
- b. 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)® 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.

- c. With respect to examinations under ss. 118.30(1m) and 121.02(1)(r), the Parties hereby agree that, the Governance Council may develop or adopt any of its own examinations (in addition to the Department's examination(s) for administration to the District's pupils, and/or the Charter School's students.
  - d. Assessments will include any performance evaluation required by the DPI and/or deemed necessary by the District and the Governance Council.
  - e. Academic Performance: Baseline data will be compiled through existing district, school, and classroom records prior to implementation of the educational program. Common achievement measures will be used including state required assessments. Data will be tracked for grade level cohorts, individual students and disaggregated populations of students. Student academic indicators (i.e. grade point average, credits attempted/earned) will be tracked and ongoing progress on Individual Learning Plans will be monitored.
- 9) Other obligations of the Charter School Operator under section 118.40, *Wisconsin Statutes*.
- a. The Charter School will follow all health and safety guidelines, policies, and rules, established now or in the future, by the Wausau School district. This will include, but is not limited to, staff development and training in health and safety, 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.
  - b. Enrollment in the Charter School is voluntary and open to all students in the Wausau School 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. Application and enrollment information will be made available in Hmong and Spanish, our two major language groups, in addition to English. Because there has been a hesitancy in the past for parents of Hmong students to enroll, outreach to local community organizations representing a diverse population, such as the local Hmong Association will occur on at least a yearly basis. Referring schools will also be reminded on a yearly basis to assess the ethnic diversity of students they refer to EEA Learning Academy.
  - c. The requirements for new student admission to the Charter School: Any student wishing to attend the Charter School and meeting enrollment criteria, may make an application according to timelines published by the Charter School. If the number of persons seeking admission exceeds the capacity of the open seats

available at the end of the open enrollment period as established by the State of Wisconsin, then a lottery shall be conducted to select the individuals who will be assigned the open seats. To be eligible for admission through this lottery placement process, individuals must have submitted complete and valid enrollment applications by the established registration date.

- i. Exemptions from the lottery shall be granted to students currently attending the Charter School and siblings of students currently attending the Charter School.
    - ii. Exemptions may be granted to children of personnel working at the Charter School or Governance Council members, not to exceed 10% of the school's total enrollment.
  - d. Students who then qualify for the lottery will be drawn by the Charter School Principal and one Governance Council member, two weeks after the registration deadline has passed.
  - e. If enrollment is not at capacity by the end of the open enrollment period and therefore does not require a lottery, students will be enrolled on a first come, first served basis.
  - f. The Charter School will not be required to admit any student who is under a current expulsion order from a school district.
  - g. Students cannot be placed at the Charter School by the District.
- 10) Exemptions from School Board Policy

The Charter School will be exempt from the following district policies:

- 3105 Budget Planning Allocation
- 5030 4<sup>th</sup> and 8<sup>th</sup> Grade Promotion
- 5520 Early Graduation
- 6100 Calendar
- 6120 Class Size Guidelines
- 6200 Program Evaluation, Development, and Implementation

11) Exemptions from Regulation Variations

Charter schools are exempt from certain state requirements, (chapters 115-121), regarding public education, unless specifically referred to in state statute. EEA Learning Academy will take the following state exemptions in order to maximize the flexibility afforded to charter schools by state law:

- a. 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 Governance Council will establish the school's schedule.

- b. 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 6-12. The Charter School's Governance Council will establish a schedule for their 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.
- c. 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 may include computer-based and online curriculum along with teacher led and project-based learning. A general selection of library resource material has been built through 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.
- d. 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 instructional design. Students set their own pace for learning. Community involvement is integral and often learning occurs in a non-traditional manner.

## 12) Annual Audit

### a) Financial:

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

### b) Programmatic:

As the EEA Principal participates as part of the District Administration Team, and as a Title I School, the principal will

provide information at a minimum of a yearly basis to the district. This information will include attendance data, academic data including standardized testing and other assessments, as well as credit and graduation data. In addition, due to the unique nature of the student population, qualitative data on the impact of the school will be presented as well. The principal participates fully in the District Administration's yearly focus on goals related to the District's Whole Child, Whole Wausau Plan.

13) Student Actions and 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.

14) Under s. 118.40(6), *Wisconsin Statutes*, no pupil may be required to enroll in 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 or may apply for admission to another school district through the open enrollment program.

15) The Charter School is an instrumentality of the Wausau School District and as such is covered under the District's general liability policy. The limits of the district's general liability policy will be the same as for other schools, therefore the charter school does not carry any additional policies.

Section 3.2 Nonsectarian Practices The Charter School shall be nonsectarian in all its programs, admissions policies, employment practices, and all other operations.

Section 3.3 Tuition To the extent provided in Chapter 118.40, *Wisconsin Statutes*, the Charter School shall not charge tuition.

Section 3.4 Anti-discrimination The Charter School is a public school and shall not discriminate against any student on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, or emotional learning.

Section 3.5 Special Education Services The District will provide special education services to any qualified student 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. 14001485 et seq.;
- 6) 20 U.S.C. s. 1232(g) of the General Education Provisions Act, 20 U.S.C. ss. 1221-1234i;
- 7) Drug-Free Workplace Act, 41 U.S.C. 701 et seq.;
- 8) Asbestos Hazard Emergency Response Act, 15 U.S.C. ss. 2641-2655;
- 9) Every Student Succeeds Act (ESSA) of 2015 and its implementation regulations.

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 Child Succeeds Act of 2015 (the “ESSA”) is applicable to the Charter School, the School agrees that they will comply with the responsibilities and obligations of the accountability provisions as specified under the ESSA or its implementing regulations established by the U.S. Department of Education, which currently include participating in statewide assessments, meeting the state adequate yearly progress definition, meeting public and parent reporting requirements, implementing school sanctions if the School is identified for school improvement, and meeting the highly qualified teachers and paraprofessional requirements.

Section 4.2 Non-Profit Status The Charter School shall be created, maintained, and operated by the District under chapter 118, *Wisconsin Statutes* and under contract with EEA Learning Academy Governance Board.

Section 4.3 Background Screening The Charter School’s employees and any 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 District policy.

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. 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 return for the state aid generated by the Charter School, the District agrees to provide an annual District per pupil allocation for each student enrolled as of the second Friday in January. In addition, a sum established on an annual basis will be provided to the Charter School for curriculum support services in lieu of the assignment of program specialist teachers (Art, music, etc.). The amount of funds provided to the Charter School shall be commensurate with funds provided for similar services at other district high schools, and supporting the Charter School at the same rate as other high schools. The District will allocate any federal formula funds for which the Charter School is eligible (e.g. Carl Perkins, ESEA, etc.) to the Charter School according to funding guidelines. The District in accordance with its established policies and contractual agreements will pay all salaries and benefits for Charter School employees.

The Charter School shall be eligible to receive remedial services, IT services, 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 schools in the District.

The District has made an ongoing commitment to continue to fund and support this school. The Charter School's Governance Council will assume responsibility for approving the Charter School's annual operating budget, grant applications, and fundraising activities. The Governance Council will be allowed to manage an incidental budget account of no more than \$500 in accordance with District policies and procedures.

#### 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.

#### Section 4.7 Transportation:

Transportation will be provided to daily classes at the Charter School for any students commensurate with District policies and rules, via District transportation to the student's home school. In addition, students shall be eligible for public transportation provided by the District from the home to the Charter School, limited to availability of Metro Ride routes.

#### Section 4.8 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 4.9 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 4.10 School Year Calendar:

The Charter School calendar for each school year shall adhere to the opening and closing dates of the Wausau School District's adopted calendar. Other dates of operation should be submitted to the District for notification purposes as per 121.006(2) and 121.02(1)(f), *Wisconsin Statutes*.

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 Office.

Section 4.12 Duration of Contract:

This contract will be for a period of five (5) years, from July 1, 2021 to June 30, 2026, to be renewed by mutual agreement of the Parties. The Charter School will report to the Board of Education on a yearly basis to share data on academic progress and provide an update on the Charter School.

**ARTICLE FIVE  
JOINT RESPONSIBILITY OF THE PARTIES**

The Parties agree to take the following actions:

Section 5.1 Performance Evaluation of Certain Subjects:

- 1) The District shall evaluate the performance of the Charter School in the areas of leadership, strategic planning, student, stakeholder and market focus, information and analysis, process management, and organizational performance results. A description of the specific measures that shall be used to evaluate such areas shall be provided to the Charter School annually, no later than 60 days prior to the start of each academic year. These measures will be constructed by a joint District and

Charter School team composed of two District members and two Charter School members.

- 2) The Charter School shall provide to the Office the following required reports, at the times described below:
  - a. School Improvement and Accountability Plan. The Charter School must provide School Improvement Plan to the Office by November prior to each year of operation of the Charter School. The plan should identify areas that staff will be working to improve and describe the methods to be used in attaining that improvement.
  - b. Annual Accountability Plan. If the Charter School has not made Adequate Yearly Progress (“AYP”) under the ESSA, as determined by the state of Wisconsin, the Charter School shall, no later than August 1, submit to the Office for approval a school accountability plans that sets forth, in measurable terms, goals for improving student achievement and academic progress for the coming year. This plan shall include a detailed description of how the Charter School will implement responsive and/or corrective requirements of the ESSA in the following school year.
  - c. Annual School Accountability Progress Report. If the Charter School has not made Adequate Yearly Progress (“AYP”) under the ESSA, as determined by the State of Wisconsin, the Charter School shall, no later than June 30, submit a school performance report to the District which states how the School has made progress on the goals identified in the school accountability plan established the prior year. This report shall include a description of how the Charter School is, or is not, meeting the State of Wisconsin’s definition of Adequate Yearly Progress under the ESSA and, if the Charter School has not made AYP in the past, a detailed description of the Charter School’s compliance with the responsive and/or corrective requirements of the ESSA in the prior year.

## **ARTICLE SIX NOTICES, REPORTS, AND INSPECTIONS**

### Section 6.1 Notice of Annual Budget:

The Charter School shall provide the Office with a copy of the proposed annual Charter School budget for the upcoming academic year immediately preceding the beginning of each such academic year. Reconciliation of the budget must meet with approval of both parties.

### Section 6.2 Other Notices:

- 1) **Agendas and Meetings**: The Charter School shall provide to the Office agendas and notice in advance of all meetings of the Charter School Governance Council

and will comply with all open meeting requirements as set forth by the state of Wisconsin.

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

## **ARTICLE SEVEN MISCELLANEOUS PROVISIONS**

### Section 7.1 Code of Ethics:

A member of the School Board, the Charter School Operators, and any member of the Charter School Governance Board of the Charter School directly related to the implementation of the terms and conditions of this Contract, (together “the board members”) shall be subject to the following code of ethics:

“Nominal 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 Governance Board, or expenses paid for services as a Board member, or hospitality extended for a purpose unrelated to Charter School business.

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

- 1) No 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 nominal value for the private benefit of the Board member, his/her immediate family or any organization with which the Board member is associated.
- 2) No Board member may solicit or accept from any person or organization anything of value pursuant to an express or implied understanding that his/her conduct of Charter School business would be influenced thereby.
- 3) No Board member may intentionally use or disclose confidential information concerning the Charter School in any way that could result in the receipt of

anything of value for himself/herself, for his/her immediate family or for any other person or organization with which the Board member is associated.

- i. If a Board member, a member of a Board member's immediate family, or any organization with which a Board member is associated, proposes to enter into any contract or lease with the Governance Council that may within any 12-month period involve payments of \$3,000 or more derived in whole or in part from payments made pursuant to s. 118.40(2r)(e), *Wisconsin Statutes*, such Board member shall be excused from, and shall not participate in, any dealing, discussion, or other position of approval or influence with respect to the Governance Council's entering into such contract or lease; provided, however, that such Board member may be part of a discussion concerning such proposed contract or lease for the limited purpose of responding to Board inquiries concerning such contract or lease.
- ii. Provided that the Board member is not in a position to approve or influence the Governance Council'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 Board member may enter into a contract or lease described in Section 7.2(4)(a) if the Board member shall have made written disclosure of the nature and extent of any relationship described in paragraph i. immediately preceding to the Office.

#### Section 7.2 Protocol for Transferring to Other Settings

The Charter School will develop a plan to provide any incoming setting with all necessary student information to ensure a successful transition.

### **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 Adequate Yearly Progress, as determined by the State of Wisconsin and federal law for three (3) consecutive years.
- 2) The School has failed to comply with generally accepted accounting standards of fiscal management with respect to the Charter School;
- 3) The Charter School has failed materially to comply with Applicable Law;
- 4) The Charter School has violated section 118.40, *Wisconsin Statutes*; or



- 5) 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 9.1 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.
  - a) If the District shall elect to exercise superintending control pending investigation of the pertinent charge, the District shall give the School written notice of the investigation, shall commence such investigation immediately, shall permit the 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 School in writing either a notice of immediate termination on the basis set forth in this Section 9.2, or a notice of an Event of Default and an opportunity to cure pursuant to Section 9.2(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 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.
  - a) If the 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 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 Charter School has lost its right to occupy all or a substantial part of its physical plant and cannot occupy another suitable facility, at a cost deemed reasonable by the Charter School Operator, before the expiration or termination of its right to occupy its existing physical plant;
- 3) The District defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.

### 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 Events 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.
  - a) 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 bases for termination to ensure that such bases are bona fide. Such review shall be completed promptly and, within 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 bases for termination are not in fact bona fide.
  - b) If such results of the review and the Superintendent's determination are not delivered to the Charter School in writing within 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 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 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 until July 31, 2026.

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 full months prior to the beginning of the fourth full school year of the operation of the Charter School under this Contract. The measures for evaluation shall be derived from the following sources:

- a. State of Wisconsin and Federal Statutes except where excluded by this contract
- b. Charter School Contract
- c. Charter School Improvement Plans
- d. Charter School Annual School Accountability Plans
- e. Charter School Annual School Accountability Progress Report
- f. Governance Council By-Laws and Meeting Minutes
- g. Charter School Curricula
- h. Results from any State and District assessments given to Charter School students.

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 issues identified through the review. The results of the review, the Charter School's plan to correct any negative issues, and the results of the action plan implementation shall serve as the basis for the District to determine whether it will negotiate another Contract with the Charter School.

### 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.

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:

WSD Enrich, Excel, Achieve Learning Academy  
CO/Wausau School District  
415 Seymour Street  
P.O. Box 359  
Wausau, WI 54402-0359

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.

FOR THE ENRICH, EXCEL, ACHIEVE    FOR THE WAUSAU SCHOOL

LEARNING ACADEMY:

DISTRICT:

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Name

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Name

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Title

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Title

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