

CHARTER SCHOOL  
CONTRACT

Between

The School District of West Allis-West Milwaukee et al.

and

The Deeper Learning Virtual Academy Governing  
Board Inc.

June 1, 2025

**CHARTER SCHOOL CONTRACT**

**BETWEEN**

**The School District of West Allis-West Milwaukee et al.**

**AND**

**Deeper Learning Virtual Academy Governing Board Inc.**

**THIS CONTRACT** is made by and between the School District of West Allis-West Milwaukee et al. and the governing board of **Deeper Learning Virtual Academy**.

**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) 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; and

**WHEREAS**, the District is authorized by Wis. Stat. §118.40(8) to enter into an agreement with an entity to authorize a virtual 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:

## ARTICLE ONE: 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:

- a. **"Administrators"** means the administrative team of the Charter School.
- b. **"Applicable Law"** means all federal, state, and local laws now or in the future applicable to Wisconsin charter schools, including virtual charter schools.
- c. **"Charter School"** and **"School"** mean a school to be known as **Deeper Learning Virtual Academy** located at 7815 W. Lapham Street, West Allis, WI 53214.
- d. **"Charter School Administrator"** means the Administrator of the Charter School.
- e. **"Day"** shall mean a calendar day.
  - 1. The first day shall be the day after the event, such as receipt of a notice.
  - 2. 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.
- f. **"Department"** means the Department of Public Instruction of the State of Wisconsin.
- g. **"District"** means the School District of West Allis-West Milwaukee et al., as well as any successor to it that may have jurisdiction over or statutory duties with respect to the Charter School.
- h. **"Governance Board"** means the Board of Directors of the Charter School.
- i. **"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.
- j. **"Parties"** means the School District of West Allis-West Milwaukee et al. and the governance board of the **Deeper Learning Virtual Academy**, through their designated representatives.
- k. **"Superintendent"** means the Superintendent of the School District of West Allis-West Milwaukee et al. or any designee of the Superintendent.
- l. **"Teacher(s)"** means an appropriately licensed teacher(s) for the Charter School.

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## 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 the 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.

## **Section 2.6**

The District will be the fiscal agent for the Charter School pursuant to Wis. Stat. §66.0301.

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## **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 **Deeper Learning Virtual Academy** Board Inc. is the entity seeking to **amend** the Charter School.

### **Section 3.2**

The name of the person who will be in charge of the Charter School and the manner in which administrative services will be provided

The Charter School Administrator will supervise and coordinate the daily operations 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.

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.

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## **A Description of the Educational Program of the Charter School**

The Charter School will employ industry-standard asynchronous and synchronous instruction for delivering educational content to students. Teachers will utilize a learning management system (LMS) to facilitate student progress through standard-based curricula and materials; teachers will pull data from the LMS and other assessment applications to design and implement instructional support and intervention. Students will work asynchronously a majority (about 80 percent) of the time and collaborate with teachers and/or peers the rest (about 20 percent of the time).

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.

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.

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### **Section 3.4 The Methods the Charter School Will Use to Enable Pupils to Attain the Educational Goals under Wis. Stat. §118.01**

In order to attain the educational goals listed in Wis. Stat. §118.01, the Charter School will use a learning management system to provide students, families, and teachers with a structure for organizing school activities, instruction, and assignments. This system will also include the necessary technology to access the learning management system within the scope of what the District provides its other non-Charter schools. Curriculum for the Charter School will be collaboratively developed by the Charter Administrator, the Governance Board, and the District. The Governance Board will approve the final curriculum, which will adhere to state and federal requirements for high school graduation as well as other curriculum benchmarks and expectations set by the state and/or federal government.

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### **Section 3.5 The Method by Which Pupils' 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. The Charter School shall cause the testing data to be transmitted to the District in such form as the District shall customarily transmit such data.

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### **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 non-stock 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 their terms shall be set forth in the Governance Board bylaws. The Board may include, but is not limited to, parents or guardians of students, and community members. No more than a minority of the Board's members will be employees of the Charter School or employees or officers of the District.

- b. The Governance Board will meet on a regularly scheduled basis with a minimum of six 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 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 A and B.
- g. In addition to the role of parents on the Governance Board, the Charter School will have a parental advisory board that will meet five times a year and will include at least four parents who represent students enrolled in grades 6-12.

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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**

- a. The Charter School shall be an instrumentality of the District, and all Administrators, Teachers, and staff shall be employees of the District.
- 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 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 relevant days of professional development specific to the educational program implemented by the Charter School for professional development mandated by the District, as determined by the District.

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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 drills on evacuation in the event of a fire, tornado, armed intruder, or other hazards.

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### **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**

- a. 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.
- b. Information on the Charter School will be distributed through newspaper articles, District mailings, brochures, parent-teacher conferences, and the District's website with the 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 underrepresented or at risk in the Charter School's pupil population.

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### **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 6th to 12 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. During the first year of this contract, the Governance Board will submit the enrollment limit to the District by June 1, 2021. 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 Education Act, placement will be determined by the IEP team in accordance with federal law.

c. 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.

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### **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 by the District.

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### **Section 3.12 The procedures for disciplining pupils.**

The Charter School will adhere to the discipline policies of the District and this will be reinforced through a student/family handbook that states this policy.

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### **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 as outlined within Board policies.

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

The Charter School's physical facility will be staff offices located at 1117 S. 104th St., West Allis, 53214. This office space is owned by the District and will be provided to the Charter School free of charge. Maintenance and liability insurance of this office space is the responsibility of the District and will be consistent with the maintenance and liability insurance provided to all schools within the District.

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

The parties agree that the establishment of the Charter School shall have no effect on the liability of WAWM other than those obligations specifically undertaken by WAWM under this Contract.

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**ARTICLE FOUR: EXEMPTIONS FROM REQUIREMENTS**

**Section 4.1**

The Charter School will take all allowable exemptions provided by Applicable State Law 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, graduation requirements, and attendance.

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**Section 4.2 How the Charter School will create, monitor, adopt, and seek waivers for policies.**

The Charter School Governing Board has full authority to create and monitor the mission and philosophy of the school and to set forth the policies, rules, and procedures of the school. The Governing Board oversees and supports the fulfillment of these operations and policies. WAWM policies adopted or amended by WAWM will be reviewed for potential requests for waiver by the Charter School Governing Board. The Charter School Governing Board may request waivers after review of new or amended policies by submitting proposed replacement policies for WAWM's review and approval. Unless any WAWM policies are waived, all WAWM policies will apply.

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**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. They 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 District for maintaining decorum in the online space and on-site to provide an appropriate educational and safe environment for all staff and students.

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## **Section 5.2**

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

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## **Section 5.3**

The Charter School shall not charge tuition.

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## **Section 5.4**

The Charter School is "located" in The School District of West Allis-West Milwaukee et al., pursuant to Wis. Stat. §118.40(8)(a).

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## **Section 5.5**

The teacher assigned for each online course in the Virtual Charter School shall be appropriately licensed for the grade level and subject taught pursuant to Wis. Stat. §118.40(8)(b).

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## **Section 5.6**

Pursuant to Virtual Charter School requirements under §118.40(8), the Charter School shall:

a. Make Instructional Staff responsible for all of the following for each pupil the Instructional Staff teaches:

- Improving learning by planned instruction.
- Diagnosing learning needs.
- Prescribing content delivery through class activities.
- Assessing learning.
- Reporting outcomes to administrators and parents/guardians.
- Evaluating the effects of instruction.

b. Provide educational services to its pupils for at least 150 days each school year.

c. Ensure that its Teachers can provide direct pupil instruction for at least the applicable number of hours specified in Wis. Stat. §121.02(1)(f) each school year.

d. Ensure that its Teachers respond to inquiries from pupils and parents/guardians by the end of the first school day following the day on which the inquiry was received.

e. Ensure that a parent advisory council is established.

f. Inform the parents/guardians of each pupil attending the Charter School, in writing, how to contact the members of the District Board of Education, the Superintendent, the members of the Governance Board, and the members of the Parent Advisory Council.

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### **Section 5.7 Special education and related services.**

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 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.

- a. The District shall remain the Local Educational Agency for all students who qualify for an individualized educational program under IDEA.
- b. 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.
- c. The Charter School shall comply with Applicable Law, which may change and include, but is not limited to:
  - Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d-2000d-7;
  - Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq.;
  - Age Discrimination Act of 1985, 42 U.S.C. §6101 et seq.;
  - Section 504 of the Rehabilitation Act of 1974, 29 U.S.C. §794, and the Americans with Disabilities Act, 42 U.S.C. §§12101-12213;
  - Individuals with Disabilities Education Act, 20 U.S.C. §1400-1485 et seq.;
  - 20 U.S.C. §1232(g) of the General Education Provisions Act, 20 U.S.C. §1221-1234i;
  - Drug-Free Workplace Act, 41 U.S.C. §701 et seq.;
  - Asbestos Hazard Emergency Response Act, 15 U.S.C. §2641-2655; and
  - 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.

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### **Section 5.8**

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 5.7, 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, 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.

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### **Section 5.9**

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 that there is nothing in the disclosed background of the employee or volunteer that would render them unfit to teach or otherwise have access to pupils of the Charter School. This includes, but is 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.

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### **Section 5.10**

In return for state aid generated by the Charter School, the District agrees to provide an annual allocation prorated per student for students enrolled in the Charter School as of the Third Friday of September as well as a school base per the District's determination. The Parties will review and renegotiate the allocation per student annually, with the minimum amount being determined before 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.

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### **Section 5.11**

Not less than 45 days after the close of the open-enrollment period for students in the Charter School, the Charter School shall provide the District with a written report on the number of students who have been admitted to and are attending the Charter School. This report shall contain an estimate of the average daily membership in the Charter School during the immediately succeeding school year and a forecast of revenues and expenditures for the next fiscal year.

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### **Section 5.12**

For the purposes of funding this Contract, the District shall retain federal, state, and other categorical aid received for students attending the Charter School, in addition to the annual allocation paid to the Charter School per Section 5.10. If the District agrees to seek a grant or other monies on behalf of the Charter School, those funds shall be allocated directly to the Charter School.

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### **Section 5.13**

The Charter School shall comply with all financial, budgetary, and accounting requirements set forth by the District as specified in writing from time to time. The Charter School shall annually submit to the District a budget prior to the start of the Charter School's fiscal year. The Charter School shall provide a financial report to the District not less than once every three months and shall submit an annual audit report to the District, prepared by an independent, certified public

accountant, by November 1 of each year. The audit shall comply with Generally Accepted Accounting Principles (GAAP).

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#### **Section 5.14**

The District shall provide all required student information systems software, financial reporting software, and other technologies for use in the Charter School and necessary to comply with Applicable Law, policies, rules, and procedures.

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#### **Section 5.15**

The Charter School shall provide or arrange for the provision of health and social services, including student health and wellness programs, to pupils attending the Charter School.

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#### **Section 5.16**

All books, records, documents, and data of the Charter School, including student records and employee records, shall be maintained by the Charter School in a secure manner at the Charter School and shall be made available to the District upon request.

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#### **Section 5.17**

The Charter School and District agree to fully cooperate with each other on all matters pertaining to this Contract and to use their best efforts to carry out the provisions of this Contract.

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#### **Section 5.18**

The Charter School shall maintain appropriate insurance coverage as specified by the District. This includes liability insurance, workers' compensation insurance, property insurance, and any other insurance required by law or deemed necessary by the District.

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#### **Section 5.19**

The Charter School shall comply with all Applicable Law relating to the health, safety, and welfare of its students and staff, including but not limited to the reporting of child abuse and neglect.

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#### **Section 5.20**

The Charter School shall comply with all Applicable Law relating to nondiscrimination and equal opportunity, including but not limited to Title VI of the Civil Rights Act, Title IX of the Education Amendments, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act.

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#### **Section 5.21**

In the event the Charter School is dissolved or this Contract is terminated, all property purchased with public funds provided by the District shall revert to the ownership of the District.

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**Section 5.22**

The Charter School shall comply with the District's student data privacy policies and procedures, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

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**Section 5.23**

The Charter School shall maintain a safe and orderly environment conducive to learning, and shall enforce a code of conduct that promotes respect, responsibility, and accountability among students and staff.

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**Section 5.24**

The Charter School shall promptly inform the District of any significant changes to its operations, including but not limited to changes in leadership, governance, or enrollment, that could impact the performance of the Charter School under this Contract.

## **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 the 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 and (II) that contemplates an aggregate liability of more than \$10,000 per fiscal year.

**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 has approved (or is 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 Charter School, but no less than 10 days) to review the document and deliver to the Governance Board a written statement approving or rejecting such contract. If the District does not object in writing to the proposed contract within such 30 days (or a shorter designated time frame), 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.

## **Section 6.2**

**a.** 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;
- (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 providers of educational management services and shall specify the methods and standards the Governance Board shall use to evaluate the performance of the third party.

### **b. Performance Evaluations:**

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.

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 the school.
2. Results of State Testing.
3. Results of the Annual School Report Card from the previous year.
4. Results of student growth (school-chosen adaptive test).
5. Results of Staff and Parent Engagement Surveys.

**c.** At the end of each school year during the term of this Contract, the Charter School 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.

In considering the 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, 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.

**d. 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.

**Tracy Fischer-Tubbs**

President, Governance Board

**Signature:** \_\_\_\_\_

**Date:** 1/5/21

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**Karen Fuerstenau-Zigman**

Vice President, Governance Board

**Signature:** \_\_\_\_\_

**Date:** 1/4/21

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**Aaron Norris**

Clerk, Governance Board

**Signature:** \_\_\_\_\_

**Date:** 1/5/21

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**Stephanie Emons**

President, District Board of Education

**Signature:** \_\_\_\_\_

**Date:** 1/4/21

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**Heather Justham**

Vice President, District Board of Education

**Signature:** \_\_\_\_\_

**Date:** 1/4/21

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**Gary Schultz**

Clerk, District Board of Education

**Signature:** \_\_\_\_\_

**Date:** 1/4/21