

CHARTER SCHOOL CONTRACT

BETWEEN

SCHOOL DISTRICT OF TURTLE LAKE  
Board of Education  
Turtle Lake, Wisconsin

and

LAKER ONLINE VIRTUAL CHARTER SCHOOL

JULY 2025

CHARTER SCHOOL CONTRACT  
BETWEEN  
SCHOOL DISTRICT OF TURTLE LAKE  
AND  
LAKER ONLINE VIRTUAL CHARTER SCHOOL

THIS CONTRACT is made by and between the School District of Turtle Lake and the governing board of the Laker Online Virtual 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) 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(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

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 Laker Online Virtual Charter School located at 205 Oak St. N, Turtle Lake WI 54889.
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 Turtle Lake, 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 Turtle Lake and Laker Online Virtual Charter School, through their designated representatives.
11. "superintendent" means the Superintendent of the School District of Turtle Lake or any designee of the Superintendent.
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 Governance Board of the Laker Online Virtual Charter School is the entity seeking to establish 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.

- 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, 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.

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

- a. The Laker Online Charter School shall provide an environment whereby students have the freedom to study at their preferred pace, time and place under the supervision of their parents(s) and Local Online Director. The Charter School will utilize an instructional delivery model in which instructions is done in the student's home. This may be accomplished through use of online courses. It will also utilize special techniques of course design, special instructional techniques special methods of communication by electronic and other technology, as well as organizational and administrative agreements. The Charter School will offer programming to students in grades Pre-kindergarten through 12<sup>th</sup>.
- 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.

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. Stats. §118.01, the Charter School will implement a curriculum which will empower students to master rigorous academic standards through an innovative learning environment. In addition to attaining the educational goals listed in Wis. Stats. §118.01, the Charter School shall meet or exceed such academic performance standards as may, from time to time, be established by the District. Without in any way limiting, or being limited by the foregoing, the Charter School shall at all times (i) observe the requirements of Wis. Stats. §118.40(8)(g) concerning pupil participation in the programs and curriculum of the Charter School and (ii) on the District's behalf, and in a fashion fully consistent with all Applicable Laws, at all times provide special education and related services to fulfill the educational goals of pupils with disabilities enrolled in the Charter School.

In order to attain the educational goals listed in Wis. Stat. §118.01, the Charter School will offer these key components of the Charter School's curriculum and instruction include:

- (1) Self-paced, individualized instruction highlighting students' areas of special interest;
- (2) Student-designed project-led learning;
- (3) Integration of technical writing and critical reading skills throughout the curriculum;
- (4) Emphasis on real life learning application through community involvement and integration of trade literature;
- (5) Pursuit of information technology utilizing programs outside the expected educational sector.

A Laker Online Director will serve as the instructional leader; make deep connections with students, and champion interdisciplinary, project-based, and problem-based learning.

Partnerships with parents and community leaders will provide expertise and/or mentoring opportunities.

Charter School faculty will be comprised of teachers who simultaneously embrace their roles as teachers and learners committing to:

- (1) Establish deep, lasting relationships with the students they serve;

- (2) Bridge learning between the classroom and our world;
- (3) Measure student progress in multiple real-world ways;
- (4) Provide a safe environment for student inquiry;
- (5) Engage student curiosity;
- (6) Build a continuous learning culture.

In addition to the foregoing, the following will play a key role in the Charter School:

- (1) Individual Virtual Learning Plans for each student;
- (2) Three (3) student-led conferences during the year;
- (3) Portfolio management/review system;
- (4) Weekly Communication with LEG;

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.
- b. In addition to the foregoing, the Charter School shall use any local progress measures promulgated by the District to measure pupil progress under §118.01. Such measures will include, but not be limited to the following:

Student Performance on the Forward  
 Parent/Teacher Conferences  
 Ongoing Teacher evaluation of student progress  
 Student self-evaluation of progress  
 Subject Area and Skill based Tests

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 nonstock nonprofit corporation. 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

- b. The Governance Board will meet on a regularly scheduled basis with a minimum of two 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;
  - 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 Exhibit A.

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 two days of professional development specific to the educational program implemented by the Charter School for professional development mandated by the District.

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 Charter School will use the resources of the School Resource Officer to ensure the health and safety of the pupils.



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 underrepresented or at risk in the Charter School's pupil population.

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 PK 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. 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.
- 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 by the District.

Section 3.12 The procedures for disciplining pupils.

The Charter School will adhere to the discipline policies of the District.

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. As a virtual charter school, the Charter School shall have no obligation to maintain a traditional school facility. Instructional staff shall be accessible to pupils enrolled in the Charter School at the times and in the manner required under Wis. Stat. §§ 118.40(8) (c)-(d). The virtual charter school provides educational services to its pupils for at least 150 school days each year. Pupils shall participate at the times and in the manner required under Wis. Stat. § 118.40(8) (g). The Charter School and the Charter School offices will be located in a School District of Turtle Lake building or suitable leased facility, or collaborative site.

The Governance Board will have the same liability insurance as the school district. 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.

A similar provision could be included for the District subject to all Applicable Laws including Wis. Stat. §893.80.

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, ventures, 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, graduation requirements, and attendance.

#### 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 the School District of Turtle Lake 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 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.
- 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 the 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.

- 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 aid 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 \$6,500 of the revenue received per student for the 2025-26 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.
- 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.
- 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 the Superintendent 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

- 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 District will not provide transportation to Charter School students.
- 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 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 found in the code of ethics in Wis. Stat. §19.41 et. seq.
- 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 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.

- 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 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 a 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 *[if the charter school is required to administer]*
  - 6. Results of Staff and Parent Engagement Surveys
- 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:
- 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 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.
  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 the authority granted under this Contract and/or under Wisconsin law.
- b. The number of students in the Charter School drops below one.
- 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 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 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 2025 and continue until June 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 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 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 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 Turtle Lake Board of Education  
William Muench - Board President  
1539 1 ½ 2<sup>nd</sup> street  
Turtle Lake, WI 54889

Superintendent of the School District of Turtle Lake  
Kent M. Kindschy  
1451 33<sup>rd</sup> St.  
Turtle Lake WI, 54889

Laker Online Virtual Charter School Governance Board  
Lyn Leopold - Board President  
1405 3<sup>rd</sup> street  
Turtle Lake, WI 54889

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:

Lyn Leopold

FOR THE DISTRICT BOARD OF  
EDUCATION:

William Muench

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Board President  
Title

Date

Krystal Brown

Signature

Vice President  
Title

Date

Board President  
Title

Date

Linda Flottum

Signature

Secretary  
Title

Date

b

## EXHIBIT A

The Governance board members are appointed and serve a one-year term. Members of the board will meet in the fall to approve the budget, staff, calendar and accountability plan. Board members are updated on enrollment and any major expenditures at future meetings.