

Date of Board Approval \_\_\_\_\_

**CHARTER SCHOOL CONTRACT  
BETWEEN**

**THE MILWAUKEE BOARD OF SCHOOL DIRECTORS**

**AND**

**ACADEMIA DE LENGUAJE Y BELLAS ARTES INC.  
for  
ACADEMIA DE LENGUAJE Y BELLAS ARTES (ALBA)**

**TABLE OF CONTENTS**

	Page
I. CHARTER SCHOOL RESPONSIBILITIES.....	2
A. The name of the person who is seeking to establish Charter School. ....	2
B. The name of the person who will be in charge of Charter School and the manner in which administrative services will be provided .....	3
C. A description of the educational program of the school .....	3
D. The methods the Charter School will use to enable pupils to attain the educational goals under Wis. Stat. § 118.01.....	4
E. The method by which pupil progress in attaining the educational goals under Wis. Stat. § 118.01 will be measured .....	4-6
F. The governance structure of the school, including the method to be followed by the school to ensure parental involvement.....	6-8
G. 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 school. ....	8
H. The procedures that the school will follow to ensure the health and safety of the pupils .....	8-9
I. The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the school district school-age population .....	9
J. The requirements for admission to the school .....	9-10
K. The manner in which annual audits of the financial and programmatic operations of the school will be performed.....	10-13
L. The procedures for disciplining pupils .....	13-14
M. The public school alternatives for pupils who reside in the Charter School attendance area and do not wish to attend or are not admitted to Charter School .....	14

- N. A description of the school facilities and the types and limits of the liability insurance that the school will carry ..... 14
- O. The effect of the establishment of Charter School on the liability of the MPS Board..... 15
- P. Nonsectarian ..... 15
- Q. Pupil tuition and fees ..... 16
- R. Nondiscrimination and Statutory Requirements ..... 16-17
- S. Background screening..... 17-18
- T. Right to inspect and receive requested information, reports and records ..... 18
- U. Calendar ..... 18
- V. Purchases..... 19
- W. Transportation and nutrition services..... 19-20
- X. Intergovernmental agreements..... 20
- Y. Local Education Agency responsibilities..... 20-21
- Z. Released time for religious instruction..... 21
- II. MPS RESPONSIBILITIES ..... 21
  - A. Attendance ..... 21
  - B. Payment..... 21-23
- III. TERM AND MODIFICATION OR TERMINATION OF CONTRACT ..... 23
  - A. Term..... 23
  - B. Modification..... 23-24
  - C. Termination..... 24-25
  - D. Legal status upon termination..... 25

IV. CONTRACT ADMINISTRATION, NOTICE AND PROVIDING  
OF INFORMATION ..... 25-26

V. STATUTES.....26

VI. MISCELLANEOUS ..... 26-27

VII. CHARTER SCHOOL PETITION/PROPOSAL .....27

VIII. APPENDICES ..... 27-28

**CHARTER SCHOOL CONTRACT  
BETWEEN  
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS  
AND  
ACADEMIA DE LENGUAJE Y BELLAS ARTES INC. for  
ACADEMIA DE LENGUAJE Y BELLAS ARTES (ALBA)**

**THIS CONTRACT** made by and between the Milwaukee Board of School Directors, (hereinafter, Board), 5225 West Vliet Street, P.O. Box 2181, Milwaukee, Wisconsin, 53201-2181, and Academia de Lenguaje y Bellas Artes Inc. for Academia de Lenguaje y Bellas Artes (ALBA), (hereinafter, Charter School) , Milwaukee, WI 53215.

**WHEREAS**, The Board is authorized to establish Milwaukee Public Schools (MPS) charter schools under the Wisconsin Charter School Law, Wis. Stat. § 118.40; and

**WHEREAS**, On April 27, 1999, the Board adopted Administrative Policy 9.12 and Administrative Procedure 9.12 relating to the establishment of MPS charter schools under Wis. Stat. §118.40 and creating an MPS Charter Schools Review Panel (CSRP) to review, evaluate and make recommendations to the Board with regard to petitions/proposals to establish MPS charter schools; and

**WHEREAS**, One of the methods by which the Board may lawfully establish a charter school is by granting a petition/proposal to establish a charter school that is signed by at least 50% of the teachers employed at an MPS school after a public hearing has been held to consider the petition/proposal within 30 days after receipt of the petition/proposal; and

**WHEREAS**, The Board received a petition signed by at least 50% of the teachers employed by Professional Learning Institute that contained all of the provisions required under Wis. Stat. § 118.40(1m); and

**WHEREAS**, The petition received from the employees of Professional Learning Institute proposes the establishment of an MPS charter school to be called Academia de Lenguaje y Bellas Artes (ALBA) that would be an instrumentality of MPS; and

**WHEREAS**, The CSRP reviewed and evaluated the petition and recommended to the Board that Academia de Lenguaje y Bellas Artes (ALBA) be established as an MPS charter school; and

**WHEREAS**, The Board held a public hearing on November 23, 2003 to consider the petition, taking into account the level of employee and parental support for the establishment of the charter school described in the petition and the fiscal impact on MPS of granting the petition; and

**WHEREAS**, The Board on December 16, 2003 after the public hearing, granted the petition to establish Academia de Lenguaje y Bellas Artes (ALBA) as an MPS charter school; and

**WHEREAS**, The Board on December 16, 2003 directed the MPS Department of Contracted School Services, in consultation with the Board’s designee and the Milwaukee City Attorney’s Office, to attempt to negotiate, and draft a contract with Academia de Lenguaje y Bellas Artes (ALBA) to create Academia de Lenguaje y Bellas Artes (ALBA); and

**WHEREAS**, The Board on April 22, 2004 approved a Contract thereby establishing Academia de Lenguaje y Bellas Artes (ALBA) Charter School; and

**WHEREAS**, The Board on June 25, 2009 voted to approve a five-year Contract beginning on the first regularly scheduled day of the 2009-2010 school year; and

**WHEREAS**, The Board on August 21, 2014 voted to approve a five-year Contract beginning on the first regularly scheduled day of the 2014-2015 school year; and

**WHEREAS**, The Board on February 28, 2019 directed the MPS Department of Contracted School Services, in consultation with the Board’s designee and the Milwaukee City Attorney’s Office, to attempt to negotiate and draft a five year contract with Academia de Lenguaje y Bellas Artes (ALBA); and

**WHEREAS**, This document represents the contract that has been negotiated and drafted and that contains all of the provisions required by Wis. Stat. § 118.40(1m)(b)1-15, as well as additional provisions; and

**WHEREAS**, Any reference in this Contract or Appendices to “principal” includes “school leader”; and

**WHEREAS**, The Charter School’s governing board on June 5, 2019 approved this Contract and authorized Brenda Martinez and Cristina Salazar to execute this Contract; and

**WHEREAS**, The Board on \_\_\_\_\_ approved an amendment to Section I.J. and Appendix A as required by the Wisconsin Charter Schools Program (“WCSP”) grant; and

**WHEREAS**, The Board on ~~June 27, 2019~~ \_\_\_\_\_ approved this Contract and authorized the Board President and the Superintendent to execute this Contract under the following terms and conditions:

**I. CHARTER SCHOOL RESPONSIBILITIES:**

**A. The name of the person who is seeking to establish Charter School.**

In accordance with Wis. Stat. § 118.40(1m), more than 50% of the teachers employed at Professional Learning Institute filed a petition with the Board on October 30, 2003 to establish Charter School.

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

Brenda Martinez, the person named in the Charter School petition (kept on file in the MPS Department of Contracted School Services and incorporated herein by reference as Appendix A), shall be the person in charge of Charter School (hereinafter, School Leader). The manner in which administrative services will be provided shall be in accordance with Appendix A.

There shall be a school governing body at Charter School that is authorized to approve the educational program at Charter School, as provided in Appendix A and in accordance with MPS Administrative Policy and Procedure 9.12: Charter Schools.

Charter School is not authorized to hire or fire any employees of Charter School, including the School Leader. Charter School may make recommendations with regard to the individual appointed to the position of School Leader consistent with MPS interview/appointment procedures and a Memorandum of Understanding (MOU) relating to Charter School Personnel, if any, that is negotiated and attached to this Contract as Appendix I and incorporated herein by reference. Charter School shall notify MPS of the name of any proposed replacement for the position of School Leader. A change in School Leader shall require an amendment to this Contract.

**C. A description of the educational program of the school.**

Charter School shall provide the educational program set forth in Appendix A. Charter School shall ensure that all classrooms are equipped with all materials, equipment and supplies required to provide the educational program set forth in Appendix A.

Except as otherwise explicitly provided by law or this Contract, or by MOU (Appendix I), if any, Charter School shall be exempt from MPS policies and procedures and the provisions of Chapters 115 through 121 of the Wisconsin Statutes. Charter School shall comply with any MPS policies, procedures and requirements included in Appendix B during the term of this Contract. If any MPS policies, procedures and requirements included in Appendix B are revised by the Board during the term of this Contract, MPS shall notify Charter School of any such revisions and Charter School shall have the opportunity to negotiate regarding these revisions.

Neither the Board nor the MPS administration shall operate the educational programs, professional development or make policy at Charter School, except as explicitly provided in MPS Administrative Policy 9.12: Charter Schools, and this Contract. Charter School reserves the right to determine professional development participation based on education programming at Charter School.

In the event Charter School wishes to change the educational program as identified in Appendix A, Charter School shall negotiate a contract amendment.



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

Charter School shall use the methods of instruction described in Appendix A to enable pupils to attain the educational goals listed in Wis. Stat. § 118.01. Charter School shall immediately notify MPS in the event a significant change in the methods of instruction is contemplated

**E. The method by which pupil progress in attaining the educational goals under Wis. Stat. § 118.01 will be measured.**

Charter School shall use the following local measures, assessments and standardized tests to measure pupil progress under Wis. Stat. § 118.01.

• PERFORMANCE INDICATORS AND PROMOTION/GRADUATION REQUIREMENTS

Charter School shall, at a minimum, follow the same promotion and graduation measures as all MPS non-chartered schools. Charter School shall follow the local promotional guidelines as outlined in Appendix A. Charter School shall issue diplomas consistent with the attainment of the graduation measures as identified in Appendix A. Charter School explicitly agrees to comply with the accountability and assessment provisions of all current state and federal laws and regulations as they are made applicable to MPS.

If Charter School chooses to implement an assessment plan that includes unique local learning or performance standards and additional assessments to measure pupil achievement, the standards must be measurable and assessed annually and the assessment results must indicate if a pupil Meets or Does Not Meet the standard(s). In addition, Charter School shall document the growth and trend data for pupil performance as related to the standard(s). Charter School's decision to implement unique standards and assessments shall not affect Charter School's obligation to comply with the Wisconsin Model Academic Standards, the Common Core Standards, federal, state, and district assessment measures.

Charter School may: (1) define the local curricular, learning or performance goals and the methods employed for determining pupil growth at Charter School; (2) establish a method for determining the baseline of pupil performance against which pupil achievement and growth will be measured; and (3) define the method for determining whether or not these goals have been met. Charter School may report all such data regarding local performance indicators in their annual pupil academic achievement report.

Charter School shall annually administer at each grade level all district-wide assessments in the same manner and time-frame as the MPS non-chartered schools.

Charter School shall annually administer the Wisconsin Student Assessment System (WSAS) test(s) as well as the WSAS alternate test(s) for eligible students with special needs and assessments for eligible English Language Learners (ELLs) in the same manner, time frame, and at the same grade levels as the MPS non-chartered schools.

Charter School shall, at a minimum, report the results of mandated assessments in the same format as MPS non-chartered schools. Assessments shall be administered and reported in accordance with the Charter School Annual Assessment Calendar, attached hereto as Appendix C and incorporated herein by reference, for each school year of this Contract.

All pupils will be included in the assessment process, with reasonable accommodations for pupils being made, if necessary, as set forth in the assessment guidelines for each assessment. Charter School shall include children with disabilities and ELLs in all federal, state, district, and local educational assessments, with appropriate accommodations where necessary, or in alternative assessments for those children who cannot participate in federal, statewide, district-wide or required local educational agency-wide assessments as set forth in the assessment guidelines for each assessment.

Charter School shall pay all costs associated with assessments administered to Charter School's pupils. Such costs shall not exceed the rate paid for such assessments administered by non-contracted MPS schools. The only exception to this obligation to pay for costs is for federal or state-required tests that are supplied at no cost to public schools.

Charter School shall develop and submit an annual pupil academic achievement report to MPS within 60 days of the receipt of the data. Such academic achievement report shall, at a minimum, include all related school assessment data, in the format provided by MPS, for each of the following applicable criteria.

1. Achieve a percentage of pupils in Charter School scoring proficient or advanced on the WSAS tests in English Language Arts that is the same as, or higher than, the percentage of pupils scoring proficient or advanced in corresponding grades in all MPS schools; and
2. Achieve a percentage of pupils in Charter School scoring proficient or advanced on the WSAS tests in mathematics that is the same as, or higher than, the percentage of pupils scoring proficient or advanced in corresponding grades in all MPS schools; and
3. Achieve a percentage of pupils in Charter School scoring proficient or advanced on the WSAS tests in science that is the same as, or higher than, the percentage of pupils scoring proficient or advanced in corresponding grades in all MPS schools; and
4. Achieve a percentage of pupils in Charter School scoring proficient or advanced on the WSAS tests in social studies that is the same as, or higher than, the percentage of pupils scoring proficient or advanced in corresponding grades in all MPS schools; and

Listed above are 4 criteria. Charter School pupils shall be deemed by the Board to have made sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01, or the academic performance criteria established by the Board, if Charter School meets at least 75% of the applicable performance items listed above that apply to Charter School.

In addition to the measures listed above, Charter School shall also meet the following applicable criteria:

5. Achieve a stability rate of pupils in Charter School that is the same as, or higher than, the stability rate of pupils in corresponding grades in all MPS schools. In this Contract, “stability rate” shall refer to the percentage of students (excluding the top grade) enrolled on the May count date of the first year that are still enrolled on the following year’s September count date; and

6. Achieve an average daily attendance rate of pupils in Charter School that is the same as, or higher than, the average daily attendance rate of pupils in corresponding grades in all MPS schools; and

7. Achieve a mobility rate of compulsory age pupils in Charter School (registered as of the September Third Friday Count) that is the same as, or lower than, the mobility rate of pupils in corresponding grades in all MPS schools. In this Contract, “mobility rate” shall refer to the percentage of students that enroll after the Third Friday in September (or, intake rate); and

8. Achieve a percentage of pupils promoted from grades 4 and 8 in Charter School that is the same as, or higher than, the percentage of pupils being promoted from the corresponding grades in all MPS schools.

Failure to meet criteria 5, 6, 7 or 8 alone shall not be grounds for termination of this Contract, but upon request Charter School shall provide MPS with its explanation of the cause of Charter School’s failure to meet these criteria.

**F. The governance structure of the school, including the method to be followed by the school to ensure parental involvement.**

#### INCORPORATION

As an instrumentality charter school, Charter School shall be established by the Board under Wis. Stat. §118.40, and such other applicable provisions of Chapters 115-121 of the Wisconsin Statutes, and maintained and operated under contract with the Charter School governing board. Charter School is incorporated as a non-profit non-sectarian corporation in the State of Wisconsin. Charter School shall immediately notify MPS in the event there is a change in Charter School’s status. Board reserves the right to terminate this Contract under III.C.2. due to a change in status.

Charter School has submitted its Articles of Incorporation, attached hereto as Appendix D and incorporated by reference, and Charter School's Bylaws, attached hereto as Appendix E and incorporated by reference. Any changes to Charter School's Articles of Incorporation or Bylaws shall require an amendment to the respective Appendix D or E of this Contract. Board reserves the right to terminate this Contract under III.C.2. if any change which materially affects Charter School is made to Charter School's Articles of Incorporation or Bylaws without an amendment to the respective Appendix D or E.

- GOVERNANCE STRUCTURE

Charter School shall comply with the provisions of Wis. Stat. §118.40(4)(ag). Charter School shall have an independent, autonomous governing board that is comprised, at a minimum, of 51% non-school/non-Board staff. Charter School's governing board is authorized to approve the educational program at Charter School, as described in Appendix A, and shall assist in the day-to-day operations of the school. The school governing board shall have authority regarding the selection and evaluation of school staff, subject to any MOU that has been negotiated and attached to this Contract. Charter School's governing board shall have the authority and responsibility to interview and recommend School Leader appointments. Charter School's governing board shall also have authority to participate in budget development and to sign off on the budget.

Charter School shall provide a list of the names of the individuals serving on the governing board of Charter School to MPS.

Charter School shall be responsible for notifying MPS whenever the membership of Charter School's governing board changes.

The governance structure of Charter School shall be that set forth in Appendix A.

Charter School shall abide by its Articles of Incorporation and Bylaws.

- PARENTAL INVOLVEMENT

Charter School shall employ the methods described in Appendix A to ensure parental involvement. Parental involvement shall be an integral component of Charter School.

- TITLE I REQUIREMENTS

If Charter School seeks Title I funding, Charter School shall comply with all of the rules and regulations applicable to that funding source, including completion of an Educational Plan and any other documentation required by Title I.

If Charter School fails to meet expectations under the Wisconsin Accountability System Metric, Charter School shall implement and be financially responsible for any interventions/strategies required based upon the school's status. Charter School shall be

financially responsible for such interventions/strategies in the same manner as non-contracted schools.

**G. 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 school.**

Charter School shall be an instrumentality of MPS and therefore, pursuant to Wis. Stat. § 118.40(7)(a), all personnel selected by Charter School shall be employed by the Board. Personnel of Charter School shall be subject to all of the provisions, including wages and benefits of the MPS Employee Handbook in the same manner as MPS non-contracted schools, except as outlined in an MOU (Appendix I), if any.

Staff shall be assigned to vacancies at Charter School in accordance with MPS interview/placement procedures and as set forth in an MOU (Appendix I), if any.

Charter School shall adhere to MPS' Administrative Policy 3.09(17), regarding Livable Wage.

Charter School, in collaboration with MPS, shall ensure that all instructional staff of Charter School hold a current and appropriate license or permit issued by the Wisconsin Department of Public Instruction (DPI) to teach assigned classes, in the same manner as a non-contracted school.

All Charter School staff shall have on file a current signed MPS Acceptable Use Policy prior to being granted access to a MPS internet account.

Charter School shall not enter into any contract or agreement with a third party for the operation or management of Charter School.

All human resource functions, including but not limited to, employment, staffing, employment relations, risk management, benefits, background checks, and preplacement physicals shall be conducted under the authority and control of MPS. MPS shall pay for costs, in the same manner as non-contracted MPS schools, incurred by MPS in performing these functions for Charter School.

All payroll functions shall be conducted under the authority and control of MPS. MPS shall pay costs, in the same manner as non-contracted MPS schools, for the payroll functions performed by MPS.

**H. The procedures that the school will follow to ensure the health and safety of the pupils.**

Charter School shall comply with all MPS policies included in Appendix B and all local, state and federal laws, codes, rules, and regulations that apply to public schools pertaining to health and safety. Charter School shall ensure that all of its pupils comply with Wisconsin immunization requirements.

Charter School shall provide safe and healthful facilities. The facilities shall comply with Wis. Stat. §§ 254.11-254.178 and any rule promulgated under those sections.

**I. The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the school district school-age population.**

Charter School shall use its best efforts to establish and maintain a racial and ethnic balance among its pupils. Charter School shall abide by its plan to welcome and recruit a student body diverse in race, language, economic status, and special education needs reflective of the school district population as referenced in Appendix A.

**J. The requirements for admission to the school.**

If Charter School imposes admissions requirements, those requirements shall be set forth with specificity in Appendix A and shall not be in conflict with Federal Charter School Program Requirements and shall not be modified except by mutual agreement. If Charter School does not have seats for all the students who apply during the application period(s), a random selection process (lottery) for enrollment shall be used. However, in accordance with Wis. Stat. §118.40(3)(g)2., Charter School shall give preference to pupils who were enrolled in Charter School in the previous school year and to siblings of pupils who are enrolled in Charter School. Charter School may give preference to children of Charter School's founders, governing board members and full-time employees, but the total number of such children given preference may constitute no more than ten percent (10%) of the Charter School's total enrollment.

Under no circumstance will Charter School initially enroll a child in a 3-year-old Kindergarten program unless the child is 3 years old on or before September 1. Under no circumstance will Charter School initially enroll a child in a 4-year-old Kindergarten program unless the child is 4 years old on or before September 1.

According to Wis. Stat. § 118.40, Charter School enrollment is voluntary. Charter School shall accept for enrollment any pupil, so long as ~~the language requirements are met,~~ there is space available, and the enrollment is otherwise in accordance with this Contract. ~~In accordance with Wis. Stat. § 118.40(4)(ar)(1), Charter School shall give preference in admission to any pupil who resides within the attendance area of the Walker Campus. The attendance area of Charter School shall be the same as that of the Walker Campus, unless modified by the Board.~~

Charter School shall maintain pupil database information on an MPS approved format in accordance with MPS administrative policies and procedures pertaining to each Charter School pupil, including, but not limited to the pupil's name, address, home phone number, place and date of birth, parent(s) or guardian, immunization records, ethnic background, school of last attendance, number of siblings, and emergency contact.

In addition, unless Charter School has received a written exemption from MPS, Charter School shall maintain pupil database information on an MPS approved format and as required by MPS, including, but not limited to the update of official transcripts, promotion, graduation, credit detail, diploma, and pupil attendance data. If Charter School receives a written exemption, all transcripts must be accompanied by a translation. Charter School shall place in each pupil's cumulative folder copies of the final report card and official transcripts. Charter School shall fully comply with the law regarding the confidentiality of pupil records as provided for in 20 U.S.C. §1232g, Family Education Rights and Privacy Act (FERPA) and its implementing regulations and Wis. Stat. § 118.125, and shall follow current MPS practice regarding student records. Charter School shall also be subject to all MPS school records retention guidelines and shall comply with retention schedules set forth in Administrative Policy 8.42 on Student Records.

Charter School shall submit in Appendix A, a plan that describes the means by which Charter School will include pupils with special education needs, including pupils whose special education needs are other than speech and language only, in Charter School's pupil population. MPS shall review annually with Charter School the enrollment of children with disabilities. Charter School shall make a commitment to serve children with disabilities whether such children are currently or newly identified as children with disabilities.

Charter School, as a public school, shall, through its policies and procedures, comply with all of the requirements of the Individuals with Disabilities in Education Act, 20 U.S.C. 1400 *et seq.* (IDEA), and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 *et seq.* (Sec. 504). Charter School shall provide a free appropriate public education (FAPE) to children with disabilities, including, but not limited to, identifying, evaluating, planning educational programs, and implementing placements in accordance with those Acts.

**K. The manner in which annual audits of the financial and programmatic operations of the school will be performed.**

- FINANCIAL MANAGEMENT AND AUDIT REQUIREMENTS

MPS shall have full access to all books and records upon reasonable notice during regular business hours throughout the calendar year.

Charter School shall operate and expend and account for funds in a manner consistent with the provisions of this Contract and the Charter School Annual Operating Budget attached hereto as Appendix F and incorporated herein by reference.

Subsequent annual operating budgets shall be submitted to MPS by April 30<sup>th</sup> and shall be incorporated herein as an amendment to Appendix F. Such annual operating budgets shall be comprehensive and shall use MPS approved format guidelines. Any amendment

to the annual budget shall be filed with MPS within 30 days from approval of the amendment by Charter School's governing board.

Instructional and instructional support costs shall be determined in accordance with the MPS Charter School Budget Format used by MPS, attached hereto and incorporated herein by reference as Appendix G.

Annually, Charter School shall submit a balanced budget for the funds provided under this Contract. The budget shall be prepared in accordance with the prescribed format attached as Appendix G and shall classify costs as instructional, instructional support, and noninstructional support costs.

Charter School may make reasonable changes to budgeted categories/sections in its annual budget; however, Charter School shall provide notice to MPS of any expenditure which deviates 10% or more in any budgeted category/section of the Charter School's Annual Operating Budget set forth in Appendix F.

Allowable costs will be defined in accordance with federal guidelines set forth in Office Management and Budget (OMB) Circular A-87 as amended.

Charter School shall expend and account for funds in a manner consistent with the provisions of this Contract, Appendix A and Appendix F. Charter School shall have full carry over of Board funds from one school year to the next. Charter School will have complete flexibility when it comes to budget adjustments as long as it maintains the bottom line.

Charter School shall not incur long-term debt.

Charter School shall maintain all financial records in compliance with state and federal guidelines and with generally accepted accounting principles (GAAP). Financial records shall include, but shall not be limited to, invoices, payroll records, timesheets and receipts. Charter School shall grant MPS or any authorized MPS representative full access to all books, records, and documents of Charter School upon reasonable notice during regular business hours throughout the calendar year, as well as the right to review Charter School's financial and audit records for a period up to three years following the expiration or termination of this Contract.

Charter School shall comply with all financial reporting as may be required by MPS.

Charter School shall provide for a financial audit of this Contract's first year's activities, and then provide for a financial audit report of activities on alternating school years of its contract term. Should the MPS review of submitted audit reports indicate a need, or should other conditions exist whereby MPS determines that a financial audit or limited financial review is necessary, outside of the aforementioned schedule, MPS will provide written notification to the Charter School of such – no later than August 1 following the



Contract year end. Charter School shall provide for such financial audit as requested by MPS and costs to be charged in the same manner as non-contracted MPS schools.

- ANNUAL FINANCIAL AUDIT

Charter School shall provide for an annual financial audit in accordance with the following:

Method 2

Charter School shall submit to MPS, within three months after the MPS fiscal year end, unless a written extension of time is granted by MPS, a complete set of audited financial statements, including Statement of Financial Position, Statement of Activities and Changes in Net Assets, and Statement of Cash Flows, together with full footnote disclosure prepared by an independent certified public accountant. The audit shall include a separate schedule detailing revenues and expenditures resulting from this Contract. The schedule of contract revenues and expenditures, and the auditor's opinion, shall be prepared in accordance with the approved MPS statement and opinion formats. The audit statements shall be prepared in accordance with GAAP and shall be prepared using full accrual accounting. The audit shall be conducted in accordance with generally accepted auditing standards (GAAS) and government auditing standards, issued by the Comptroller General of the United States. Notwithstanding any other provisions of this Contract, the Board reserves the right to terminate this Contract under paragraph III.C.4. should such auditor's opinions be anything other than unqualified.

Instructional, instructional support and noninstructional support cost classifications, for auditing purposes, shall be evaluated in accordance with the guidelines set forth in the most current version of the Wisconsin Uniform Financial Accounting Requirements (WUFAR), or its successor guidelines, available through the Wisconsin Department of Public Instruction (DPI), or any guidelines preapproved by MPS.

Single audit reports, prepared in accordance with the provisions of the OMB Circular A-133, if applicable, must be submitted to MPS within four months of the MPS fiscal year end.

All management letters and all other reports of an independent auditor transmitting reportable conditions or advice to management must be submitted to MPS within 15 days of receipt.

For informational purposes, Charter School agrees to submit to MPS within 15 days of receipt any audit, review, compilation, management letter or report of reportable conditions prepared by an independent certified public accountant in response to any other publicly funded program and any audit issued by any other government agency.

MPS reserves the right to contact Charter School or its auditors to request additional information, analysis, or clarification of financial statement information.

- **PERFORMANCE AUDIT REQUIREMENTS**

Charter School shall provide for an annual performance audit in accordance with the following method:

Method 2

Within 60 days after receipt of the academic achievement report data under this Contract, unless a written extension of time is granted by MPS, Charter School shall submit a report prepared by an independent certified public accountant, which report shall attest to the: a) accuracy, validity and reasonableness of academic achievement and programmatic results reported by Charter School to MPS; and b) Charter School's compliance with the financial, administrative, and performance provisions of this Contract. The attestation opinion shall be issued using the approved MPS format. The performance/compliance audit shall be conducted in accordance with generally accepted government auditing standards (GAGAS) including the attestation standards established by the American Institute of Certified Public Accountants and the MPS Minimum Audit Requirements. Additionally, the performance report shall provide a clear indication of whether Charter School met the academic performance criteria established by the Board. This performance information will be used in assessing any renewal options for a charter contract. The Board reserves the right to terminate this Contract upon receipt and review of the attestation report.

For every school year ending in an odd number, Charter School shall submit to MPS an independent auditors' attestation opinion which shall attest to pupil eligibility composition.

Additional audits may be conducted as required by federal and state financial assistance requirements and as identified in this Contract.

Charter School shall be responsible for the cost of all audits. Charter School is encouraged to explore possible cost saving options for all service functions, including audit services.

Charter School shall immediately report to MPS any pending or threatened litigation, including administrative proceedings, alleging violation of any applicable local, state and federal laws, codes, rules, or regulations by Charter School, its agents, board members, officers, employees, volunteers, contractors, or subcontractors.

**L. The procedures for disciplining pupils.**

- **DISCIPLINARY GUIDELINES**

Charter School has opted to use the following disciplinary guidelines:

Option 1

Charter School shall adhere to and comply with MPS Administrative Policies and Procedures relating to discipline and the guidelines as set forth in the MPS Parent/Student Handbook on Rights, Responsibilities and Discipline, which can be found on the MPS website.

Charter School shall contact MPS for the possible expulsion of any Charter School pupil. Charter School shall not expel any pupil except in accordance with the MPS Parent/Student Handbook on Rights, Responsibilities and Discipline and the applicable MPS policies and procedures. Charter School will be invoiced in the same manner as non-contracted MPS schools.

Charter School shall not discipline pupils protected under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 *et seq.* (sec. 504), the Individuals with Disabilities in Education Act, 20 U.S.C. 1400 *et seq.* (IDEA), and the American with Disabilities Act, 42 U.S.C. 12101 *et seq.* (ADA) unless Charter School complies with the requirements of those Acts.

Wis. Stat. § 118.31 which prohibits corporal punishment of pupils, shall apply to Charter School. Wis. Stat. §§ 118.32 and 948.50, which prohibit a strip search of a pupil, shall apply to Charter School.

**M. The public school alternatives for pupils who reside in the Charter School attendance area and do not wish to attend or are not admitted to Charter School.**

As required by Wis. Stat. § 118.40(6): “Program voluntary. No pupil may be required to attend a charter school without his or her approval, if the pupil is an adult, or the approval of his or her parents or legal guardian, if the pupil is a minor.” A pupil who is a resident of the City of Milwaukee, who does not choose to attend Charter School, may attend a school operated and managed by the Board in accordance with MPS Student Assignment Policies, as amended from time to time, so long as the pupil has not been expelled from school.

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

- FACILITIES

Charter School shall be located in such MPS facilities as may be approved by MPS. Facility operations including, but not limited to, capital improvements, replacements and repairs, shall be performed under the authority and control of MPS.

Although Charter School may be located in shared facility, Charter School shall have a unique identification number assigned by the Department of Public Instruction. For each Charter School located in a shared facility with another MPS school (traditional or

charter), the Charter School shall negotiate in good faith a shared usage agreement with the other MPS school, which shall be updated annually, to address issues of facility sharing, such as scheduling and use of shared space, security, etc. Each such Charter School shall abide by the terms of the shared usage agreement during the term of this Contract.

Charter School shall pay costs for the provision of the Charter School facilities and facility operations in the same manner as non-contracted MPS schools.

If Charter School is located in MPS facilities, such facilities shall be made available for public use in the same manner as MPS non-chartered schools. Programs and services offered to the community by MPS and other MPS offices shall have the ability and authority to operate at Charter School in accordance with MPS policies and procedures.

- **INSURANCE**

Charter School shall be operated in compliance with the Board's insurance and risk management programs and policies. All insurance and risk management functions for Charter School shall be provided by and be under the authority and control of MPS in accordance with MPS administrative policies, so long as Charter School is acting in accordance with this Contract and for the sole purpose of being an instrumentality charter school of the Board. Charter School shall be named as an additional insured on Board's liability insurance; Workers' Compensation coverage provided by MPS shall be for Board employees only. Any other insurance coverages Charter School and its governing board are required by law to maintain or wish to maintain shall be done solely at the expense of Charter School and its governing board.

**O. The effect of the establishment of Charter School on the liability of the MPS Board.**

Charter School shall adhere to all applicable local, state and federal, laws, codes, rules, and regulations and to the Board's insurance and risk management requirements.

Charter School and the Charter School's governing board members shall comply with administrative policies regarding Employee Code of Ethics and Gifts and Solicitations. (See Appendix B.)

Members of the Charter School's governing board are protected under the district's liability insurance policies while conducting business, provided the business is being conducted for Charter School and is within the scope of being a member of the Charter School's governing board.

**P. Nonsectarian.**

Charter School shall be nonsectarian in its programs, admissions policies, employment practices and all other operations.

**Q. Pupil tuition and fees.**

Charter School shall not charge tuition for any pupil attending Charter School under this Contract.

Charter School may operate a Before- and After-School Program or a day-care program and may charge fees for children participating in those programs, except where prohibited by law.

If Charter School establishes a pupil uniform policy, it must be consistent with state and federal law applicable to public schools, but in no event shall Charter School profit from the sale of uniforms to pupils.

Charter School may assess pupil activity fees under the same circumstances and under the same regulations that apply to all public school pupils. Charter School may not prohibit an eligible pupil from attending Charter School under this Contract, expel or otherwise discipline the pupil, or withhold or reduce the pupil's grades because the pupil or the pupil's family cannot pay or has not paid fees permissibly charged under this paragraph. Specifically, Charter School shall not charge fees for any of the following:

1. Instruction or registration.
2. Initial issuance of books.
3. Teacher Salary.
4. Buildings, maintenance or equipment.
5. Courses credited for graduation.
6. IEP special education and/or related services.
7. Transportation to and/or from school program

**R. Nondiscrimination and Statutory Requirements.**

Charter School shall not discriminate in admissions or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability, homeless or migrant status. Charter School shall ensure that all requirements of the McKinney-Vento Homeless Assistance Improvements Act of 2001, 42 U.S.C. §11431 *et seq.*, as they are made applicable to MPS, are met.

Charter School shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation. Charter School shall require all subcontractors with whom Charter School contracts to comply with this same nondiscrimination in employment provision and shall require a similar provision to be included in all subcontracts.

Charter School shall comply with all local, state and federal laws, codes, rules, and regulations applicable to public Charter Schools including, but not limited to the following:

1. 42 U.S.C. §2000d *et seq.*, Title VI of the Civil Rights Act of 1964 (prohibiting discrimination on the basis of race, national origin, and color); and
2. 20 U.S.C. §1681 *et seq.*, Title IX of the Education Amendments of 1972 (prohibiting discrimination on the basis of sex); and
3. 42 U.S.C. §6101 *et seq.*, the Age Discrimination Act of 1975 (prohibiting discrimination on the basis of age); and
4. 29 U.S.C. §794 *et seq.*, Sec. 504 of the Rehabilitation Act of 1973 (prohibiting discrimination on the basis of handicap) and 42 U.S.C. §12101, *et seq.*, the Americans with Disabilities Act; and
5. 20 U.S.C. §1232g, Family Education Rights and Privacy Act (FERPA) (regarding protection of pupil records), and Wis. Stat. §118.125; and
6. 20 U.S.C. §3171 *et seq.*, The Drug-Free School and Communities Act of 1986; and
7. 20 U.S.C. §1400 *et seq.*, Individuals with Disabilities Education Act (IDEA); and
8. 29 U.S.C. §626 *et seq.*, Age Discrimination in Employment Act, Older Worker Benefits Protection Act of 1990; and
9. 29 U.S.C. §201 *et seq.*, Fair Labor Standards Act; and
10. 29 U.S.C. §2601 *et seq.*, Family and Medical Leave Act; and
11. 15 U.S.C. §2641 *et seq.*, Asbestos Hazard Emergency Response Act (AHERA); and
12. P.L. 114-95, Every Student Succeeds Act of 2015 (ESSA); and
13. 42 U.S.C. §11431 *et seq.*, McKinney-Vento Homeless Assistance Improvements Act of 2001; and
14. All federal and state constitutional guarantees protecting the rights and liberties of individuals, including the right to freedom of religion, expression and association, the right to be free from unreasonable searches and seizures, and the right to equal protection and due process.

**S. Background screening.**

Charter School shall perform background screening through MPS on all Charter School full- and part-time employees and volunteers and shall not assign any employee or volunteer to teach or work with pupils until Charter School, in consultation with MPS, investigates and determines that there is nothing in the background of the employee or the volunteer which would render the employee or volunteer unfit to teach or work with pupils of 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 and/or volunteer.

For purposes of this Contract, volunteer means a non-paid person who serves under the supervision of Charter School and who provides services on a regular and ongoing basis or for more than five hours a week. It does not apply to those parents and/or other adults

who are one-time volunteers for field trips or other one-time only activities in Charter School.

Annually, Charter School shall provide to MPS a roster that lists all employees and volunteers of Charter School (hereinafter, Staff & Volunteer List) prior to the first day of school. Charter School shall provide an updated Staff & Volunteer List within 14 days of the change in the status of any employee or volunteer.

**T. Right to inspect and receive requested information, reports, and records.**

Charter School agrees to abide by the Wisconsin Open Meetings Law, Wis. Stat. §§ 19.81-19.98. Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. §19.21, *et seq.* Charter School acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law. Charter School's failure to do so shall constitute a material breach of this Contract and Charter School must defend and hold the Board harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

Charter School shall grant the Board or its designee the right to inspect Charter School facilities and to review any Charter School records at any time during the term of this Contract, upon reasonable notice during regular business hours throughout the calendar year.

Charter School shall generate and provide such information and reports in such format, at such times, and concerning such matters as may be requested by the Board or its designee concerning any of the operations of Charter School.

Charter School shall notify MPS of correspondence received from the United States Department of Education, the United States Department of Justice, or DPI that requires a formal response.

**U. Calendar.**

Charter School shall operate for the days and hours indicated on the Charter School Calendar that is attached hereto as Appendix H and incorporated herein by reference. Charter School shall be charged for administrative and operational costs associated with any deviation from the Board-adopted MPS calendar in the same manner as non-contracted MPS schools. MOUs may be sought in accordance with paragraph I.G. if Charter School's calendar deviates from the Board-adopted MPS Calendar. Charter School shall provide MPS with each subsequent school year calendar indicating days and hours of operation within thirty (30) days of MPS calendar adoption for that subsequent school year. MPS reserves the right to reject any calendar submitted for a subsequent school year.

**V. Purchases.**

Charter School hereby certifies that neither Charter School or its principals nor Charter School's subcontractors or its principals are listed as debarred or suspended in the System for Award Management (SAM), the government-wide exclusion list maintained by the federal government.

Charter School shall adhere to the provisions of the Charter School Annual Operating Budgets. The cost of any services purchased by Charter School from MPS shall be determined by the Board.

Any materials, equipment or supplies purchased or otherwise acquired by Charter School during the term of this Contract shall be allowed to remain on the premises of Charter School during the term of this Contract, and shall be reserved for the sole use of Charter School during the term of this Contract, notwithstanding the fact that all such materials, equipment, and supplies are owned by MPS.

Charter School shall abide by all state laws in the contracting and purchasing of goods and services. Specifically, Charter School may follow current MPS practice regarding purchasing and bidding requirements. Charter School shall utilize the standard MPS Professional Services Contract and Procedures for all professional services.

In the event that MPS must go outside the district to obtain services for Charter School, Charter School will assume the cost of these services in the same manner as non-contracted MPS schools.

**W. Transportation and nutrition services.**

Charter School is authorized to develop and implement a transportation policy and/or a nutrition services policy.

If Charter School chooses to implement a pupil transportation policy and/or a nutrition services policy, Charter School shall be responsible for all costs incurred as a result of such transportation policy and/or nutrition services policy.

Charter School shall submit any proposed transportation policy or nutrition services policy to MPS. The Board reserves the right to reject any transportation policy and/or nutrition services policy proposed by Charter School.

Charter School may enter into contracts with other persons or organizations, including municipal and county governments, for the transportation of Charter School pupils to and from school and for field trips, and/or for the nutrition services for Charter School pupils.

Charter School shall ensure that all requirements of the McKinney-Vento Homeless Assistance Improvements Act of 2001, 42 U.S.C. §11431 *et seq.*, are met. Charter



School shall be entitled to all flow through funding and support services for homeless pupils in the same manner as non-contracted MPS schools.

If a Charter School chooses to implement a nutrition services policy, Charter School shall comply with the DPI Child Nutrition Program requirements for charter schools in accordance with Appendix J.

If Charter School chooses to implement a transportation policy, Charter School shall set forth such policy in Appendix A.

**X. Intergovernmental agreements.**

Charter School shall adhere to all applicable intergovernmental agreements entered into between the Board and other governmental entities under Wis. Stat. § 66.0301, unless specifically exempted from adherence to such agreement(s) by the Board.

**Y. Local Education Agency responsibilities.**

MPS is the Local Education Agency (LEA) for Charter School for purposes of all state and federal laws, codes, rules, and regulations pertaining to LEA duties, rights and responsibilities, including, but not limited to the Americans with Disabilities Act, 42 U.S.C. §1210 (ADA), Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794 *et seq.* (Sec. 504), the Individuals with Disabilities Education Act, 20 U.S.C. §1400 *et seq.* (IDEA), Every Student Succeeds Act of 2015, P.L. 114-95 (ESSA), and the Asbestos Hazard Emergency Response Act, 15 U.S.C. §2641 *et seq.* (AHERA). MPS' LEA duties, rights, and responsibilities shall also include its duties, rights, and responsibilities as the local School Food Authority (SFA) if Charter School implements nutrition services and participates in a state- or federally-funded nutrition programs pursuant to I.X. above.

Charter School staff shall complete all staff development required under the law, including but not limited to staff development pertaining to IDEA, ADA, Section 504, ESSA and AHERA.

Charter School shall fully cooperate with MPS to allow MPS to oversee and monitor the activities of Charter School and to ensure compliance with all state and federal laws, codes, rules, and regulations pertaining to LEA duties, rights, and responsibilities. MPS is authorized to direct and mandate that Charter School perform such activities and take such corrective actions to ensure full compliance with all state and federal laws, codes, rules, and regulations pertaining to LEA duties, rights, and responsibilities. MPS reserves the right to terminate this Contract under paragraph III.C.2. if Charter School, as determined by MPS, does not fully cooperate with MPS, does not perform such activities or take such corrective actions as may be directed and mandated by MPS or does not remedy any real or perceived violation or failure to the satisfaction of MPS pertaining to LEA roles and responsibilities.

Charter School shall assume responsibility for all direct and indirect costs, expenses, damages and/or liabilities, in the same manner as non-contracted MPS schools, including, but not limited to, attorney fees and hearing costs, arising out of, or associated with issues related to compliance with all state and federal laws, codes, rules, and regulations pertaining to LEA duties, rights, and responsibilities and with Charter School's obligation to cooperate and take corrective actions under this paragraph.

**Z. Released time for religious instruction.**

Charter School shall permit a student to be absent from school during the school period for up to 180 minutes per week for the purpose of obtaining religious instruction outside the school if the principal of the school regularly attended by the student has received the written permission of the parent or guardian of the student.

Charter School may withdraw permission to be released from school for the purpose of receiving religious instruction if the principal does not receive a monthly report from the supervisor of the religious instruction verifying that the student actually attended the religious instruction during the period of absence. The Charter School shall not be responsible for transporting a student to or from the religious instruction and shall not be liable for a student who is absent from school.

**II. MPS RESPONSIBILITIES**

**A. Attendance.**

MPS shall allow any Charter School pupil who meets MPS and Charter School admission standards to enroll in an MPS School, in accordance with MPS Student Assignment Policies, as amended from time to time, unless such pupil has been expelled from Charter School.

**B. Payment.**

As a condition of funding, Charter School shall maintain a maximum average daily membership of enrollment of 570 pupils in grades K3 through 6 for the 2019-2020 school year; 585 pupils in grades K3 through 7 for the 2020-2021 school year; 615 pupils in grades K4 through 8 for the 2021-2022 school year; 635 pupils in grades K4 through 8 for the 2022-2023 school year and 650 pupils in grades K4 through 8 for the 2023-2024 school year under this Contract. Charter School shall maintain and report accurate enrollment and attendance data on the Board's pupil information system, and pupil enrollment counts shall be monitored monthly by the MPS Department of Finance.

MPS shall make allocation/payment to Charter School only for pupils enrolled in the charter school educational program in accordance with this Contract, and for costs specifically authorized herein. MPS reserves the right to disallow any payment for any unauthorized or unappropriated payments, costs, or expenses and to recover any payments made for unauthorized or unappropriated payments, costs or expenses. MPS

also reserves the right to withhold or disallow payment in the event MPS determines that Charter School is in violation of any provision of this Contract or laws or regulations governing it, until such time as Charter School remedies said violations to the satisfaction of MPS. Nothing in the paragraph shall be construed as a limitation or waiver of the rights of MPS to terminate this Contract in accordance with the provisions in section III.

Payment by MPS to Charter School shall be made under the following terms and conditions:

**1. Per pupil allocation**

MPS shall fund Charter School in the same manner and under the same terms and conditions, except for separate transportation, textbook and professional development allocations, that MPS funds all other MPS schools that are not under contract with MPS, plus an allocation that is equal to the average cost of transportation per pupil in the school district as well as funding for specialty school status. The total cost of this Contract shall be based on the Charter School Full Time Equivalent (FTE) count for up to a maximum of 570 pupils in grades K3 through 6 for the 2019-2020 school year; 585 pupils in grades K3 through 7 for the 2020-2021 school year; 615 pupils in grades K4 through 8 for the 2021-2022 school year; 635 pupils in grades K4 through 8 for the 2022-2023 school year and 650 pupils in grades K4 through 8 for the 2023-2024 school year .

Any allocations which may be due to Charter School for the operation of the charter school educational program are the responsibility of MPS. MPS shall make allocation directly to Charter School each year Charter School participates in the Charter School Program under this Contract. MPS shall calculate additional allocations for any categorical funds Charter School has applied for and may be eligible to receive, based on categorical guidelines and/or FTE pupil counts in the same manner as non-contracted MPS schools.

**2. Adjustments to per pupil allocation**

The per-pupil revenue amount for pupils in MPS instrumentality charter schools will be equal to the amount which the Board determines annually for pupils in non-contracted MPS schools. In addition, Charter School shall receive funding to cover selected costs and positions in the same manner in which non-contracted MPS schools receive such funding. Charter School will receive the district's allocation for textbooks equal to allocations of textbooks to traditional schools. Additionally, Charter School is eligible to receive the textbook allocation for purchase of curriculum in the content area as outlined in Appendix A.

In the case of centrally funded positions assigned to schools, Charter School reserves the right to choose the FTE position or the funding in order to carry out said duties in accordance with Appendix A. For any grade level expansions in Charter School, funding for expansions will be allocated in the same manner as non-contracted schools.

**3. Categorical aids**

If Charter School is eligible to receive categorical aids, such as Title I funds, such aids shall flow to Charter School through MPS in accordance with any attendant regulations and in the same manner as non-contracted MPS schools. Such aids shall not reduce the per pupil revenue to be received by Charter School from MPS.

**4. Grants**

Charter School is authorized to apply for grants. Charter School shall contact the MPS Grant Office for information regarding possible grant conflicts. Charter School may not apply for or receive any grant or other monies that compromises the ability of MPS to apply for or to receive said grant. Charter School shall expend any grant monies it may receive in a manner consistent with the terms of this Contract as well as the grant. Any grant money received by Charter School shall not reduce the per pupil revenue to be received by Charter School from MPS.

**5. Deficit and carry-over funds**

Charter School shall be responsible for all deficits. If Charter School incurs a deficit, Charter School's subsequent year's revenue allocation shall be reduced to cover that deficit. Charter School will have full carry over policy. Charter School will have complete flexibility when it comes to budget adjustments as long as it maintains the bottom line.

**III. TERM AND MODIFICATION OR TERMINATION OF CONTRACT**

**A. Term.**

The term of this Contract is five school year(s) commencing with the 2019-2020 school year and ending on the last regularly scheduled school day of the 2023-2024 school year. This Contract is contingent upon the approval of the Board. This Contract shall become effective upon approval by the Board and execution by all appropriate persons.

This Contract is contingent upon annual appropriation of appropriate funds for the performance of this Contract. In the event the Board fails to appropriate funds for the continued performance of this Contract, this Contract shall become void.

**B. Modification.**

This Contract represents the entire agreement between the parties. This Contract may be modified upon mutual agreement between the parties reduced to writing. If either party wishes to modify any of the terms of this Contract, that party shall put the proposed modification in writing and submit it to the other party.

The Board may propose modifications to this Contract that are required by law, regulation, court order, court-approved settlement, agency finding, or agency settlement agreement.

Both parties agree to negotiate in good faith regarding such proposed modifications, and neither party shall withhold its approval unreasonably. In the event Charter School and the Board are unable to come to an agreement with respect to these modifications of contract provisions, the Board has the authority to declare this Contract terminated in accordance with the provisions of paragraph III.C.6. The Board shall not exercise this authority unreasonably.

**C. Termination.**

This Contract may be terminated before expiration of its term upon any of the following grounds:

**BY BOTH PARTIES:**

1. Both parties agree in writing to the termination.

**BY BOARD:**

2. Board determines that Charter School violated this Contract; or
3. Board determines that pupils enrolled in Charter School have failed to make sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01 or the academic performance criteria established by the Board; or
4. Board determines that Charter School has failed to comply with state and federal guidelines and with generally accepted accounting principles and standards, including applicable categorical and/or grant guidelines, financial standards; or
5. Board determines that Charter School has violated Wis. Stat. § 118.40; or
6. Board determines that Charter School does not agree to modifications and/or amendments to this Contract based on a revised model contract as required by law, regulation, court order, court-approved settlement, agency finding, or agency settlement agreement.

**BY CHARTER SCHOOL:**

7. If Charter School has become insolvent or has been adjudged bankrupt.

If this Contract is terminated under the first ground (because both parties agree in writing to the termination) the termination shall become effective on a date agreed to by the parties. If this Contract is terminated under the second through sixth grounds (because of

a determination on the part of the Board) the termination of this Contract shall not become effective until, at a minimum, 30 days in which notice of termination is given, unless, in the discretion of the Board, termination should become effective sooner.

MPS shall report and may recommend to the Board that this Contract be terminated under the third ground (because pupils have failed to make sufficient progress) if Charter School fails to meet at least 75% of the following performance criteria that apply as detailed herein at Section I.E. on pages 5 and 6.

Failure to meet criteria 5, 6, 7 or 8, as detailed in Section I.E. on page 6 of this Contract, alone shall not be grounds for termination of this Contract, but Charter School shall comply with any inquiries made by MPS in an effort to determine the cause of Charter School's failure to meet these criteria.

Failure on the part of the Board to exercise its right to terminate this Contract under any ground listed above shall not be deemed to constitute an amendment to the terms of this Contract or to constitute a waiver of the right of the Board to terminate this Contract at a later date under that ground.

In the event of termination of this Contract, advance written notice by certified or registered mail, return receipt requested, shall be provided which shall list the reason(s) for termination and the effective date of the termination. Upon termination of this Contract, MPS shall recover all funds advanced to Charter School under this Contract to which Charter School is not entitled. The decision of the Board shall be final.

**D. Legal status upon termination.**

Upon termination of this Contract, all legal associations between the Board and Charter School shall be severed.

**IV. CONTRACT ADMINISTRATION, NOTICE AND PROVIDING OF INFORMATION**

Unless specified otherwise in this Contract, any acts of discretion including, but not limited to, any approval required under this Contract or determination to terminate this Contract, are to be made by the Milwaukee Board of School Directors.

Unless specified otherwise in this Contract, whenever under this Contract notice must or may be given to the other party, or whenever information or reports may or must be provided to the other party, the party who may or must give notice or provide information or reports shall fulfill any such responsibility under this Contract if notice is given or information or reports are provided to the following persons, or their successors:

**TO BOARD (MPS):**

Dept. of Contracted School Services  
Attn: Director of Contracted School Services  
5225 West Vliet Street  
Milwaukee, WI 53201-2181

**TO CHARTER SCHOOL:**

Brenda Martinez, School Leader  
1712 S. 32<sup>nd</sup> Street  
Milwaukee, WI 53215

A party to this Contract shall immediately give written notice to the other party if the contact person for purposes of notice and providing information is modified.

**V. STATUTES**

This contract shall be governed by the laws of the State of Wisconsin. Whenever under this Contract reference is made to a provision in the Wisconsin Statutes or United States Code or implementing code, rule, or regulation, and such provision is subsequently amended by the Wisconsin Legislature, United States Congress or state or federal administrative agency, such reference in this Contract shall be deemed to be amended to conform to the new law, code, rule, or regulation.

**VI. MISCELLANEOUS**

**A. Severability.**

If any term or provision of this Contract shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Contract, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**B. Waiver.**

No waiver of any breach of this Contract shall be held as a waiver of any other or subsequent breach.

**C. Assignment.**

This Contract may not be assigned or delegated by Charter School.

**D. Entire Agreement.**

This Contract constitutes the entire contract and understanding between the parties. It supersedes and replaces any and all prior agreements, contracts, and understandings between the parties except as referenced and incorporated herein.

The language used in this Contract will be deemed to be the language chosen by the parties to express their mutual intent. In the event an ambiguity or question of intent or interpretation arises, this Contract will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Contract.

## **VII. CHARTER SCHOOL PETITION/PROPOSAL**

In the event there is a conflict between this Contract or any of its appendices and the charter school petition/proposal (Appendix A), this Contract and its other appendices shall control.

It is recognized that the charter school petition/proposal that was submitted to the Board was an invitation to enter into a charter school contract and that the Board is not bound by any of the proposals or provisions set forth by Charter School in its petition/proposal. Charter School does not have the right to enforce any provisions that it made in its petition/proposal to be established as a charter school, unless the same have been specifically incorporated into this Contract.

Board reserves the right to hold Charter School to any of the representations or assurances made by Charter School in its charter school petition/proposal or other papers submitted in support of its charter school petition/proposal, regardless of whether such representations or assurances are contained in this Contract. Charter School's failure to adhere to the representations and assurances made in the charter school petition/proposal and other supporting papers shall constitute a violation of this Contract. The charter school petition/proposal and other supporting papers shall be kept on file in the MPS Department of Contracted School Services, 5225 West Vliet Street, Milwaukee, WI 53201-2181.

## **VIII. APPENDICES**

The following documents are hereby made a part of this Contract and Charter School agrees to abide by all the terms and conditions herein.

In the event an inconsistency exists between this Contract and any of its appendices, this Contract shall be controlling.

- Appendix A: Charter School Petition/Proposal
- Appendix B: List of MPS Policies, Procedures and Requirements
- Appendix C: Charter School Annual Assessment Calendar
- Appendix D: Charter School Articles of Incorporation
- Appendix E: Charter School By-Laws
- Appendix F: Charter School Annual Operating Budget
- Appendix G: MPS Charter School Budget Format
- Appendix H: Charter School Calendar



- Appendix I: Memorandum of Understanding Relating to Charter School Personnel
- Appendix J: Wisconsin Department of Public Instruction Child Nutrition Program Requirements

All Administrative Policies and Procedures referred to in this Contract are available on the MPS website or upon request from the MPS Department of Contracted School Services.

**APPROVED:**  
**MILWAUKEE BOARD**  
**OF SCHOOL DIRECTORS**

**APPROVED:**  
**ALBA**  
**CHARTER SCHOOL**

\_\_\_\_\_  
LARRY MILLER, President  
Milwaukee Board of School Directors

\_\_\_\_\_  
BRENDA MARTINEZ  
School Leader

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
KEITH P. POSLEY, Ed.D.  
Superintendent of Schools

\_\_\_\_\_  
CRISTINA SALAZAR  
Governing Board Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

1034-2019-495:259790v~~3~~4

APPENDIX B

- Administrative Policy 6.04: EMPLOYEE CODE OF ETHICS
- Administrative Policy 6.05: CODE OF ETHICS
- Administrative Policy 6.06: GIFTS AND SOLICITATIONS: STAFF
- Administrative Policy 6.07: EMPLOYEE RULES OF CONDUCT
- Administrative Policy 6.09 HUMAN IMMUNODEFICIENCY VIRUS (HIV)
- Administrative Policy 6.32 PEPPER SPRAY
- Administrative Policy 8.47: CHILDREN’S INTERNET PROTECTION ACT
- Administrative Policy 8.48: STUDENT ACCEPTABLE USE POLICY
- Administrative Policy 9.08: ADVERTISING IN THE SCHOOLS (paragraphs 1-6 only)
- Administrative Policy and Procedure 9.12: CHARTER SCHOOLS
- “Records Custodians,” Public Records Law Notice, on file in the MPS Office of Board Governance
- Staff Acceptable Use Policy form, on file in the MPS Department of Contracted School Services