

**CHARTER SCHOOL CONTRACT AGREEMENT BETWEEN THE SCHOOL DISTRICT OF  
WAUPACA BOARD OF EDUCATION**

**AND**

**THE CHAIN EXPLORATION CENTER GOVERNANCE COUNCIL**

**DATE: 7/1/2024**

THIS CONTRACT is made by and between the School District of Waupaca and the governing council of Chain Exploration Center Charter School for the following term: 7/1/2024-6/30/2028.

**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.

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

## **ARTICLE 1: 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.**

- A. "Administrator" and "CEC Administrator" mean the administrator/CEO of the Chain Exploration Center.
- B. "Advisor(s)" means an appropriately licensed teacher(s) at the CEC. [Wisconsin Statute § 118.40(1m)(b)7]
- C. "Agreement" and "Contract" mean the "Charter Contract Agreement" between the CECGC and SDW Board of Education.
- D. "Applicable Law" means all federal, state, and local now or in the future applicable to Wisconsin charter schools.
- E. "Autonomy" refers to the charter school's legally entitled authority over day-to-day operations, core functions, and educational decisions and choices within their purview under charter law or contract. The phrase "autonomy for accountability" is used to describe the operations of a charter school.
- F. "Day" shall mean calendar day
  - 1. The first day shall be the day after the event, such as receipt of a notice.
  - 2. Each day after the first day shall be counted, except that a Saturday, Sunday, or legal holiday shall not be counted if it would be the final day of the period.
- G. "Department" means the Wisconsin Department of Public Instruction.
- H. "District" and "SDW" mean the School District of Waupaca.
- I. "District Administration" means District-level Administrative Team members.
- J. "District Administrator" means the Superintendent of the School District of Waupaca, or any designee of the Superintendent.
- K. "Governance Council," "Governance Board," and "CECGC" mean the board of directors of the Chain Exploration Center.
- L. "Instrumentality" refers to the autonomy (as addressed in the contract) to innovate in exchange for an extended level of accountability. Authorized by the local school district. Staff members are employees of the school district.

- M. "Parties" means the Chain Exploration Center Governance Council and the School District of Waupaca Board of Education.
- N. "School," "Charter School" and "CEC" mean the Chain Exploration Center. The CEC shall be located within the SDW at N3160 W. Silver Lake Drive, Waupaca, Wisconsin 54981. The CEC's main building has 48,300 square feet, and is sited on 25.5 acres with woodlands and Silver Lake access. Twenty-five (25) acres of the site is zoned for agricultural use (Agricultural Woodland Transition / AWT) because it includes arable land. An additional 0.5 acres provides lake access on a residential lot, zoned residential.
- O. "School Board," "Board of Education," and "Authorizer" mean the School District of Waupaca Board of Education.
- P. "Operational Budget" means the report created by the Charter School Administrator and Governance Board detailing the projected spending of District funding.

## **ARTICLE 2: 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 as stated in this contract.

**Section 2.4** The District shall comply with all Applicable Law in authorizing the Charter School.

**Section 2.5** The SDW Board of Education shall consider the principles and standards for quality charter schools established by the National Association of Charter School Authorizers (NACSA), per Wisconsin Statute § 118.40(3m)(b).

**Section 2.6** The CEC is an instrumentality of the SDW. [Wisconsin Statute § 118.40(7)(a)]

## **ARTICLE 3: 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 Board of Education grants the Chain Exploration Center Governance Council ("CECGC") authority to operate Chain Exploration Center ("CEC") charter school pursuant to Wisconsin Statute § 118.40(1m)(b)(1).

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

- A. The Charter School Administrator will supervise and coordinate the daily operation of the Charter school with school staff and will work closely with and report to the Governance Council to ensure the Charter School meets the educational goals set forth in this Contract. As an instrumentality of the SDW, all Charter School employees are employed by the SDW, including the Charter School Administrator.
- B. Administrative Services: The SDW shall provide administrative services to the CECGC, and the CEC in the same manner as other SDW schools. Although it is understood that by nature, a charter school requires different services/support than non-charter schools, the district is committed to ensuring the success of all of its schools, charter and non charter. Services may include, but are not limited to: payroll, human resources, technology, and maintenance. Should there be a question or concern with provided services, a meeting between the authorizer and CECGC will occur.

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

- A. The mission of the CEC is to be a place where children explore their passions and gain a strong educational foundation through project-based learning in a collaborative community. The CEC serves students in grades 4K through 8. Student coursework is designed to meet Wisconsin State Standards and SDW learning targets through an integrated project-based learning model. Emphases for projects will draw from the fields of Environmental Education; the Fine Arts; and Science, Technology, Engineering, and Math (STEM). Advisors provide daily guided instruction of literacy and math skills to students. Students are enrolled in multiage classrooms in grades 1 through 8. The CEC offers unique opportunities utilizing a 25.5-acre campus, and was created with the intention of offering a choice to families within the district and statewide. Coursework at the CEC develops personal passions, integrating 21st Century Skills, and offers community and place-based learning experiences. CEC includes distinctive approaches through the following courses:

1. **Fitness (grades K-8):** Fitness is a unique blend of physical activity and physical fitness that emphasizes a cooperative approach to physical fitness, while de-emphasizing competition. Students in Fitness learn and focus on physical activity with health and wellness as a lifelong goal. Students learn tools and skills for a healthy, growth self-mindset and encourage their classmates to persist, no matter the ability level.
  2. **Healthy Living (grades 7-8):** This class is designed to give students knowledge of health concepts and strategies to help them now and in the future as they grow and age. The main focus will be to inform students of the positive and negative results of behaviors related to their health so they can make the best decision for themselves to maintain and improve their overall health. Successful completion of this course in both 7th and 8th grade meets the state required 0.5 health credit requirement.
  3. **Project-Based Art:** A contemporary approach to teaching art with less focus on the final product and an increased focus on the process. Instruction guides students through the design process and presentation/critique phase while fostering an environment of exploration, creative risk-taking, and responding appropriately to intellectual feedback. Instruction is required in grades K through 4, and an elective in subsequent years.
  4. **Suzuki Orchestra:** Annually, the CECGC will enter into a contract with the Aber Suzuki Center at UWSP to provide Suzuki Method instrument instruction to students, free of charge. Students at CEC have a choice between four instruments: cello, bass, viola, and violin. Instruction is required in grades 3 through 5, and an elective in subsequent years.
- B. The Governance Council shall adhere to the educational program set forth herein and shall promptly notify the District in the event the Governance Council 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. The District reserves the right to consider a significant change in the educational program, as outlined in sections 3.3 - 3.5, without District approval, to be a violation of this Contract subject to termination under Section 8.
- 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. Sta. § 118.01.**

- A. Project-Based Learning (PBL), Teacher-Led PBL vs. Student-Led PBL: The PBL model at CEC is based on the Buck Institute (gold standard). PBL offers a structure that allows students to design and create media through which they learn best. PBL offers meaningful and motivated learning through authentic application. PBL encourages student responsibility for selection and completion of work. PBL offers an authentic approach to differentiation.

Students at CEC receive PBL instruction through a teacher-led model. Individual students progress at their own pace and may have different needs as progression occurs. Student-led “passion projects” offer authentic agency to students at CEC at least once a year by providing an opportunity for students to explore high-interest topics with the guidance of advisors.

Advising is a critical component of PBL. Teachers at CEC are referred to as Advisors because of the role they serve in guiding students. Advisors at CEC maintain high expectations for all students, develop and/or guide rigorous projects and encourage student reflection of personal learning styles/preferences.

- B. Multiage: Multiage opportunities throughout CEC are designed to allow students to flourish both academically and socially through guided collaborative learning with peers of different ages and abilities, thus establishing a realistic societal setting in the classroom. Students participate in multiage teams in order to benefit from: developing social, emotional, and verbal skills and self-esteem; learning at their own pace; participating in an individualized, child-centered environment; becoming a mentor to younger peers; and improving attitudes toward school.
- C. Social Development: Students feel engaged in their learning because they are connected/supported, emotionally and physically safe, and have a sense of agency in their education. Daily life at the CEC includes increased access to the outdoors and mindfulness. Students are encouraged to explore passions through their “passion project.” Advisors and staff seek out opportunities to encourage student voice. Students of CEC have increased community awareness and involvement through project work and service-learning projects. A small school environment and the multiage structure increase student satisfaction and a sense of community within the school and beyond.
- D. 21st Century Skills: The CEC will foster a learning environment that pulls together community, technology, and interpersonal relationships to build student understanding. Through a focus on exploration, student choice, authentic application of learning, and individualized instruction (key components of

project-based learning), students will develop success skills that will carry them boldly into the future.

1. Communication and Presentation: Technology, Presentation, Written Communication, Speaking, and Listening
  2. Creativity: Exploration/Curiosity and Innovation
  3. Critical Thinking: Research, Judgment, and Reflection
  4. Citizenship: Collaboration, Initiative, and Community Service
- E. Community Engagement: CEC regularly seeks out mutually beneficial opportunities to engage people of diverse backgrounds and experience.
1. Community: One goal of intentional engagement is to support the mission of CEC by exposing students to a wide range of community activities or fields of expertise with the intention of increasing knowledge for success in the future.
  2. Service Learning: Another goal is to graduate citizens of the community who have a sense of belonging through increased social interactions and required service-learning opportunities. To this end, our goal is for a student who attends the CEC 4K through 8th grade accumulates 100 service learning hours.
  3. Connection: Another goal is an increased level of family participation and engagement through CEC hosted events, project work, and our school serving as a resource for support. Methods may include: CEC families, students, and staff will participate in an all-school survey at least once a year. The CECGC will plan and organize at least one event per year for the families, students and staff.
- F. Digital Portfolio: Each student demonstrates the ability to create and maintain a Digital Portfolio to act as a record of learning and reflection. The Digital Portfolio will contain but is not limited to: project work with reflection, required community service hours, and growth in 21st Century Skills in an online platform. CEC students in 8th grade will celebrate their learning with a formal presentation of the Digital Portfolio before the “Celebration of Excellence Ceremony.”

**Section 3.5 The method(s) by which pupil progress in attaining the educational goals under Wis. Stat. § 118.01 will be measured.**

- A. In keeping with SDW expectations for student achievement in academics, citizenship, and responsibility; and as required by chapters 118 and 121, Wisconsin Statutes, the CEC shall, on behalf of the SDW, administer the examinations under §§ 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 CEC, and shall cause the testing data for the CEC to be transmitted to the SDW in such form as the District shall customarily transmit such data.

- B. In addition to the foregoing, the CEC shall adhere to the same accountability measures, administer the same district-wide assessments and follow the same proficiency measures as all other District schools. Any request for authorization to deviate from the District accountability plan shall be submitted by the CEC Principal to the SDW Board of Education by September 15<sup>th</sup> of the school year in which the use of an alternative accountability plan is contemplated.
- C. The following measurables will be reported out on at least annually through a presentation and report presented by the CEC Administrator to the CECGC and SDW Board of Education no later than the SDW August Board of Education meeting. The report will include information explaining the data and noting next steps as a result of the data. As available, student data needs to be disaggregated by the student groups identified on State of Wisconsin school report cards (<https://dpi.wi.gov/accountability/report-cards>), such as, but not limited to: students with disabilities, English learners, economically disadvantaged, and racially diverse students. All measurables and goals noted within this contract are in alignment with the notion of "Autonomy for Accountability."
1. Measurable #1 (Grade Level Preparedness): The percentage of CEC students achieving grade level proficiency/scoring on or above grade level will be at or above the percentage of non-CEC SDW students on the following assessments:
    - i. Local: "Final" grade level learning target proficiency score average in English language arts and mathematics (calculated by finding the average learning target score for a building's grade level
    - ii. State: The state required Wisconsin Forward Exam in the areas of English language arts, mathematics, science, and social studies
    - iii. National: The spring diagnostic assessments in mathematics and reading (reading will be dependent upon WI Act 20 requirements and chosen assessments)
  2. Measurable # 2 (Standardized Assessment Growth): The percentage of CEC students with an improved placement (growth) will be at or above the percentage of non-CEC SDW students on the same assessments as noted in 3.5(C)(1).
  3. Measurable # 3 (Methodology): Provide background information and student data (i.e.; in what grade levels is Suzuki required vs elective, number of students participating at each grade level, cost, etc.) on the methods outlined in section 3.4(A-F).

4. Measurable # 4 (Sustainability): Provide information and data on the efforts to promote the CEC, increase enrollment, and increase parent engagement.
5. Measurable # 5 (Operational): Provide information and data on:
  - i. CEC staffing and facilities report
  - ii. CEC enrollment, including information regarding the diversity of students, and the percentage of students who are children of employees or current/founding CECGC members, and if any received preferred enrollment (as outlined in 3.10).
  - iii. CECGC Treasurer's report including budget vs. actual (from the previous school year), fundraising and grant proposals, and budget plan (future school year)
  - iv. CECGC demographics and Committee reports

**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 CEC will be directed by an independent Governance Council that has been organized as a Wisconsin nonstock corporation. The CECGC obtained status as a federal tax-exempt organization, CEC Inc., pursuant to § 501(c)3 of the Internal Revenue Code on August of 2019. The CECGC will consist of no fewer than five (5) nor more than nine (9) members, with each member serving a minimum of a two-year (2) term as a non-paid volunteer; subsequent terms shall renew annually. To foster communication, the School Board will provide one Board of Education member to serve as a non-voting liaison, who will provide a monthly report to the SDW Board of Education. Every effort shall be made to have a CECGC of members with diverse backgrounds, experience, and abilities. The CECGC will be composed of community member(s), living within the SDW attendance boundaries, and/or parent(s) or guardian(s) of students enrolled in the CEC. To assure appropriate exercise of local tax dollars, while allowing for autonomy, exceptions to this requirement may be approved by the SDW BOE. Employees of the SDW can also serve on the CECGC, but may be removed should their involvement with the CECGC inhibit federal funding opportunities. For conflict of interest reasons, district administration, school board members, and charter school employees (ex: advisors, educational assistants, clerical staff, or substitute staff who work in the CEC) shall not be members of the Governance Board. To learn more about becoming a member of the CECGC, please refer to the CEC Governance Council Guidebook (found within the "Governance Council" section of the CEC webpage @ [chainexplorationcenter.org](http://chainexplorationcenter.org)).
- B. The Governance Board will meet on a schedule in accordance with their bylaws (at least 10 regular monthly meetings a year, and an annual meeting) 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 CECGC shall govern the CEC in accordance with this contract; establishing and overseeing school guidelines and policies not to exceed its authority granted in this Agreement. The CECGC will determine and oversee the mission and strategic plan of the CEC, coordinate public relations and fundraising efforts, establish policies, oversee and approve the budget. The CECGC oversees and monitors the attainment of the educational outcomes to ensure Contract compliance. The Governance Council shall have autonomy and decision-making authority over:
1. Expenditures of allocated budgets, grant funds, and funds donated specifically to the CEC;
  2. School Year Calendar (Any changes to the SDW published student school year calendar must be appropriately communicated to the SDW District Administrator.);
  3. Curriculum and instruction;
  4. Policies and procedures specifically unique to the daily operations of the school that are not addressed in existing CEC policies;
  5. Marketing, registration, and enrollment;
  6. Charter School operations and procedures;
  7. Receiving and disbursing funds for school purposes;
  8. Securing appropriate insurance;
  9. Entering into contracts, including contracts with institutions of higher education, for technical or financial assistance, academic support, curriculum review, or other educational related services;
  10. Pledging, assigning, or encumbering its assets to be used as collateral for loans or extensions of credit;
  11. Soliciting and accepting gifts or grants for school purposes;
  12. Acquiring real property for its use (in alignment with SDW Policy [7415](#));
  13. Suing or be sued in its own name;
  14. Professional Staff Development.

**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 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 Council to ensure the Charter School meets the educational goals set

forth in this Contract. As an instrumentality of the SDW, all Charter School employees are employed by the SDW.

- B. All Administrators, Advisors, and staff at the Charter School will be appropriately licensed by the Department pursuant to Wis. Stat. §118.19. The Human Resources Department of the SDW will verify an applicant's credentials and background prior to hiring.
- C. The number of Administrators, Advisors and other staff assigned to the Charter School will be determined by the Governance Board and approved by the District. SDW teachers shall not have any rights to teaching positions at the CEC. Recommendations for renewal of administrative and teaching contracts will follow the required statutory timeline.
- D. As an instrumentality of the SDW, all Charter School employees are employed by the SDW. The District and the Governance Board will collaborate in the hiring process of Administrators, Teachers, and other staff.
  - 1. When Hiring an Advisor for the CEC: A CEC Advisor hiring committee shall follow the SDW Hiring Checklist. After the completion of interviews, the CEC Administrator will then select and recommend a candidate whose name will be submitted to the CECGC for approval. Once CECGC approval is received, the name of the approved candidate shall be brought forward to the SDW District Administrator and then the Board of Education for hiring.
  - 2. When Hiring the CEC Administrator: The same hiring process contained in Section 3.7(D)(1) shall apply to administrator positions in the CEC, except that the hiring committee shall be comprised of CECGC members, one or more advisors, and at least one member of the SDW administrative team, who will provide guidance throughout this process. The outgoing Administrator of the CEC, if any, may also be included as a member of the hiring committee at the request of the CECGC. Such a hiring committee shall submit the name of the candidate who meets the CEC and SDW standards to the SDW District Administrator and then the Board of Education for hiring.
- E. The Charter School Administrator will evaluate the performance of Advisors and other staff as required by District policy, and will report a brief summary of the evaluations to the Governance Board. The Governance Board will make recommendations regarding renewal and nonrenewal of Administrator and Teacher contracts to the District Board of Education in accordance with applicable statutory timelines and district guidelines and expectations. 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.

1. The CEC Administrator shall be evaluated annually by the CECGC in accordance with the evaluation procedures utilized for all other SDW administrators, and in collaboration with the SDW Administrator responsible for the evaluation of principals. The CECGC and collaborating SDW Administrator shall present any consequent decisions to the SDW Board of Education.

- F. In agreement with the District's and CEC's educational goals, professional development plays an important role for staff. Understanding that not all professional development is applicable to all SDW employees, the CEC Administrator and appropriate SDW Administrator will determine which professional development opportunities are most appropriate/best fit for the needs of the CEC staff.

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

All state and local health and safety regulations and building code standards will be followed at all SDW locations at which the CEC may be located. In addition, the health and safety policies applicable to all other non-Charter Schools in the SDW shall equally apply to the CEC. The CEC shall abide by all local, state, and federal laws regarding health and safety standards. [Wisconsin Statute § 118.40(1m)(b)8]

**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 CEC is a public school and shall not charge tuition [Wisconsin Statute § 118.40(4)(b)1] 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 or family income, academic performance, or English language proficiency. 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. The CECGC will monitor the demographic makeup of the student population. If specific groups are underrepresented, outreach efforts will be further customized to raise awareness of the school and to generate interest in the school. Some examples of this may include holding informational meetings in special locations, providing additional

translation or interpretation services, and expanding services to accommodate people with disabilities.

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

- A. The CEC is open to all students in grades 4K through 8th grade of the SDW, as well as to students applying through the Wisconsin Open Enrollment process, pursuant to Wis. Stat. §§ 118.51, 118.52, or 118.53. Application to and attendance at the CEC is voluntary, and no tuition shall be charged [Wisconsin Statute § 118.40(4)(b)1]. Parents/guardians shall apply for enrollment for their child(ren) by a written or online registration form. [Wisconsin Statute § 118.40(1m)(b)10]. Application to the CEC may happen at any time, except between the start of the CEC enrollment period and the lottery. The enrollment period for the CEC shall occur between the first Monday in February and will close at 5:00 p.m. on March 15, after which a lottery will be held (if necessary).
- B. The CECGC will set enrollment limits for the following school year in accordance with Wisconsin Act 114, which requires districts to determine the number of regular and special education spaces available at the January Board of Education meeting. The process of determining space for open enrollment is based on the SDW Open Enrollment Policy ([5113](#)). According to state and local policy a student must first be accepted into the district before being considered for specific building enrollment, including participation in an enrollment lottery. A student-teacher ratio of 18:1 shall be followed in grades 4K-3 and 20:1 for grades 4-8.
  1. Families selecting admission to the CEC will be informed by the CEC Administrator about the district resources available, limited, and not available at the CEC. Program choices available to CEC students are based on CECGC choices and district resources. Such programming includes but is not limited to: Gifted and Talented, Special Education, English Language needs. If a student who has selected the Charter School as a preference is a student with a disability under the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act, placement will be determined by the IEP team in accordance with federal law and SDW policies.
  2. If the number of applications received during the enrollment window does not exceed the established enrollment cap, then all students who have submitted applications by the deadline and have been accepted by the district open enrollment policy, shall be accepted for admission, and no lottery shall be held. Additional students shall be accepted on a first-come, first-served basis with the date of receipt of application being the

establishment of priority. If a student who has selected the Charter School as a preference is a student with a disability under the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act, placement will be determined by the IEP team in accordance with federal law and SDW policies.

3. If the number of applications received during the enrollment window exceeds the number of open spots:
  - i. First enrollment preference will be given to:
    - a. All pupils who were enrolled in the CEC the previous year;
    - b. Siblings of students who are already attending the CEC.
  - ii. Secondary enrollment preference will be given to:
    - a. The children of founding and current CECGC members;
    - b. The children of CEC employees; provided that the total number of newly enrolling students given preference in these categories (3.10(3)(i)) during an enrollment window does not exceed 10% of the total number of students enrolled in the CEC. [Wisconsin Statute § 118.40(g)(2)].
    - c. In the years that follow, students enrolled initially within these preference categories will be considered returning students and any siblings would simply be siblings of a returning student. These students will not be part of the 10% preference group outlined in 3.10(B)(3)(iii).
  - iii. If the number of children in the preference groups noted in sections 3.10(B)(3)(i-ii) constitutes more than 10% of the school's total population, these students will be subject to the lottery as listed in section 3.10(B)(3)(iv).
  - iv. Next, if seats are still available, a lottery shall be conducted by representatives of the CEC for each grade level that is oversubscribed; a representative(s) of the SDW may also assist with the lottery. The lottery shall be a part of the school record and shall be a random selection of students at each grade level that is oversubscribed to ensure an even distribution throughout the grade levels, to the extent possible. The lottery will proceed from the lowest to the highest grade level. If a student has been selected through the lottery is a student with a disability under the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act, their placement will be determined by the IEP team in accordance with federal law and SDW policies.

- C. **Waiting List:** Those students not accepted via the lottery will be placed on a priority waiting list in the order they were drawn. Students will then be contacted in the order established by the lottery if and when there are openings. Each year the waiting list will expire on the Friday before the start of the CEC enrollment period. A new waiting list will be created in accordance with the process provided above.
- D. **Acceptance:** Parents/guardians of students selected through the lottery will have thirty (30) days to sign and return a letter of commitment confirming that the pupil will attend the CEC. If the letter is not returned within thirty (30) days, the enrollment space for such student shall be offered to the next student on the waiting list created through the lottery process.

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

The SDW's usual and annual audit will include the CEC. The scope of the annual audit shall be determined by the SDW and conducted at the expense of the SDW. The CEC shall participate in all financial audits, and shall comply with all audit procedures and requirements of the SDW audit team as contracted by the SDW Board of Education. 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. [Wisconsin Statute § 118.40(1m)(b)11]

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

The CEC shall follow SDW policies and set forth its own daily procedures and expectations consistent with those contained in SDW policies. The CEC shall observe all state and federal laws regarding student rights and discipline. The CECGC reserves the right to approve the CEC Family Handbook. [Wisconsin Statute § 118.40(1m)(b)12].

**Section 3.13 The public school alternatives for pupils who reside in the District and do not wish to attend or are not admitted to the Charter School.**

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



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

The CEC offers unique opportunities utilizing a 25.5-acre campus, and was created with the intention of offering a choice to families within the district and statewide. Coursework at the CEC develops personal passions, integrating 21st Century Skills, and offers community and place-based learning experiences. The CEC operates on property owned by the SDW and is considered an instrumentality of the SDW.

The SDW shall provide insurance for all operations and personnel involved in the operations and governance of the CEC, including, without limitation: commercial general liability, employer liability, automobile, umbrella, school leaders' error and omissions/educators' legal liability, fidelity bond/crime, workers' compensation, comprehensive coverage, fire and extended coverage and property damage for those acts reasonably related to the operation of the CEC. The establishment of the CEC has no effect on the liability of the SDW. [Wisconsin Statute § 118.40(1m)(b)15].

Liability insurance shall include coverage for sexual abuse and molestation, corporal punishment, athletic events, and use of gymnasium equipment.

<u>Coverage Type</u>	<u>Minimum Limit</u>
Each Occurrence Limit	\$10,000,000
Damages to Rented Premises	\$50,000
Medical Expense [per person]	\$5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Comp/Op Aggregate	\$2,000,000
Auto Liability:	
Combined Single Limit	\$10,000,000
Umbrella/Excess Liability:	
Each Occurrence Limit	\$50,000,000
General Aggregate Limit	Unlimited
Worker's Compensation	Statutory Coverage
Employer's Liability:	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
School Leader's Errors & Omissions/Educator's Legal Liability	

Each Occurrence Limit \$1,000,000

Aggregate Limit \$2,000,000

Crime/Employee Dishonesty Coverage: (commercial insurance or bond covering crime, including employee theft, forgery, larceny, and embezzlement for School employees, Governance Board members, and management companies responsible for the financial decisions of the Charter School)

Limit per loss \$500,000

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

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

## **ARTICLE FOUR: EXEMPTIONS FROM REQUIREMENTS**

### **Section 4.1 Requests for State Waivers:**

The CEC will be exempt from all State educational laws and policies to which it is entitled to exemption in Wisconsin State Charter School Law (Wisconsin Statute § 118.40). Section 118.40(7)(b), Wisconsin Statutes provides that, “except as otherwise explicitly provided, § sections 115 to 121 do not apply to charter schools.” This includes exemption from the Wisconsin Statutes that are listed below in order to emphasize their importance to the operations of the CEC in fulfilling its mission:

- A. Exemption from the statutes identified in items (a) through (d) allows for flexible scheduling for student projects that may occur on non-school days, and for staff attendance at professional meetings and conferences.
  - 1. Commencement of School Term [§ 118.045]
  - 2. School Board Powers (school calendar, school hours, schools closed) [§ 119.18 (6) (7) (8)]
  - 3. School Board Duties [§ 120.12 (15)]
  - 4. School District standards: Number of Instructional hours [§ 121.02(1) (f) and (L)]
  
- B. The CEC is also exempt from § 118.35(3), Wisconsin Statutes, Gifted and Talented program access. Separate Gifted and Talented services shall not be provided, as the curriculum is personalized to student interest and level.

### **Section 4.2 Requests for SDW Board Policy Adjustments and Waivers:**

All SDW policies shall apply to the CEC except for those specifically noted below:

- A. Adjusted Policies:
  - 1. Curriculum Development (2210): The CEC may develop curriculum consistent with the mission of the school and section 3.6(C) of this contract.
  - 2. Eligibility of Resident/Nonresident Students (5111): Refer to section 3.10 of this contract.
  - 3. Selection of Instructional Materials (2521): The selection of instructional materials for use in the CEC will be delegated to CEC staff and approved by the CECGC in accordance with the mission of the school. To be consistent with 3.6(C) of this contract. Reference CEC policy CECpo2521.
  - 4. Adoption of Textbooks (2510): Same as Article 4.2(A)(1). To be consistent with Articles 3.6(C) of this Contract. Reference CEC policy CECpo2510.
  - 5. Employment of Professional Staff (3120): Waivers for policies related to hiring and evaluations, to be consistent with 3.7(A-F) of this Contract. Reference CEC policy CECpo3120.

6. Assignment and Transfer (3130): To be consistent with 3.7(C) of this Contract. Reference CEC policy CECpo3130.

B. Waived Policy:

1. Programs for Gifted & Talented (2464): The CEC shall not provide access to a separate Gifted and Talented program because project-based work is individualized to student level. To be consistent with Article 4.1(B)

## **ARTICLE FIVE: OTHER TERMS, COVENANTS, AND CONDITIONS**

**Section 5.1 Students will be held accountable for their actions and behavior while participating in the CEC'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 CEC policies.**

Teachers, other staff, and students will be subject to policies established by the CEC and the SDW 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 CEC shall be nonsectarian in its programs, admissions policies, employment practices, curricular materials, and operations.**

**Section 5.3 The CEC shall not charge tuition.**

**Section 5.4 Special education and related services.**

- A. Families selecting admission to the CEC will be informed by the CEC Administrator about the district resources available, limited, and not available at the CEC. Program choices available to CEC students are based on CECGC choices and district resources. Such programming includes but is not limited to: Gifted and Talented, Special Education, English Language needs. If a student who has selected the Charter School as a preference is a student with a disability under the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act, placement will be determined by the IEP team in accordance with federal law and SDW policies.
- 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 CEC 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 CEC seeks to sell or otherwise dispose of property, the SDW Board of Education and CECGC will collaborate before reaching final decisions.**

Any property purchased with federal grants must follow applicable laws and regulations; noting that the first rights of property (acceptance and refusal) reside with the SDW. All other property purchased for the CEC, regardless of source, will be disposed of following district disposal of property policy. In following the district disposal of property policy, all funds raised for the CEC are intended to support the CEC, which is an instrumentality of the SDW. This partnership results in funds raised for the CEC that result in property given to the CEC becoming property of the SDW, with the exception of funds raised by the CECGC in support of the Community Garden while located on the grounds of the SDW (i.e., items specifically purchased for the Community Garden “stay” with the Community Garden).

- A. Whenever fundraising for the CEC, forms and public advertisements must include a statement to the fact that this fundraising is on behalf of the CEC, which is an instrumentality of the SDW. Therefore, items purchased through donations/fundraising/gifts become property of the SDW. Upon dissolution of the CEC, any remaining funds held by CEC Inc. will be returned to donors and/or spent in a manner consistent with the intention specified during fundraising and consistent with the 501(c)(3) status of the CEC Inc.
- B. Whenever fundraising for the Community Garden, forms and public advertisements need to include a statement to the fact that this fundraising is on behalf of the Community Garden, which is a program of the CECGC. Therefore, donations and

items purchased through donations/fundraising/gifts ultimately become property of the Community Garden.

- C. If the CEC Inc. disbands or this charter contract is not renewed, the procedures for dealing with property are located in articles 8 & 9 of this contract; and in agreement with the CEC Inc. articles of incorporation.
- D. Regardless of funding, any alterations to the CEC building or grounds must follow SDW BOE policy 7415.

**Section 5.7 All Charter School employees (including Teachers and other staff) and volunteers, shall be subject to background screening as deemed appropriate by the District consistent with Applicable Law.**

The Charter School shall not assign any employee or volunteer, to teach or otherwise have access to students until the District or its designee investigates and determines there is nothing in the disclosed background of the employee or volunteer that would render the employee or volunteer unfit to teach or otherwise have access to pupils of the Charter School including, but not limited to, conviction of a criminal offense or pending charges which substantially relate to the duties and responsibilities assigned to the employee, including volunteers.

**Section 5.8 In return for state aids generated by the Charter School, the District agrees to provide an annual allocation per student for students enrolled in the Charter School as of the Third Friday of September equal to or greater than the revenue received by other SDW schools.**

Building budget allocations are determined through a formula that takes into account items such as but not limited to: student enrollments; transportation expenses; administrative costs; food service costs; building operational and maintenance costs; etc.

**Section 5.9 Operating Budget conversations between the CEC Administrator, CECGC, and the appropriate SDW administrators are expected to occur on an ongoing basis, as needed, to ensure student learning needs are met in a timely manner.**

All spending of community received resources that provide funding for the operating budget must follow school and district missions and priorities.

**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 funding request to the appropriate SDW Administrator.**

Upon receipt, the SDW Administrator will work with the District Administrator to convene the appropriate SDW BOE committee to review the additional funding request. 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 provide transportation services to Charter School students, as provided to other SDW schools.**

**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 Laws and district policies (po 8830 & 8830.01) regarding student records.

**Section 5.17 The Charter School, and its supporting entities, shall comply with District policies and procedures regarding Purchasing, Grants, Gifts and Donations, and Fundraising (including but not limited to the following policies 5830, 6110, 6320, 6325, 6423, 6440, 6450, 6605, 7230).**

- A. All funds raised for the CEC are intended to support the CEC, which is an instrumentality of the SDW. This partnership results in funds raised for the CEC that result in property given to the CEC becoming property of the SDW.
  - 1. Whenever fundraising for the CEC, forms and public advertisements must include a statement to the fact that this fundraising is on behalf of the CEC, which is an instrumentality of the SDW.
  - 2. If the CEC Inc. disbands or this charter contract is not renewed, the procedures for dealing with property are located in articles 8 & 9 of this contract.
  
- B. Regardless of funding, any alterations to the CEC building or grounds must follow SDW BOE policy 7415.

In alignment with the cooperative nature of this agreement, following the SDW's Purchasing policy (6320) is necessary to protect the CEC Inc and the SDW. For example, "Before the employee places a purchase order, s/he shall have the necessary quotes and check whether: (a) the proposed purchase is subject to bid, (b) whether sufficient funds exist in the budget and (c) the goods or services might be available elsewhere in the District" (6320, General Provisions, para. 5).

**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:**

- A. Wis. Stat. §19.41
  
- B. The conflict of interest policy passed as part of the CEC Inc. obtaining 501(c)(3) status as a tax-exempt organization.

**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).

**Section 5.20** All CEC students may participate on athletic teams and may be active members of other clubs and organizations of the SDW. Such activities shall be offered by current SDW allocations and other funding sources.

**Section 5.21** Custodial and maintenance services shall be provided by the SDW at the CEC's facility.

## **ARTICLE SIX: JOINT RESPONSIBILITIES OF THE PARTIES**

### **Section 6.1 Operation or Management Contracts and other Sub-Contracts**

The District reserves the right to review and approve beforehand any Operation or Management Contract for operation or management of the Charter School that the Governance Board seeks to enter into with any third party; provided, however, that such approval shall not be unreasonably withheld, conditioned, or delayed. An "Operation or Management Contract" is a contract that relates to the creation, implementation, or operation of the academic program, instruction, supervision, administration, or business services at the Charter School.

- A. The Governance Board shall submit to the District a copy of any proposed Operation or Management Contract and shall not enter into any such contract until the District approves it. The District shall have a maximum of 60 calendar days after receiving the proposed Operation or Management Contract to review the document and to deliver to the Governance Board a written statement approving or rejecting such contract. If the District does not object in writing within 60 calendar days to the proposed contract, the contract shall be deemed approved. If the District rejects the proposed contract, however, the District shall also 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 for the approval of the District.
- 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, following the measures outlined previously in this contract.

## **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 Wisconsin or 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.

The CEC will provide all the information requested by the Authorizer in order for them to complete the Charter School Authorizer Annual Report. The SDW shall provide the CEC with a copy of the Charter School Authorizer Annual Report prior to submitting it to the DPI. The CECGC will be given an opportunity to review the report, ask questions, and respond to the information contained in the report.

## **ARTICLE EIGHT: REVOCATION OF CONTRACT BY THE DISTRICT**

An unfortunate and yet necessary part of any agreement between two or more parties includes a section about contract revocation. While the District and the CECGC are committed to making this partnership work, should the need for revocation occur, neither party will be surprised due to the clear and frequent conversations prior.

### **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 3.5(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 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.
- E. In the event that this Contract is terminated and the CEC is closed, the SDW will ensure that CEC students may attend other SDW schools.

## **ARTICLE NINE: TERMINATION BY THE GOVERNANCE BOARD**

An unfortunate and yet necessary part of any agreement between two or more parties includes a section about contract revocation. While the District and the CECGC are committed to making this partnership work, should the need for revocation occur, neither party will be surprised due to the clear and frequent conversations prior.

### **Section 9.1 Events of Default by District**

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

- A. The Governance Board has lost its right to exercise authority granted under this Contract and/or under Wisconsin law.
- B. The District defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.
- C. 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 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.
4. In the event that this Contract is terminated and the CEC is closed, the SDW will ensure that CEC students may attend other SDW schools.

## **ARTICLE TEN: TECHNICAL PROVISIONS**

### **Section 10.1 Term of Contract**

The term of this contract will be four (4) years. The term of this Contract shall commence on July 1, 2024 and continue until June 30, 2028. The Contract may be renewed for additional terms as agreed to by the Parties. The decision to renew will be driven by the CEC's performance as outlined in section 3.5 of this contract.

- A. An annual review of this contract must be completed by the SDW Board of Education and CECGC prior to the April SDW BOE meeting. Collaborative review meetings should start no later than January.

### **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 modified during its term upon written agreement by both parties. Any modification shall be signed by both parties, dated, and attached to this original Contract.

### **Section 10.4 Severability**

If any provision of this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

### **Section 10.5 Successors and Assigns**

The terms and provisions of this Contract are binding and shall insure to the benefit of the Parties and their respective successors and permitted assigns.

### **Section 10.6 Entire Agreement**

This Contract sets forth the entire agreement between the Parties with respect to the subject matter of this Contract. All prior application materials, agreements or contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

### **Section 10.7 Assignment**

This Contract is not assignable by either Party without the prior written consent of the other Party.

### **Section 10.8 Non-waiver**

Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No 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:

- A. School District of Waupaca Board of Education President  
(E2325 King Road, Waupaca WI 54981)
- B. Superintendent of the Waupaca School District  
(E2325 King Road, Waupaca WI 54981)
- C. Chain Exploration Center Charter School Governance Board President  
(N3160 Silver Lake Drive, Waupaca WI 54981)

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:

Sandra A. Robinson  
Name

Sandra A. Robinson  
Signature

President, CEC Governance Council  
Title

April 25, 2024  
Date

FOR THE DISTRICT BOARD OF EDUCATION:

Dale A. Feldt  
Name

Dale A. Feldt  
Signature

School District of Waupaca Board  
Title President

April 25 2024  
Date