



February 19, 2016

Mr. Jim Owczarski  
City of Milwaukee  
City Clerk  
City Hall  
200 East Wells Street, Room 205  
Milwaukee, WI 53202

**RE: LETTER OF INTEREST:  
WISCONSIN AVENUE SCHOOL**

Dear Mr. Owczarski,

Penfield Children's Center Inc. ("Penfield"), hereby submits this letter of interest, in accordance with Wis. Stats. §119.61(4)(a) or (b), as applicable, to notify the City of Milwaukee, or its agent, of Penfield's interest to purchase the former Wisconsin Avenue School building located at 2708 West Wisconsin Avenue, Milwaukee, WI 53208 (the "Property"). As outlined in the procedures to submit a letter of interest, we include the following information:

1. Name and address of the property  
Wisconsin Avenue School, 2708 West Wisconsin Avenue, Milwaukee, WI 53208
2. Legal name of the entity submitting the LOI  
Penfield Children's Center, Inc.
3. Mailing address, email address, and telephone number of the entity submitting this LOI  
Penfield Children's Center, Inc.  
833 N. 26<sup>th</sup> Street  
Milwaukee, WI 53233  
[chrisholmes@penfieldchildren.org](mailto:chrisholmes@penfieldchildren.org)  
414-345-6300

## AGREEMENT TO PURCHASE AND LEASE PROPERTY

This Agreement to Purchase and Lease Property (the “**Agreement**”) is entered into as of the 19th day of February, 2016 by and between PENFIELD CHILDREN’S CENTER, INC. or its assigns (“**PCC**”), and PENFIELD MONTESSORI ACADEMY, INC. (“**PMA**”).

**WHEREAS**, PMA is a charter school authorized to operate a public school known as Penfield Montessori Academy pursuant to Wis. Stats. Sec. 118.40(2r).

**WHEREAS**, PCC wishes to purchase the Milwaukee public school building located at 2708 W. Wisconsin Avenue, Milwaukee, Wisconsin (the “**Property**”) and lease the building to PMA for its charter school.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. PPC agrees to use its good faith efforts to purchase the Property and shall submit to the City of Milwaukee a letter of interest to purchase the same.
2. PPC and PMA agree that upon the successful acquisition of the Property, PMA will operate its charter school, Penfield Montessori Academy, in the Property pursuant to the terms of a long-term lease entered into between PMA and PPA or its assigns prior to the closing on the acquisition of the Property.
3. PMA understands that PPA may assign its right to purchase the Property to a single member limited liability company of which PPA is the sole member (“**LLC**”). PPA may assign its rights and obligations hereunder to the LLC without the consent of PMA.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date. February 19, 2016

**PCC:**  
PENFIELD CHILDREN’S CENTER, INC.

By: Robert L. Millberg

**PMA:**  
PENFIELD MONTESSORI ACADEMY, INC.

By: Christine P. Holmes

**CHARTER SCHOOL CONTRACT**

between

THE BOARD OF REGENTS  
OF THE  
UNIVERSITY OF WISCONSIN SYSTEM  
(d/b/a the University of Wisconsin-Milwaukee)

AND

PENFIELD MONTESSORI ACADEMY, INC.  
(Grantee)

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This Contract is made by and between the Board of Regents of the University of Wisconsin System (d/b/a the University of Wisconsin-Milwaukee), with a mailing address of P.O. Box 413, Milwaukee, WI 53201, and Penfield Montessori Academy, located at 833 North 26<sup>th</sup> Street, Milwaukee, WI 53233.

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

**Whereas**, the Chancellor of the University of Wisconsin-Milwaukee is authorized by s. 118.40(2r)(b), *Wisconsin Statutes*, to initiate and enter into a contract with an individual or group to operate a school as a charter school, subject to the approval of the Board of Regents of the University of Wisconsin System; and

**Whereas**, on February 5, 2016 the Board of Regents of the University of Wisconsin System has approved (i) the Chancellor's grant of a charter to the Grantee and (ii) the Chancellor's entering into this Contract with the Grantee for operation of the Charter School; and

**Whereas**, the University of Wisconsin-Milwaukee has established the Office of Charter Schools to serve as the University's administrative unit to implement the provisions of s.118.40, *Wisconsin Statutes*, and to carry out the University's oversight responsibilities under the statute; and

**Whereas**, it is the intention of the Chancellor of the University of Wisconsin-Milwaukee to grant charter school status to qualified organizations that can bring quality educational services to the children residing within the State of Wisconsin pursuant to the provisions of s. 118.40, *Wisconsin Statutes*; and

**Whereas**, the mission of the University of Wisconsin-Milwaukee includes research and the dissemination of knowledge that results from research, and the particular mission of its School of Education is to provide leadership and inspiration for learning and human development in urban communities; and

**Whereas**, the Office of Charter Schools has been organized to cooperate with community organizations, parent groups, educators and other individuals who are committed to improving the quality of education for children; and

**Whereas**, the Parties have successfully negotiated this Contract as a charter school contract in accordance with s. 118.40, *Wisconsin Statutes*, and in particular, the provisions specified under sub. (1m)(b) 1. to 14. and sub. (2r)(b), and additional provisions as authorized by sub. (2r)(b);

**NOW THEREFORE,**

- A. As contemplated under Wis. Stat. § 118.40(2r)(b), the Chancellor, with the approval of the Board of Regents of the University of Wisconsin System, hereby establishes by charter the Charter School;
- B. The Chancellor, with the approval of the Board of Regents of the University of Wisconsin, hereby enters into this Contract with Grantee and thus hereby authorizes the Grantee to operate the Charter School; and
- C. In consideration of this grant, the Chancellor, with the approval of the Board of Regents of the University of Wisconsin System, and the Grantee hereby agree as follows:

ARTICLE ONE: DEFINITIONS

Section 1.1 Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

- (1) “Applicable Law” means all federal, state, and local laws now or in the future applicable to Wisconsin charter schools.
- (2) “Board” or “Board of Regents” means the Board of Regents of the University of Wisconsin System.
- (3) “Chancellor” means the Chancellor of the University of Wisconsin-Milwaukee or any designee of the Chancellor.
- (4) “Office” means the Office of Charter Schools at the University of Wisconsin-Milwaukee, and for the purposes of this contract, is a designee of the Chancellor.
- (5) “Charter School” and “School” mean a school to be known as Penfield Montessori Academy, which is under the control of the Grantee.
- (6) “Day” shall mean calendar day,
  - (a) The first day shall be the day after the event, such as receipt of a notice, and
  - (b) Each day after the first day shall be counted, except that a Saturday, Sunday, or legal holiday shall not be counted if it would be the final day of the period.
- (7) “Department” means the Department of Public Instruction of the State of Wisconsin.
- (8) “District” means the school district in which the School is physically located.

- (9) "Grantee" means Penfield Montessori Academy, Inc., a corporation duly organized and existing under the laws of the State of Wisconsin.
- (10) "Parties" means the Board (including the University) and the Grantee, through their designated representatives.
- (11) "School Board" means the Board of Directors of the Charter School.
- (12) "University" means the Board, d/b/a the University of Wisconsin-Milwaukee, and the Chancellor acting as the Board's representative.

## ARTICLE TWO: PARTIES, AUTHORITY AND RESPONSIBILITIES

Section 2.1 The Parties to this Contract are the University and the Grantee.

Section 2.2 The University.

- (1) Under the authority of Wis. Stat. § 118.40(2r), the University, with the approval of the Board, hereby grants to the Grantee a charter to operate a Charter School under the terms and conditions of this Contract.
- (2) On behalf of the University, the Chancellor shall exercise all oversight responsibilities as set forth in this Contract.
- (3) The Chancellor may conduct research as set forth in Article Eight and elsewhere in this Contract.

Section 2.3 The Grantee. The Grantee is responsible and accountable for performing the duties and responsibilities associated with the Charter School assigned to it under this Contract.

Section 2.4 The Parties agree that the establishment of the Charter School shall have no effect on the liability of the University other than as to those obligations specifically undertaken by the University herein. The University thus shall not be liable to any person not a Party to this Contract on account of the establishment or operation of the Charter School. Further, the University assumes no obligation with respect to any officer, director, employee, agent, parent, guardian, student, or independent contractor of the Grantee or the Charter School, or any other persons receiving services from or doing business with the Grantee or Charter School.

## ARTICLE THREE: OBLIGATIONS OF GRANTEE UNDER WISCONSIN STATUTES SECTION 118.40

Section 3.1 With regard to the requirements for Charter Schools set forth in Wis. Stat. § 118.40(2r)(b)2, the Grantee hereby agrees to operate the Charter School in compliance with all of the following specifications:

- (1) The name of the person or entity seeking to establish the Charter School:  
Christine P. Holmes, President and CEO of Penfield Children's Center, Inc.

- (2) The name of the person who will be in charge of the Charter School and the manner in which administrative services will be provided:

The President and CEO of Penfield Children's Center, Christine P. Holmes, who reports to the Penfield Children's Center Board of Directors, will have responsibility for the school and all other programs operated by Penfield Montessori Academy until a Governance Board for Penfield Montessori Academy is appointed. The Governance Board will have four officers: president, vice-president, secretary, and treasurer.

During the school's operation, the Principal (i.e. Head of School) will supervise teachers and other school staff. The Principal will be responsible for all aspects of the school operation, including the delivery of academic programs during the school day and before and after school programming.

Administrative services will be provided by Penfield Children's Center through an agreement (the "Service Agreement") that will be jointly agreed upon by the Penfield Montessori Academy governance board and the President of Penfield Children's Center. A final draft of the Service Agreement shall be provided to the Office and must be approved by the Office prior to execution. Any revisions of the Service Agreement are similarly subject to Office approval.

In the event there is a change in the Principal or Executive Director of the Charter School, or a material change in the leadership of the Charter School as described in this subsection, the Grantee agrees to notify the Office and the Department immediately of the change. The Grantee shall provide the Office with a copy of the curriculum vitae of the Principal or Executive Director.

- (3) A description of the educational program of the School:

Penfield Montessori Academy will foster an inclusive environment in which children of all abilities, learn and grow together. Guided by the philosophy of Maria Montessori, Penfield Montessori Academy will create a rich and challenging environment, which will ensure each child realizes his or her full potential – academically, emotionally, physically and socially – in a safe, supportive and culturally-diverse setting. The School will make a concerted effort to provide a setting in which children who are living in poverty, members of minority groups, and those with disabilities and delays have an opportunity to close the achievement gap that currently exists. By using the Montessori approach to education, all students will have the opportunity to learn and thrive in a diverse environment that promotes academic and social skills. Once they acquire these skills, students will be prepared to lead successful lives.

Other essential elements of our Montessori program include:

- Multiage classrooms



- Individual Learning Plans (ILP's) for all students and Individual Education Plan (IEP's) for qualifying students
- A full-inclusion special education model
- A focus on literacy as communication
- Connections between school, home, and the community

### **Primary Classroom Environment (3 – 6 years old)**

The Penfield Montessori Academy primary environment will be comprised of the following work areas: practical life, sensorial, language, mathematics, and cultural work.

#### **Practical life:**

Among other life skills, children learn how to wash, cook, sweep, plant, and sew.

#### **Sensorial:**

Children learn through sight, touch, sound, taste, and smell using binomial cubes, geometric shapes, constructive triangles, tasting bottles, and other materials that enable the child to classify, clarify, and comprehend the world.

#### **Language:**

Children are introduced to nomenclature and vocabulary through spoken language games. They are also introduced to the 26 letters of the English alphabet and their associated sounds. With the help of a movable alphabet, children are able to write words, sentences, and stories. Reading quickly follows with materials that help explore grammar and the structure of language.

#### **Math:**

Children are taken from the concrete to the abstract through manipulation, experimentation, and invention by using math materials.

#### **Cultural Work:**

Within the sensorial area of the classroom, Dr. Montessori designed a series of materials and lessons that are now often referred to as the cultural work or cultural extensions. As part of the child's exploration of sound, primary classrooms have a material known as the bells, consisting of two sets of 13 bells ranging from middle to high C. The geography materials are considered part of the sensorial area of the classroom, as the lessons all begin with a sensorial introduction to the concept being taught. Additional work with geography includes land and water forms (lakes and islands, etc.), nomenclature cards and country flags.

### **Elementary Classroom Environment (6 – 12 years old)**

From ages six through age twelve, children are motivated by a natural curiosity and tendency to explore disciplines such as the arts, math, and social studies. Dr. Montessori used the term “cosmic education” to refer to this stage of education best fitting this period of child development. The Great Lessons are at the center of Montessori elementary education. These Lessons are stories that explore the beginnings of the universe, the formation of the stars and planets, the progress of plant and animal life, the arrival of humans and language, and the origins of mathematics, geometry, and the sciences.

From these stories, students develop sensitivity to the way things live, to the interdependence of life, and to the fundamental needs of human beings. Timelines charts and research cards of human needs help the student in independent study and inspire more research in geology, sciences, biology, geography, and history. Montessori elementary students use their imagination and reasoning minds to explore all the parts of the universe. They may be engaged in a variety of learning activities at the same time.

The Charter School shall pursue and make reasonable progress toward the achievement of the academic and non-academic goals set forth in the Application and in the Annual Accountability Plan described herein.

- (4) The methods the School will use to enable pupils to attain the educational goals under Wis. Stat. § 118.01, including a description of how pupils with disabilities will be served:

#### Differentiated Instruction

The teacher will modify instruction based on content, process, product, and the learning environment to meet the diverse needs of students. In addition, data from formative assessments will guide the teacher in the development of flexible groupings based on student goals and needs.

#### Montessori Method

The Montessori Method supports differentiated learning for all students and provides independent pacing, mixed age groups, and materials that are presented from simple to complex. The classroom environment is strategically prepared by the teacher to enable students of all abilities to develop independence, freedom within limits, a sense of order, and achieve mastery learning.

#### Mastery Learning

Teachers will use ongoing assessments to assess mastery of statewide performance standards. Students who are in need of remediation or acceleration will receive targeted instruction through the use of flexible grouping, small group instruction, and/or differentiated homework.

#### Flexible Grouping

The teacher will use ongoing assessment data to make informed decisions about student needs and provide opportunities for students to engage in personalized instruction, small group instruction, and/or peer learning.

#### Personalized Instruction

The teacher will engage students by providing instruction based on the academic, social, emotional, and behavioral needs of students.

#### Whole Group Instruction

Teachers will use whole group instruction to introduce new concepts, emphasize speaking and listening skills, model concepts, and promote positive interactions with peers.

#### Small Group Instruction

Small group instruction will be used to re-teach concepts taught during whole group instruction. During small group instruction, the teacher will provide targeted instruction or guidance to students in need of remediation or acceleration.

#### Peer Learning

The Montessori classroom environment provides a three-hour uninterrupted work cycle.

The multiage groupings promote peer collaboration and learning.

Penfield Montessori Academy will serve as its own Local Education Agency (LEA) and is fully responsible for delivering a free appropriate public education (FAPE) to all students with disabilities enrolled at the school. Penfield Montessori Academy will be responsible for implementing all procedures and timelines associated with evaluations, as well as developing Individualized Education Programs (IEPs) for making the full continuum of education settings available as defined in the least restrictive environment (LRE) regulations. Penfield Montessori Academy will follow specific timelines and expectations required by disability laws (i.e. IDEA, section 504, and ADA) and procedural safeguards.

School professionals, including DPI-licensed school staff, who believe a child has a disability, will make referrals to Penfield Montessori Academy. Other individuals, including parents, who believe a child might have a disability, may refer the child to Penfield Montessori Academy for a special education evaluation. Penfield Montessori Academy will assemble the IEP team by appointing the required individuals. Parents will be equal participants on the team. IEP participants will include, but are not limited to parents, classroom teacher (if the child is, or may be, participating in a regular educational environment), special education teacher, and other LEA representatives such as behavioral therapists, physical or occupational therapists.

General education teachers will partner with the special education teacher to accommodate and modify instruction and assessments to allow all students access to the general education curriculum. Parents will be informed of procedural safeguards prior to entering the IEP Process and during the IEP process. Procedural safeguards are designed to protect the rights of parents and their child with a disability. Penfield Montessori Academy parents will be made aware of the following procedural safeguards: the right to participate in all meetings, examine all educational records, and obtain an independent educational evaluation (IEE), as well as formal methods to solve problems through the use of facilitated IEPs, mediation, IDEA State Complaints, and due process hearings.

Penfield Montessori Academy will use the Response to Intervention (RTI) process for students who experience frequent academic, social, emotional, and/or behavioral challenges. The RTI process will ensure that all students learn and progress academically, socially, emotionally, and behaviorally when provided with quality instruction. In addition, the RTI process will allow staff at Penfield Montessori Academy to determine the need for further research-based instruction and/or intervention in general education, special education, or both. Students are able to move in and out of the individual tiers based on how well they respond to RTI strategies. Specific goals of Penfield Montessori Academy's RTI process are as follows:

- Modify instruction and implement research-based interventions depending on individual needs with the ultimate goal being student success in the form of increased student achievement and positive behavior as early as possible.
- Ensure that students' difficulties are not due to lack of appropriate instruction.
- Identify student needs early because the longer a child progresses through school without the support he/she needs, the lower the probability is of correcting the deficit.
- Make informed decisions about what resources are needed to ensure student success by closely monitoring student progress based upon up-to-date data.

Penfield Montessori Academy's RTI process is a three tiered approach. Tier 1 uses a Universal Screener such as DIBELS, SRI, and/or MAP Testing to determine the academic level of students. Tier 2 provides targeted and/or supplemental support for students that includes differentiated instruction and targeted small group instruction. Tier 3 offers support for students in a small or individualized setting with specialized educators such as a Special Education, Title 1, and/or ESL Teacher. The RTI Team will meet periodically and as needed to support students who are experiencing academic or behavioral challenges. Parents will be invited to attend the meetings pertaining to their child as their input is encouraged and welcomed.

- (5) The method by which pupil progress in attaining the educational goals under Wis. Stat. § 118.01 will be measured:
- (a) The Charter School shall administer the examinations under Wis. Stat. §§ 118.30(1r) and 121.02(1)(r) to pupils enrolled in the Charter School and shall cause the testing data for the Charter School to be transmitted to the Office in such form as the Office shall determine.
  - (b) The Charter School shall administer the Measures of Academic Progress testing program developed by the Northwest Evaluation Association (“NWEA”), or other assessment system approved by the Office, as annually designated by the Office. These assessments are designed to measure student progress and to provide information that can be used to improve teaching and learning. The Charter School shall cause such testing data to be transmitted to the Office in a timely manner. The University will contract with NWEA, or another designated provider, to make the testing program available to the Charter School. The Charter School agrees to reimburse the University for any expenses relating to such assessment including but not limited to the following: a pro rata portion of NWEA’s startup costs charged to the University; NWEA’s annual per student licensing fee based on the Charter School’s total number of individual students assessed; a pro rata portion of NWEA’s Training Workshop(s) fee(s); and any additional individualized or customized training(s) provided to the Charter School. This reimbursement is in addition to and does not supersede any of the Charter School’s other contractual obligations under Section 4.6 of this Agreement.
- (6) The governance structure of the School, including the method to be followed by the School Board to ensure parental involvement:

The governance structure of Penfield Montessori Academy shall be managed by its Board of Directors. Penfield Children's Center is the sole corporate member of the Penfield Montessori School Board and will appoint the first School Board members. The number of members of the corporation shall be no more than fifteen (15) and no less than five (5), with a minimum of two and a maximum of three who will be parents of Penfield Montessori Academy students. The School Board shall have and exercise the corporate powers prescribed by the laws of the State of Wisconsin, and more particularly described in Wis. Stat. § 118.40 and the charter of the School. The School Board will be responsible for setting and overseeing school policies and procedures. Nominations for parents to the School Board will be taken throughout the school year and will be voted on at the annual meeting. If a resignation occurs during the course of the year and parent representation is needed, the sitting School Board members can hold a vote at any School Board meeting to ensure continuous representation.

Parent engagement will include but are not limited to such duties as School Board services, resource development, volunteering within the school and planning events that are educational, social, and skill-building for all family members. Within three years, Penfield Montessori Academy will establish a Parent Teacher Organization if there is sufficient parental interest. A matrix of engagement levels will be completed annually for each family.

The School Board will meet formally, every month, throughout the academic year. One of these meetings will include a review of its strategic plan, its evaluation of the school, and set strategic goals for the following year. One School Board meeting will be considered the annual meeting, during which it will review policies, licenses, certifications, board member terms, and other business responsibilities. The School Board will establish its own terms and term limits, which will be designated in the by-laws.

Parent-teacher conferences shall be held at least once per year.

- (7) Subject to Applicable Law, the qualifications that must be met by the individuals to be employed in the School:

Penfield Montessori Academy will hire qualified candidates that meet the qualifications outlined by the Wisconsin Department of Instruction. Each staff member must meet the educational requirements, licenses, and/or certification requirements for the position in which they apply. Copies of transcripts and licenses will be kept in the employee's file. Expiration dates will be closely monitored by the Head of School and the Penfield Children's Center Human Resources Manager to ensure that licenses are renewed in a timely manner.

All school personnel for whom licensure is required under Wis. Stat. §§ 118.19(1) and 121.02(1)(a)2 shall hold a license or permit to teach issued by the Department. Notwithstanding the foregoing, however, the Parties acknowledge and agree that the Charter School is not an instrumentality of the District, and thus

that the Charter School is not subject to requirements arising in connection with Wis. Stat. §§ 118.40(7)(a) and 118.40(7)(am).

- (8) The procedures that the School will follow to ensure the health and safety of the pupils:

Penfield Montessori Academy will comply with the following procedures to ensure the health and safety of all students:

- Prior to hiring, all employees must pass a criminal background check and fingerprinting if required.
- Upon hire, staff receives training in identifying and reporting suspected child abuse or neglect and are informed of their role as a mandated reporter.
- Daily rounds will be conducted by the Head of School and/or designee to ensure the safety and well-being of all students.
- Parents and others picking up must sign out the child, provide the necessary identification, and receive verification from the school before they can access any student.
- Emergency evacuation plans are posted in every classroom.
- Fire and evacuation drills are conducted at least once a month during the 9 months that school is in session.
- Security cameras capture all exterior entrances of the school building, and may also cover the hallways, playground, cafeteria, gymnasium, and other locations throughout the building.
- All parents must enter the building through one designated location.
- A school safety plan outlines the procedure for tornado, earthquake, and fire drills. Lock-down procedures are also outlined in the school's safety plan.
- In the event of an emergency that causes Penfield Montessori Academy to become unsafe, a local community facility is the designated location for staff to evacuate students, contact parents, and wait for parents to arrive.
- Partner with community organizations to ensure students receive the necessary immunizations, and health and dental screenings.
- Ensure that staff has the necessary immunizations and/or vaccinations to promote quality of care.
- Contract with the necessary agencies for nutrition and/or health services.

The School shall take all reasonable and necessary steps to ensure the health and safety of its students, which shall include but are not limited to the following:

- (a) The Charter School shall comply with all Applicable Laws.
- (b) The Charter School shall ensure that all School staff receive training annually on mandatory reporter obligations under Wis. Stat. § 48.981. If the School requires employees to complete an incident report or in some other way notify supervisors/administrators when they suspect a student

has been neglected or abused, the training, and any written policy on the subject, must be clear that such action does not fulfill their reporting responsibilities. The School must also provide alternative reporting channels in the event the misconduct involves someone in the normal reporting chain such as an administrator.

- (c) The Charter School will drill all students on evacuation to a safe location in the event of fire, tornado, armed intruder or other safety hazards.
- (d) Any other actions as may be reasonably requested by the Office.

- (9) The means by which the School will achieve a racial and ethnic balance among its pupils that is reflective of the District population:

The racial and ethnic demographics of Penfield Montessori Academy pupils will represent a cross-section of children currently served at Penfield Children's Center and the Avenues West neighborhood, which is a largely minority. Penfield Montessori is committed to serving the needs of the Avenues West neighborhood but since Penfield Children's Center currently draws families from throughout Milwaukee County and adjacent counties, Penfield Montessori Academy expects to serve students from those areas as well, which will promote a greater racial balance.

Penfield Montessori Academy values diversity and holds the belief that full integration is essential for the health of the school and community. Recruitment and marketing will reflect Penfield Montessori Academy's commitment to serving both high-needs and typically-developing students. Penfield Montessori Academy will use recruitment methods that promote an equitable balance of applicants from diverse backgrounds. During the recruitment process, Penfield Montessori Academy will recruit in a manner that does not discriminate against students of a particular race, color, national origin, religion, sex, or against students with disabilities.

In addition to general recruitment methods, Penfield Montessori Academy will utilize strategies to recruit students with disabilities at a rate comparable to or greater than the Milwaukee Public Schools District. Students with special needs will be integrated into all regular core-content classrooms. In addition to the anticipated special needs population, Penfield Montessori Academy anticipates a significant English Language Learner population.

- (10) The requirements for admission to the School:

Enrollment will be open to all residents of the state of Wisconsin. Open enrollment begins in January for all grades. Penfield Montessori Academy will not discriminate on the basis of sex, race, religion, national origin, national ancestry, pregnancy, marital or parental status, sexual orientation, or physical, emotional, or learning disability.



Penfield Montessori Academy will use a lottery to admit students if the School is oversubscribed. Penfield Montessori Academy, agrees to hold the lottery at least 30 days prior to the start of each academic year. In the event of oversubscription, children of faculty and staff of the school provided they constitute only a small percentage of the school's total enrollment, and siblings of currently enrolled students will be exempt from the lottery and automatically admitted. Based on the availability of seats, parents will be notified of acceptance to the school. Parents will be required to submit proof of residency for the state of Wisconsin (i.e. utility bills, rental agreements, etc.).

During the 2016-2017 school year, to be eligible for enrollment in K4, students must turn four years old by September first of 2016. To be eligible for enrollment in K5, students must turn five years old by September first of 2016. Similar cutoff dates will be used in all subsequent years. The School may adopt an early admission policy provided that such policy is approved in writing by the Charter School Office. It is anticipated that the School will expand to offer K4- 8th grade education over the course of eight years. The School acknowledges that only students who reside in Milwaukee County and any adjacent county may attend the School. The parties project a minimum initial enrollment of 90 students.

The Grantee acknowledges and agrees that if the capacity of the School is insufficient to accept all pupils who apply, it must use a lottery to admit students, in which case the Grantee agrees to hold such lottery no later than 30 days prior to the start of each academic year. The following exceptions apply to this requirement:

1. The Grantee is required to give preference to pupils enrolled in the School in the prior year and their siblings.
2. The Grantee may give preference to children of the School's founders, governing board members, and full-time employees, but must limit the number of such children to no more than 10% of the School's total enrollment.

The parties project a minimum initial enrollment of 90 students. If the School fails to meet this projection by 30 days prior to the start of its first academic semester, as demonstrated through an enrollment application signed by a student's parent/guardian or other reasonable documentation, the School may not open. The Office reserves the right to verify the enrollment documentation.

- (11) The manner in which annual audits of the financial and programmatic operations of the School will be performed:

The Grantee shall submit audited financial statements of the Charter School's operation, along with the auditor's management letters and any exceptions noted by the auditors, to the Office annually beginning after the first full school year. The audit reports shall be prepared by a certified public accountant and submitted

to the Office within 120 days after the end of the Grantee’s fiscal year. The audit report must contain a statement as to whether the auditor does or does not have substantial doubt as to the Grantee’s ability to continue as a going concern. The Grantee shall provide the Office with the name and contact information of the certified public accountant who will be performing the audit by no later than August 1 of each year. If the audited financial statements do not utilize the list of revenues and expenditures identified in Appendix E, the Grantee will simultaneously submit a completed Appendix E, along with a written verification from the auditor that the total revenues and total expenditures are accurately stated.

- (12) The procedures for disciplining students:

This information is set forth in Appendix C.

- (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:

Under Wis. Stat. § 118.40(6), no pupil may be required to attend the Charter School. Students who do not wish to attend or are not admitted to the Charter School remain eligible to attend their district’s schools.

- (14) A description of the School’s facilities and the types and limits of the liability insurance that the School will carry:

A total of three multiage 4K and 5K classrooms will be housed in the building of Penfield Children’s Center located at 833 N. 26th Street. Penfield Children’s Center is fully handicapped accessible and has a meeting space, playground, and food service facility.

A comprehensive facility plan must be submitted to the Office at least ninety days prior to the school opening. Any change in location or increase in number of campuses must be approved in advance by the Office.

The Grantee shall provide the Office with evidence of a lease or ownership of the School premises in accordance with the provisions of Section 7.4 of this Contract.

The Grantee shall provide the following insurance coverage with minimum limits as set forth below:

<u>Coverage Type</u>	<u>Minimum Limit</u>
A. Commercial General Liability (which must include coverage for sexual abuse and molestation, corporal punishment, athletic events, and use of gymnasium equipment):	
Each Occurrence Limit	\$1,000,000

	Personal & Advertising	\$1,000,000
	Damages to Premises Rented to You	\$500,000
	General Aggregate	\$2,000,000
	Medical Expense	\$5,000
B.	Auto Liability	
	Combined Single Limit	\$1,000,000 each accident
C.	Umbrella (providing excess employer's liability, general liability and auto liability coverage)	
	Each Occurrence Limit	\$5,000,000
	General Aggregate Limit	\$5,000,000
D.	Worker's Compensation	
	Worker's Compensation	Statutory Coverage
E.	School Leader's Errors & Omissions/Educator's Legal Liability	
	Aggregate Limit	\$2,000,000
F.	Fidelity Bond Coverage (covering Crime, and including employee theft, forgery, larceny and embezzlement for the employees, School Board members and management companies who are responsible for the financial decisions of the Charter School, including but not limited to the CEO)	
	Limit per Loss	\$500,000

The "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" shall be named as an additional insured under the insurance policies described in section A, B, C, and F above. A certificate of insurance evidencing the aforementioned insurance requirements is to be provided to the Office annually, prior to the start of each academic year; specifically, the certificate holder shall be the Board of Regents of the University of Wisconsin System, c/o UWM Office of Charter Schools, Enderis Hall Room 221, P.O. Box 413, Milwaukee, WI 53201. The Grantee shall immediately notify the Office upon receipt of a notice of cancelation, non-renewal or change in coverage by any of its insurers. Should the Grantee be unable to obtain any of the aforementioned coverages, the Grantee may seek a written waiver of the above provisions from the University's Risk Manager by directing such a request to the Office. Under no circumstances is the Board's right to recovery of damages limited to the fact that it is named as an additional insured under the insurance policies noted above.

The Grantee shall require subcontractors of the Charter School to be insured and provide a certificate of coverage providing for the following:

A. Workers Compensation	Statutory Coverage
B. Commercial General Liability	
Each Occurrence Limit	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed	
Operations Aggregate	\$1,000,000
C. Automobile Liability	
Combined Single Limit	\$1,000,000

The “Board of Regents of the University of Wisconsin System, its officers, employees, and agents” shall be named as an additional insured under the insurance policies described in section A, B, C.

In addition, for high risk subcontractors providing the following services: air charter, asbestos abatement, building construction and remodeling, custodial, daycare, elevator maintenance, manual food service, medical services, recreational services/high risk entertainment, refuse transportation and disposal, security, and transportation of people, the Grantee shall require subcontractors to provide a certificate of insurance proving they have obtained the appropriate insurance coverages and limits as detailed in their high risk category, and is further described in the UW-System Risk Management Manual (<https://www.wisconsin.edu/risk-management/manual/vendor-certificates/>), the relevant portion of which is attached hereto at Appendix A. Should the Grantee be unable to obtain proof of insurance as required in this subsection from a particular subcontractor, the Grantee may seek a written waiver of the above provisions from the University’s Risk Manager by directing such a request to the Office.

For the purposes of this subparagraph, “subcontractor” is defined as any third party or entity with which the Grantee contracts for the provision of goods or services related to the School, whose employees or representatives will have face-to-face contact with students, staff, or the School site, and which subcontractor is not expressly covered by the Grantee’s own liability insurance coverage as described above.

(15) The effect of the establishment of the Charter School on the liability of the University:

(a) The University shall not be liable to any person not a Party to this Contract on account of the establishment or operation of the Charter School. Further, the University assumes no obligation with respect to any officer, director, employee, agent, parent, guardian, student, or independent contractor of the Grantee or the Charter School, or any other persons receiving services from or doing business with the Grantee.

(b) The Parties agree that nothing contained in this Contract will create any association, partnership, or joint venture between the Parties, or any employer-employee relationship between the University and the Grantee or the Charter School.

(16) The methodology that will be used by the School Board to monitor and verify pupil enrollment, credit accrual, and course completion.

Penfield Montessori Academy will use Montessori Compass as its student information system to monitor and verify pupil enrollment and course completion. Montessori Compass allows for complete record-keeping as data is available to all staff through an online database. Montessori Compass will allow Penfield Montessori Academy staff to input and maintain data, including students' individualized lessons, progress, demographics, attendance, behavior, contact information, and assessments. By using an online record-keeping database, Penfield Montessori Academy can provide parents with weekly, individualized reports on their child's academic and social progress. Reports will include teachers' suggestions for home activities that align with the Montessori curriculum.

In addition, Montessori Compass will provide parents with access to student schedules, grades, assignments, and the school calendar. Staff will have access to necessary student and family information. The system will allow open and clear communication among staff, as well as between staff and families, to make certain each child reaches his or her full potential with the appropriate level of support inside and outside of school. Montessori Compass can be accessed by staff and parents from any web-enabled device.

Penfield Montessori Academy will comply with all Wisconsin Department of Public Instruction reporting requirements, and submit required updates regarding student attendance, demographics and discipline using the data contained in Montessori Compass. Penfield Montessori Academy will follow all local, state and federal guidelines regarding confidentiality and security of student records.

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

Section 3.3 Tuition. To the extent provided in Wis. Stat. § 118.40 *et seq.*, the Charter School shall not charge tuition.

Section 3.4 Anti-discrimination. The Charter School may not discriminate in admission or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability.

#### ARTICLE FOUR: ADDITIONAL OBLIGATIONS OF THE GRANTEE

The Grantee hereby covenants to undertake the following:

Section 4.1 Compliance with Applicable Law. The Charter School shall comply with all Applicable Law, which may change from time to time. The Charter School acknowledges and agrees to comply with the following laws:

- (1) Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d-2000d-7;
- (2) Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 *et seq.*;
- (3) Age Discrimination Act of 1985, 42 U.S.C. § 6101 *et seq.*;
- (4) Section 504 of the Rehabilitation Act of 1974, 29 U.S.C. § 794, and the Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213.
- (5) Individuals with Disabilities Education Act, 20 U.S.C. § 1400-1485 *et seq.*
- (6) Family Education and Privacy Rights Act, 20 U.S.C. § 1232(g) and Wis. Stat. §118.125 Pupil Records;
- (7) Drug-Free Workplace Act, 41 U.S.C. § 701 *et seq.*;
- (8) Asbestos Hazard Emergency Response Act, 15 U.S.C. §§ 2641-2655; and
- (9) No Child Left Behind Act of 2001, 20 U.S.C. §§ 6301-6578, and its implementing regulations, 34 C.F.R. § 200 *et seq.*
- (10) Wis. Stat. §48.981 Abused or Neglected Children
- (11) Wis. Stat. § 118.31, which prohibits corporal punishment of pupils
- (12) Wis. Stat. §118.32, which prohibits a strip search of a pupil
- (13) Wis. Stat. §115.415 Educator Effectiveness

If the Applicable Law requires the Office to take certain actions or establish requirements with respect to the Grantee, the Grantee shall cooperate with those actions and comply with those requirements. In particular, if there is no applicable federal waiver in effect, the Grantee agrees to comply with the responsibilities and obligations of the Title I, Part A accountability provisions as specified under the No Child Left Behind Act of 2001 (the “NCLB”) and its implementing regulations established by the U.S. Department of Education, which may include participating in statewide assessments, meeting the state adequate yearly progress definition, meeting public and parent reporting requirements, implementing school sanctions if the Grantee is identified for school improvement, and meeting the highly-qualified teachers and paraprofessional requirements.

Section 4.2 Non-profit Status. The Charter School shall be created, maintained, and operated by the Grantee, a nonstock corporation created under chapter 181, Wisconsin Statutes. The Grantee shall provide to the Office documentary evidence that it is a nonstock organization in good standing under the laws of the State of Wisconsin, including a copy of its By-Laws, by the date this Contract is executed. The Grantee shall remain a nonstock corporation under the laws of Wisconsin for the duration of this Contract and shall from time to time (but not more often than annually) after the date this Contract is executed, as the Chancellor requests, provide the Office documentary evidence that confirms its good standing and its nonstock status. The Grantee shall apply for and obtain tax-exempt status under section 501(c)(3) of the Internal Revenue Code of 1986.

Section 4.3 Background Screening. The Grantee shall, at its own expense, perform or cause to be performed background screening through the State of Wisconsin Department of Justice of all full- and part-time employees, agents, contractors, and volunteers engaged at the Charter School as teachers or otherwise having access to pupils, and shall not assign any employee, agent, contractor, or volunteers to teach or otherwise to have access to pupils until the Grantee or its designee investigates and determines that there is nothing in the disclosed background of the employee, agent, contractor or volunteer which would render the him/her 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, agent, contractor, or volunteer. For purposes of this Section, “volunteer” shall mean a non-paid person who serves at the Charter School and who has significant or unsupervised access to pupils, but shall not include a parent/guardian whose significant/unsupervised access is limited to his/her own child/ward.

Section 4.4 Employment of Personnel. The Grantee or its agents or designees shall contract with personnel in accordance with all state law requirements regarding certification and qualifications of employees of public schools, including but not limited to, Wis. Stat. § 118.19 and Wis. Stat. § 121.02. The Grantee shall provide to the Office a copy of all faculty and staff certification reports filed with the Department, including but not limited to the Fall Staff Report (Report No. PI-1202), showing that such personnel are licensed as required by this section or have applied for licensure from the Department. The Grantee or its designee shall make available to the Office, upon request, all licenses, certifications, and employment contracts for personnel engaged at the Charter School.

Section 4.5 Training. School Board shall participate in any training required by UWM.

Section 4.6 Administrative Fee.

- (1) The Grantee shall pay to the University annually an administrative fee to reimburse the University for the actual direct and indirect costs of administering this Contract during each period of July 1 to June 30 during the term of this Contract, which actual costs shall include but not be limited to execution of the University’s oversight responsibilities. Actual costs shall not include research fees. The administrative fee shall be determined by the University but shall not exceed 3% of the amount paid to the Grantee each year by the Department under Article Five, Section 5.2 of this Contract.
- (2) Not later than June 1 of each year during the term of this Contract, the University shall provide the Grantee with an itemized budget showing the University’s best estimate of its proposed total expenditures for administering the Contract during the upcoming period of July 1 to June 30. The Grantee shall thereafter pay to the University the amount of such proposed total expenditures, doing so in four (4) equal payments, each due within ten (10) days after the Grantee shall have

received from the Department a quarterly payment payable under Wis. Stat. § 118.40(2r)(e).

- (3) In addition, not later than October 1 of each year during the term of this Contract, the University shall provide the Grantee with an end of year financial statement showing the University's actual total expenditures for administering the Contract, as provided in this Section 4.6, during the period of July 1 to June 30 then just completed. Within ninety (90) days after the Grantee receives such end of year financial statement, the University shall pay to the Grantee, or the Grantee to the University, as the case may be, the difference between (i) the amount of the University's actual total expenditures during the period of July 1 to June 30 summarized in such end of year fiscal statement and (ii) the amount paid by the Grantee with respect to such period. Any reconciling payments made by Grantee pursuant to this Section 4.6(3) shall, however, remain subject to the 3% cap on aggregate administrative fees imposed by Section 4.6(1).

Section 4.7 Student Activities and Rental Fees.

- (1) The Charter School may assess reasonable pupil fees for activities such as field trips and extracurricular activities, which fees shall not exceed the actual cost to provide such activities. The Charter School may also assess reasonable rental fees for the use of such items as towels, gym clothing, and uniforms, which fees shall not exceed the actual cost to provide such items. The Charter School may not, however, prohibit an enrolled pupil from attending the Charter School, or expel or otherwise discipline such a pupil, or withhold or reduce the pupil's grades because the pupil has not paid fees permissibly charged under this Section.
- (2) The Charter School may require its pupils to purchase and wear uniforms, but no Party shall profit from the sale of uniforms to pupils.

Section 4.8 Transportation Contracts. The Grantee may enter into contracts with other school districts or persons, including municipal and county governments, for the transportation of Charter School students to and from school and for field trips.

Section 4.9 Inspection of Charter School Facilities. The Grantee shall permit any designee(s) of the Chancellor to inspect Charter School facilities at any time during the term of this Contract, provided that such inspection shall not materially interfere with the orderly and efficient operation of the Charter School.

Section 4.10 Access to Charter School Records. Subject to Applicable Law, the Grantee shall grant any designee(s) of the Chancellor upon reasonable notice the right to reasonably inspect and copy at cost any and all Charter School records and documents, including but not limited to pupil records and reports submitted by the Grantee to the Department, at any time within normal business hours during the term of this Contract; provided, however, that such inspection shall not materially interfere with the orderly and efficient operation of the Charter School or otherwise unduly burden the staff of said school. The Grantee shall provide the



Office with a copy of any report submitted to the Department at the time of filing, including the reports identified in Appendix B. The Grantee also agrees to provide the Office with a copy of any and all Charter School records and documents within two (2) weeks of any reasonable request. To the extent that the Charter School provides any Charter School records to the University that are protected by privacy or confidentiality laws, the University agrees to abide by such laws as are applicable to the Charter School and not to disclose such records to any third party, except as required by law.

Section 4.11 Financial Reports. As required under Section 3.1(11) of this Contract, the Grantee shall submit audited financial statements of the Charter School's operation, the auditor's management letters and any exceptions noted by the auditors, to the Office annually. The audit reports shall be prepared by a certified public accountant and submitted to the Office within 120 days after the end of the Grantee's fiscal year on June 30. Audits shall be conducted in accordance with generally accepted auditing standards and with the prevailing Government Auditing Standards issued by the Comptroller General of the United States. Audited statements shall be prepared in accordance with "Generally Accepted Accounting Principles" [GAAP]. In the case that the Grantee contracts with one or more management companies for the operation or administration of the Charter School, the report shall include a separate report of the management companies' expenditures on behalf of the Charter School. If the audited financial statements do not utilize the list of revenues and expenditures identified in Appendix E, the Grantee will simultaneously submit a completed Appendix E, along with a written verification from the auditor that the total revenues and total expenditures in Appendix E are accurately stated. The Office specifically reserves the right to request, in its sole discretion, monthly financial reports from the Grantee.

Section 4.12 School Year Calendar. The calendar for each Charter School for each school year shall be submitted to the Office no later than the prior July 1, in the format required by the Department, and shall be subject to the approval of the Chancellor or Chancellor's designee. Schools must annually schedule at least 437 hours of direct pupil instruction in kindergarten, at least 1,050 hours of direct pupil instruction in grades 1 through 6, and at least 1,137 hours of direct pupil instruction in grades 7 to 12. Scheduled hours may include recess and time for pupils to transfer between classes but shall not include lunch period. If the Chancellor or Chancellor's designee does not notify the Grantee otherwise, the calendar or the exception shall be deemed approved 30 days after submission to the Office.

Section 4.13 Grant Applications. The Grantee shall submit to the Office copies of any applications for grants made on behalf of the Charter School at the time the application is submitted to the funding authority.

Section 4.14 Authorization for Release of Department Reports. The Grantee hereby authorizes the Department to disclose and/or transmit to the Office upon the Office's request any information, data, or reports filed by the Grantee with the Department.

Reports submitted by the Grantee to the Department include but are not limited to the Pupil Membership Audit, the Special Education Plan (Report No. PI-3200), the Third Friday in September Pupil Count Report (Report No. PI-1567-A), the School Performance Report, the Fall Staff Report (Report No. PI-1202), the Fall Enrollment Report (Report No. PI-1290), the Federal Collection: Special Education Child Count (Report No. PI-2197-A), the Second Friday January Pupil Count Report (Report No. PI-1567-B), the Course Offerings (Report No. PI-1215), the End of the Year AODA/Tobacco Report, and the ESEA Consolidated Application: Title I, Title II, Title III, Title IV, Title V Federal Funds.

Section 4.15 Separate Reporting. If Grantee is authorized to operate more than one charter school under this Contract, it shall direct each School Board to provide the Office with separate reports for each charter school authorized hereunder.

#### ARTICLE FIVE: JOINT RESPONSIBILITIES OF THE PARTIES

The Parties agree to take the following actions:

Section 5.1 Operation or Management Contracts and Other Sub-contracts.

- (1) The Chancellor reserves the right to review and approve beforehand any Operation or Management Contract for operation or management of the Charter School that the Grantee wishes to itself enter into with any third party not treated by the Grantee as an employee of the Grantee; provided, however, that such approval shall not be unreasonably withheld, conditioned, or delayed. An "Operation or Management Contract" is a contract (i) that relates to the creation, implementation, or operation of the academic program, instruction, supervision, administration, or business services at the Charter School and (ii) that contemplates an aggregate liability of more than \$50,000 per fiscal year.
- (2) The Grantee shall submit to the Office a copy of any proposed Operation or Management Contract and shall not enter into any such contract until the Chancellor or the Chancellor's designee shall have approved (or be deemed to have approved) the same. The Chancellor or the Chancellor's designee shall have 30 Days after receiving the proposed Operation or Management Contract to review the document and to deliver to the Grantee a written statement approving or rejecting such contract. If the Chancellor or the Chancellor's designee does not within such 30 Days object in writing to the proposed contract, the contract shall be deemed approved. If the Chancellor or the Chancellor's designee rejects the proposed contract, however, the Chancellor or the Chancellor's designee shall also within the 30 Day review period hereunder advise the Grantee in writing of its specific objections to the proposed contract. The Grantee may thereafter modify (and remodify) the proposed contract and continue submitting the modified contract for the approval of the Chancellor or the Chancellor's designee, which approval shall not be unreasonably withheld, conditioned, or delayed.

- (3) Every Operation or Management Contract shall: (i) be written and executed by both the Grantee and the third party; (ii) contain the third party's covenant to submit to the Office any documentation material to the Office's efforts to assist the Chancellor in carrying out its oversight responsibilities; and (iii) provide that the third party shall, subject to Applicable Law, grant the Chancellor or the Chancellor's designee and the Grantee 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 Grantee shall use to evaluate the performance of the third party.

Section 5.2 Payments to Charter School. Upon execution of this Contract, the Chancellor shall notify the Department in a timely fashion of the Grantee's eligibility for funds under Wis. Stat. § 118.40(2r)(e). During the term of this Contract, the Grantee shall be paid by the Department the amount during each school year as specified by Wis. Stat. § 118.40(2r)(e) and applicable rules and policies of the Department.

Section 5.3 Performance Evaluation.

- (1) The University shall evaluate the performance of the Charter School based on academic, financial and legal and organizational performance using the indicators and standards set out in Appendix F of this contract.
- (2) Substantial fulfillment of the targets set out in Appendix F shall be the standard for subsequent renewal of Charter School's charter.
- (3) The University shall evaluate Charter School at least annually consistent with the standards and measures set out in Appendix F.
- (4) The Grantee shall provide to the University the following required reports, at the times described below:
  - (a) Annual School Accountability Plan. By the later of September 1 of each school year or ten (10) days following the date on which the Grantee receives written State-required test results for the most recently completed school year, the Grantee shall submit to the Office for approval a school accountability plan which sets forth, in measurable terms, goals for school improvement in the following school year. If the Charter School's annual average percentage is less than the minimum targets set forth in Appendix F, this plan shall include a detailed description of the Grantee's plan to improve those targets that were not satisfactorily met. The Annual School Accountability Plan shall also specify the mission and vision of the School, identify the target population of students, and establish strategic goals for the development of the School, and contain a School and organization profile, which provides general information about the School and its operations.

- (b) Annual School Accountability Progress Report. By the later of August 1 of each school year or ten (10) days following the date on which the Grantee receives written State-required test results for the most recently completed school year, the Grantee shall submit a school performance report to the Office which states how the school has made progress on the goals identified in the school accountability plan established the prior year.

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

Section 6.1 Notice of Annual Budget. The Grantee shall provide the Office with a copy of the proposed annual Charter School budget for the upcoming academic year no later than the June 1 immediately preceding the beginning of each such academic year.

Section 6.2 Other Notices.

- (1) Agendas and Meetings. The Charter School shall provide to the Office agendas and notice in advance of all meetings of the Charter School's School Board.
- (2) Governmental Agencies. The Grantee shall immediately notify the Office when either the Grantee or the Charter School receives any correspondence from the Department or the United States Department of Education that requires a formal response, except that no notice shall be required of any routine or regular, periodic mailings.
- (3) Legal Actions. The Charter School shall immediately report in writing to the Office any litigation or formal legal proceedings in which the Charter School is a party or alleging violation of any Applicable Law with respect to the Charter School.
- (4) Reporting Data. The Grantee shall provide the Office with all information necessary for UWM to assemble the reports required by Wis. Stat. § 118.40(3m)(f).

Section 6.3 Certain Reports. The Grantee shall at its expense provide such information and nonperiodic reports as the Office shall reasonably deem necessary to confirm compliance by the Grantee and the Charter School with the terms and conditions of this Contract.

Section 6.4 Inspections. The Grantee shall work with the Office to allow for at least one formal visit to the Charter School each year during which time the Office representative shall inspect Charter School's operations. The Grantee shall make reasonable efforts to accommodate any informal visits to the Charter School that the Office may request.

#### ARTICLE SEVEN: MISCELLANEOUS PROVISIONS

Section 7.1 Athletic and Other Associations. The Charter School may, but shall not be required to, join any organization, association, or league as is customary for public schools in the State of Wisconsin which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 7.2 Code of Ethics. A member of the School Board and any of the officers of the Grantee directly involved in the implementation of the terms and conditions of this Contract (each a “Board Member”) shall be subject to the following code of ethics:

“Anything of value” means any money or property, favor, service, payment, advance, forbearance, loan, or promise of future employment, but does not include compensation paid by the Grantee for the services of a Board Member, or expenses paid for services as a Board Member, or hospitality extended for a purpose unrelated to Charter School business.

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

- (1) No Board Member may, in a manner contrary to the interests of the Charter School, use or attempt to use his or her position or Charter School property, including property leased by the Charter School, to gain or attempt to gain anything of substantial value for the private benefit of the Board Member, his or her immediate family, or any organization with which the Board Member is associated.
- (2) No Board Member may solicit or accept from any person or organization anything of value pursuant to an express or implied understanding that his or her conduct of Charter School business would be influenced thereby.
- (3) No Board Member may intentionally use or disclose confidential information concerning the Charter School in any way that could result in the receipt of anything of value for himself or herself, for his or her immediate family, or for any other person or organization with which the Board Member is associated.
- (4) (a) If a Board Member, a member of a Board Member’s immediate family, or any organization with which a Board Member is associated proposes to enter into any contract (including a contract of employment) or lease with the Grantee that may within any 12-month period involve payments of \$3,000 or more derived in whole or in part from payments made pursuant to Wis. Stat. § 118.40(2r)(e), such Board Member shall be excused from, and shall not participate in, any dealing, discussion, or other position of approval or influence with respect to the Grantee’s entering into such contract or lease; provided, however, that such Board Member may be part

of a discussion concerning such proposed contract or lease for the limited purpose of responding to School Board inquiries concerning such contract or lease.

- (b) Provided that the Board Member is not in a position to approve or influence the Grantee's decision to enter into such contract or lease and that the procedures set forth in Section 7.2 are observed, a Board Member may enter into a contract or lease described in Section 7.2(4)(a) if the Board Member shall have made written disclosure of the nature and extent of any relationship described in Section 7.2(4)(a) to the Office prior to entering into such contract or lease.

Section 7.3 Use of University Marks. Neither the Grantee, the Charter School, nor any of their sub-contractors may use the name, logo, or other mark designating the University without the expressed prior written consent of the Chancellor, nor may the name, logo, or other mark designating the Board without the expressed prior written consent of the Board of Regents.

Section 7.4 Copies of Certain Documents. The Grantee shall provide to the Office at least 90 days before the start of a school year (1) copies of its lease or deed for the premises in which the Charter School shall operate and (2) copies of certificates of occupancy and safety which are required by law for the operation of a public school in the State of Wisconsin. Further, the Grantee shall provide copies of all documents identified in Appendix D, the School Opening Checklist, to the Office prior to the required deadlines. The Chancellor reserves the right to review and approve the sufficiency of such documents. The insufficiency of any such document shall constitute an Event of Default under Section 9.1(10) of this Agreement. The Office must certify in writing that the Grantee has submitted the documents identified in Appendix D in proper form and by required deadlines before the School may commence operations of its first academic year.

Section 7.5 Public Records. The Grantee agrees to manage and oversee the Charter School in accordance with all applicable federal and state public records laws. For purposes of this Contract, the Grantee shall be deemed an "authority" as defined in Wis. Stat. § 19.32(1) and shall be subject to the public records law provisions of Wis. Stat. Ch. 19, subchapter II.

Section 7.6 Open Meetings. The Grantee specifically agrees that the following meetings shall be open to the general public:

- (1) Submission of annual report to the School Board.
- (2) Approval of the annual budget of Charter School by the School Board.
- (3) All school admission lotteries.
- (4) Approval of the annual audit of Charter School by the School Board.

- (5) Annual open house.

The Grantee shall use its good faith efforts to provide reasonable notice of the above listed meetings to the parent/guardian of each student attending the Charter School and shall notify the public according to Wis. Stat. § 120.08(2)(b).

Section 7.7 Additional Schools. Pursuant to Wis. Stat. § 118.40(2r)(b)2c, Grantee may open one or more additional charter schools if, at the time of submitting an application for such school(s), all charter schools operated by Grantee were assigned to one of the top two performance categories in the most recent accountability reports published under Wis. Stat. § 115.385. If open or more new charter schools are opened under this provision, this Contract shall be amended to apply to such school(s) unless the Parties enter into a new contract.

#### ARTICLE EIGHT: PROVISIONS FACILITATING UNIVERSITY RESEARCH

Section 8.1. Research. The Parties agree that the University may seek information from the Grantee and the Charter School for purposes of research. Prior to conducting such research, the University shall seek the Grantee's prior written approval, which will not be unreasonably withheld. Information relevant to such research shall include, but not be limited to, the following:

- (1) Surveys. The University may survey individuals and groups (including but not limited to, parents, students, teachers, board members, others involved in the governance of the Charter School, and the public) concerning the performance of the Charter School, provided that such surveying (i) shall be done at the University's sole expense and (ii) shall not materially interfere with the orderly and efficient operation of the Charter School. The Grantee agrees to cooperate with the University's efforts to conduct such surveys. Employment contracts with teachers employed at the Charter School shall specify that they shall cooperate with such surveys.
- (2) Parent/Guardian Evaluation Participation. The University may ask the parent and/or legal guardian of a pupil enrolled in the Charter School to participate in an evaluation or research, which may include their participation in an interview or responding to a questionnaire, about the performance of the Charter School. The Grantee shall use its good offices to urge that the parent and/or legal guardian to participate in such evaluation or research process, subject to their consent.
- (3) Research Observers. The Grantee agrees to accept on the Charter School's premises research observers designated by the University to serve as observers of the activities of the Charter School, provided that the activities of such research observers shall not interfere with the orderly and efficient conduct of education and business at the Charter School.

#### ARTICLE NINE: REVOCATION OF CONTRACT BY THE UNIVERSITY

Section 9.1 Events of Default by Grantee. This Contract may be terminated by the University under procedures in Section 9.2 if the University finds that any of the following events have occurred, each of which shall constitute an “Event of Default”:

- (1) The pupils enrolled in the Charter School have failed to make sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01;
- (2) For three consecutive years, the School’s overall average for the academic performance framework is less than the minimum target as outlined in Appendix F;
- (3) The Grantee has failed to comply with generally accepted accounting standards of fiscal management with respect to the Charter School;
- (4) The Grantee’s current liabilities exceed current assets, or the Grantee is insolvent (i.e. total liabilities exceed total assets), has been adjudged bankrupt, or has received a qualified audit opinion regarding its inability to continue as a going concern;
- (5) The Grantee’s directors, officers, employees, or agents provided the University false or intentionally misleading information or documentation in the performance of this Contract;
- (6) The Charter School has failed materially to comply with Applicable Law;
- (7) The Charter School has violated Wis. Stat. § 118.40 *et seq.*;
- (8) The Grantee has defaulted materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract; or
- (9) The Charter School has insufficient enrollment to successfully operate or enrollment below the projected minimum established in paragraph 3.1(10) above;
- (10) The Grantee fails to submit the documentation required in section 7.4 of this Contract and is, therefore, unable to commence operations, or the Grantee fails to commence operation of its Charter School by September 15 following initial grant of its Charter.

Section 9.2 Procedures for the University’s Revocation.

- (1) Emergency Termination or Suspension Pending Investigation. If the Chancellor determines that any of the Events of Default set forth in Section 9.1 has occurred and that, as a result, the health or safety of the Charter School’s students is at immediate risk, the University shall provide the Grantee written notice of such Event(s) of Default and, upon delivering such notice, may either (i) terminate this Contract immediately or (ii) exercise superintending control of the Charter School pending investigation of the pertinent charge(s).



- (a) If the University shall elect to exercise superintending control pending investigation of the pertinent charge(s), the University shall give the Grantee written notice of the investigation, shall commence such investigation immediately, shall permit the Grantee reasonable opportunity to address the pertinent charge, and shall thereafter complete its investigation as quickly as reasonably practicable.
  - (b) Upon completing its investigation, the University shall promptly deliver to the Grantee in writing either (i) a notice of immediate termination, (ii) a notice of an Event of Default and an opportunity to cure pursuant to Section 9.2(2), or (iii) a notice rejecting the pertinent charge and reinstating control of the Charter School to the Grantee.
- (2) Non-Emergency Revocation and Opportunity to Cure. If the Chancellor determines that any Event 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 University shall advise the Grantee in writing of the pertinent occurrence and shall specify for the Grantee a reasonable period of time (though in no instance less than 30 days) within which the Grantee shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Chancellor.
- (a) If the Grantee gives the University written notice of its intent not to cure or fails to cure the specified Event(s) of Default by the prescribed deadline for doing so, the University may terminate this Contract by written notice delivered within 10 days after the earlier of (i) the receipt of such notice and (ii) expiration of the specified period.
  - (b) If the University shall so terminate this Contract, termination shall become effective at the end of the current academic year. If the written notice of termination under (a) above is delivered after the close of a school year but before the commencement of the next school year (i.e. during summer break), termination shall become effective immediately (i.e. prior to the start of the next academic semester scheduled for the Charter School).

Section 9.3 General Termination or Nonrenewal Procedures.

- (1) Final Accounting. Upon termination or nonrenewal of this Contract, the Grantee shall assist the Chancellor in conducting a final accounting of the Charter School by making available to the Chancellor all books and records that have been reviewed in preparing the Grantee's annual audits and statements under Section 3.1(11) of this Contract. The Grantee shall also submit a final audited financial statement of the Charter School's operation, including auditor's management letters and any exceptions noted by the auditors, which must be received by the Office within 120 days after the end of the Grantee's final school year.

- (2) Records Retention. Upon termination and nonrenewal of this Contract, the Grantee 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 and the contractual retention requirements as described below, whichever is longer, the records custodian will arrange for the destruction of records in a manner that ensures their confidentiality.
- (a) Administrative and Personnel Records. Upon termination and nonrenewal of this Contract, the records custodian will maintain a copy of the School's administrative records, including personnel records, and will provide copies of such records to third parties as required by law or otherwise appropriately requested for a period of not less than six (6) years.
- (b) Student Records. Upon termination and nonrenewal of this Contract, the Grantee shall provide the Office and the Department with a list of pupil names and their contact information, along with the name of the school to which each pupil is transferring, if known. The records custodian shall transfer a copy of the pupil records, as defined in Wis. Stat. § 118.125, to the school to which each pupil is transferring. The records custodian shall also maintain a copy of pupil records in accordance with Wis. Stat. § 118.125(3).
- (3) Financial Obligations/Asset Distribution. Upon notification of termination and nonrenewal of this Contract and dissolution of the Charter School, the Grantee 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 implement a procedure for limiting all expenditures to those that are reasonable and necessary for the ongoing day-to-day operations of the Charter School, such as preauthorized payroll expenses, utilities, rent and insurance. The trustee shall return any unspent federal or state grant money or funds to the Department. The trustee shall provide the Office and the Department with an inventory of any property or equipment purchased, in whole or in part, with state or federal funds. Following any disposition required by state or federal law, and following the satisfaction of the creditors, the trustee shall distribute any remaining property and equipment purchased with state or federal funds to other University-chartered Charter Schools as directed by the University.
- (4) Dissolution Checklist. In conjunction with the termination/nonrenewal procedures provided for herein, Grantee shall, upon termination or nonrenewal of this Contract, complete the Charter School Dissolution Plan attached hereto as Appendix G and provide such completed plan to the Office.

ARTICLE TEN: TERMINATION BY THE GRANTEE

Section 10.1 Grounds for Termination by the Grantee. This Contract may be terminated by the Grantee under procedures in Section 10.2 if Grantee finds that any of the following Events of Termination have occurred:

- (1) The Charter School has insufficient enrollment to successfully operate or enrollment below the projected minimum established in paragraph 3.1(10) above;
- (2) The Grantee's Operation or Management Contract with a third-party provider of educational management services has been terminated and a reasonable replacement cannot be determined;
- (3) The Charter School has lost its right to occupy all or a substantial part of its physical plant and cannot occupy another suitable facility, at a cost deemed reasonable by the Grantee, before the expiration or termination of its right to occupy its existing physical plant;
- (4) The Grantee has not timely received any one of the payments contemplated under Wis. Stat. § 118.40(2r)(e);
- (5) The Grantee's current liabilities exceed current assets, or the Grantee is insolvent (i.e. total liabilities exceed total assets), has been adjudged bankrupt, or has received a qualified audit opinion regarding its ability to continue as a going concern; or
- (6) The University defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.

Section 10.2 Procedures for Grantee Termination of Contract. The Grantee may terminate this Contract according to the following procedures:

- (1) Notice. If the Grantee determines that any of the Events of Termination set forth in Section 10.1 has occurred, the Grantee shall notify the Chancellor of the pertinent Event(s) of Termination. The notice shall be in writing, shall set forth in sufficient detail the grounds for termination, and shall specify the proposed effective date of termination (which date shall, to the extent reasonably practicable, be the end of the next academic semester scheduled for the Charter School).
- (2) Discretionary Termination.
  - (a) If one or more Events of Termination have occurred, the Chancellor may conduct a preliminary review of the alleged bases for termination to ensure that such bases are bona fide. Such review shall be completed promptly and, within 30 days after the Chancellor receives the Grantee's notice, the Chancellor shall deliver to the Grantee a notice (i) approving the Grantee's requested termination or (ii) denying the same on the grounds that the asserted bases for termination are not in fact bona fide.

- (b) If such results of the review and the Chancellor's determination are not delivered to the Grantee in writing within 30 days after the Chancellor receives the Grantee's notice, the Grantee's notice shall be deemed an approved basis for termination.
- (3) Automatic Termination. If, one or more Event(s) of Termination have occurred and the Chancellor, in his/her sole-discretion, has determined that immediate termination is warranted, such termination shall be effective on the date set forth in the Grantee's notice under Section 10.2(1).

Section 10.3. General Termination and Nonrenewal Procedures. The requirements set forth in Section 9.3 above shall be applicable to a termination of contract under this Article Ten.

#### ARTICLE ELEVEN: TECHNICAL PROVISIONS

Section 11.1 Term of Contract. The term of this Contract shall commence on July 1, 2016 and shall continue for a period of five years. During the last full year of this Contract the University shall conduct a review of the Charter School's performance to date. The University shall specify in writing for the Grantee the subjects of the review at least three months prior to such review. Upon completion of the review, the University shall issue a written report to the Charter School. Results of the review shall serve as the basis for the University to determine whether it will negotiate another Contract with the Grantee.

Section 11.2 Non-agency. It is understood that neither the Grantee nor the Charter School is an agent of the University.

Section 11.3 Appendices. The following documents, appended hereto, are made a part of this Contract and the Grantee and the Charter School agree to abide by all the terms and conditions included herein:

Appendix A: Part 4.D of the UW System Risk Management Manual, Vendor Certificates of Interest

Appendix B: Compliance Worksheet: Required Documentation and Due Dates

Appendix C: Other Provisions Incorporated From Grantee Application

Appendix D: School Opening Checklist

Appendix E: Financial Reporting Requirements

Appendix F: UW-Milwaukee Office of Charter Schools Performance Framework

Section 11.4 Applications of Statutes. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends the responsibilities or obligations of any of the Parties with respect to this Contract, (i) all Parties are expected to immediately take steps to ensure compliance with applicable law, and (ii) this Contract shall be amended to conform to the change in existing law as of the effective date of such change.

- Section 11.5 Hold Harmless and Indemnification. To the extent allowed by law, the Grantee shall hold harmless and indemnify the University against any and all liability, claims, demands, and causes of action (including reasonable attorney fees) which arise out of, occur in connection with or are in any way incident to the performance or nonperformance of obligations under this Contract by the Grantee, its contractors, subcontractors or agents.
- Section 11.6 Amendments. This Contract may be amended only upon the written agreement of the Parties.
- Section 11.7 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 11.8 Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- Section 11.9 Entire Agreement. This Contract sets forth the entire agreement among the Parties with respect to the subject matter of this Contract. All prior application materials, agreements or contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.
- Section 11.10 Assignment. This Contract is not assignable by either Party without the prior written consent of the other Party.
- Section 11.11 Non-waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.
- Section 11.12 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 11.13 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 11.14 Governing Law. This Contract shall be governed and controlled by the laws of the State of Wisconsin.

Section 11.15 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:

To Grantee:

Christine P. Holmes  
President and CEO  
Penfield Children's Center  
833 N. 26<sup>th</sup> Street  
Milwaukee, WI 53233

with a copy to:

Jon Anderson  
Godfrey and Kahn  
One East Main Street, Suite 500  
Madison, Wisconsin 53703  
EMAIL • jeanders@gklaw.com

To Office:                      Director  
   UWM Office of Charter Schools  
   Enderis Hall 221  
   P.O. Box 413  
   Milwaukee, WI 53201

with a copy to:                Director  
   UWM Office of Legal Affairs  
   Chapman Hall 380  
   P.O. Box 413  
   Milwaukee, WI 53201

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 (i) when actually received by the addressee, if made by hand delivery, or (ii) 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.

This charter contract is subject to the approval of the Penfield Children's Center Board on January 6, 2016.

The undersigned have read, understand, and agree to comply with and be bound by the terms and conditions as set forth in this Contract.

FOR GRANTEE:

FOR THE UNIVERSITY:

\_\_\_\_\_  
Signature

Christine P. Holmes, President and CEO  
Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Mark Mone, Chancellor  
Name, Title

\_\_\_\_\_  
Date

APPENDIX A  
PART 4.D OF THE UW SYSTEM RISK MANAGEMENT MANUAL ON VENDOR  
CERTIFICATES OF INSURANCE





## PART 4 Miscellaneous Liability Issues

### Subject: Vendor Certificates of Insurance

#### I. Purpose:

When an institution contracts with a vendor for materials, equipment, supplies, or services, that vendor's activities and the goods provided create an inherent liability risk to the institution. The goal of this program is to protect the institution from loss or exposure to loss resulting from any negligence on the part of an under/uninsured vendor who furnishes services to the institution. By obtaining an appropriate certificate of insurance and maintaining a current certificate of insurance on file, for a high risk procurement, the institution has evidence that insurance has been obtained which transfers risks associated with the business relationship with the vendor from the institution to the insurer.

This document reinforces and adds to policy as established under State Procurement PRO-D-34. Due to the uniqueness of some services provided to the UW System, System Risk Management has added six additional high risk services to the ones listed in PRO-D-34. These high risk service vendors are required to meet the certificate requirements as specified in PRO-D-34 and in this document for the additional service vendors.

#### II. Definitions:

##### *Certificate of Insurance:*

A document issued by an insurer which evidences that an insurance policy exists and provides information such as insurer, insurance agency, insured, types of insurance, policy numbers, effective dates, limits, certificate holder, cancellation procedure, special Provisions, e.g., additional insured, and the name of the representative authorizing the policy.

##### *High Risk Services Procurement:*

Means a contract or procurement that significantly increases the possibility of loss or exposure to loss to the University System from a third party.

##### *Additional Insured:*

Affords the Board of Regents coverage under the vendor's policy including defense should the Board be sued based on the actions of the vendor.

##### *Minimum Limits:*

Minimum specified limits must be received unless prior approval is received by the Purchasing Director. These limits may be reached by combining a commercial general liability policy limit with an umbrella policy limit. For example, a vendor may have a general/automobile liability policy with a \$500,000 limit and a \$1,000,000 umbrella. This total meets a \$1,000,000 general/automobile/umbrella requirement.

#### III. Vendors Insurance Program:

The Standard Limits are the minimum acceptable for any vendor, but there are specific requirements for vendors of high risk services that supersede the Standard Limits. Please refer to PRO-D-34 and this document before specifying vendor coverage requirements. If commodity purchase requires installation of heavy equipment, contact Risk Management.

The following are criteria and a list of high risk services.

*Criteria of High Risk Services:*

- Service presents a severe risk of injury or death to students, faculty, staff, and visitors.
- Service presents a severe risk of extensive property damage to institutionally or privately owned property.
- Service has a history of negligently causing injury or damage to property.
- Likelihood is great the service provider will have difficulty procuring and maintaining insurance because of the hazards of the work.

*High Risk Services:*

Air Charter  
Ambulance Service  
Asbestos Abatement Contractors  
Building Remodeling and Construction  
Custodial Services\*  
Daycare\*  
Elevator Maintenance  
Food Service  
High Risk Entertainment/Speakers\*  
Medical Services  
Recreational Services  
Refuse Transportation and Disposal  
Security\*  
Tower Inspection and Maintenance Services  
Transportation Services

**\*Denotes High Risk Service Vendors requirement unique to the UW System.**

High Risk services, other than the above, are to be evaluated on a case-by-case basis.

The following pages delineate the requirements for each class of vendor and provide a list of vendor types for each class. Judgment must be used by the contract manager when dealing with vendors that are not specified on these pages.

Attention must be paid to the various outside contractors who service the institutions with respect to their insurance protection. Failure to monitor this exposure by the contract manager may result in substantial losses for the institution.

**Certificates are required for all service vendors; however, high risk service vendors require receipt of the certificate and continued renewal of the certificate while the contract exists. Internal audit will periodically sample the service contracts to ensure compliance.**

**IV. Cancellation:**

If a certificate of insurance is not received prior to issuance of the Purchase Order or is incomplete, notice should be given to the vendor indicating the certificate must be received by the contract administrator, via certified mail within 15 days or the contract will be canceled. See sample letter shown in [Appendix 1](#). Receipt of one certificate from the vendor is all that is necessary for that one year, if the institution has multiple contracts with the vendor. However, the vendor must send a renewal each year or cancellation should take place. [Appendix 2](#) is a sample letter for noncompliance after the 15 day period.

**V. Procedures:**

Specific procedures for the evaluation of vendor certificates of insurance exist at each institution and at the System level. System Risk Management considers the Additional Insured Provision an important condition to be stated on the certificate, especially with regards to our high risk service vendors. The following

requirements may be used by the institutions as minimal guidelines and additional guidance may be obtained from System Risk Management as necessary. Categories for high risk services require a certificate of insurance be in the contract administrator's possession before the purchase order is issued.

***Standard Limits (Non High Risk Service Vendors)***

<i>Coverage Type</i>	<i>Minimum Limit</i>
A. Worker's Compensation	Statutory Limits
B. Commercial General Liability Each Occurrence	\$1,000,000
Gen. Aggr. Incl. Prdts/CO	\$2,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Additional Insured Provision:	
The contractor shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.	

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

***Limits For High Risk Service Vendors***

***Air Charter***

<i>Coverage Type</i>	<i>Minimum Limit</i>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Each Occurrence	\$1,000,000
Gen. Aggr. Incl. Prdts/CO	\$2,000,000
C. Aircraft Liability	
Piston	\$5,000,000
Jet	\$25,000,000
D. Additional Insured Provision:	
The contractor shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.	

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

***Ambulance Service***

<i>Coverage Type</i>	<i>Minimum Limit</i>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Each Occurrence	\$1,000,000
Gen. Aggr. Incl. Prdts/CO	\$2,000,000
C. Automobile Liability Combined Single Limit	\$2,000,000
D. Professional Liability Insurance	\$2,000,000
E. Additional Insured Provision:	
The contractor shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.	

In addition to these coverages the contract must contain all of the clauses listed under the Special Terms and Conditions for the UW System.

***Asbestos Abatement***

<i>Coverage Type</i>	<i>Minimum Limit</i>
A. Worker's Compensation	REQ'D NO EXCEPTIONS
B. Commercial General Liability Each Occurrence	\$1,000,000
Gen. Aggr. Incl. Prdts/CO	\$2,000,000

- |  |             |
|--|-------------|
| C. Automobile Liability Combined Single Limit  | \$1,000,000 |
| D. Contractor's Pollution Liability Insurance<br>(With one year extended reporting period)   |             |
| Each Occurrence  | \$1,000,000 |
| Aggregate  | \$2,000,000 |
| E. Additional Insured Provision:   |             |
| The contractor shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy. In addition to these coverages the contract must contain <b>all</b> of the clauses listed under the Special Terms and Conditions for the UW System. |             |

***Building Remodeling and Construction***

- | <i>Coverage Type</i>   | <i>Minimum Limit</i> |
|--|----------------------|
| A. Worker's Compensation   | REQ'D NO EXCEPTONS   |
| B. Commercial General Liability Each Occurrence  | \$1,000,000          |
| Gen. Aggr. Incl. Prdts/CO  | \$2,000,000          |
| C. Automobile Liability Combined Single Limit  | \$1,000,000          |
| D. <i>If hazardous substance is involved:</i>  |                      |
| Contractor's Pollution Liability<br>(With one year extended reporting period)  |                      |
| Each Occurrence  | \$1,000,000          |
| Aggregate  | \$2,000,000          |
| E. Additional Insured Provision:   |                      |
| The contractor shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy. In addition to these coverages the contract must contain <b>all</b> of the clauses listed under the Special Terms and Conditions for the UW System. |                      |

***Custodial Services***

- | <i>Coverage Type</i>   | <i>Minimum Limit</i> |
|--|----------------------|
| A. Worker's Compensation   | REQ'D NO EXCEPTONS   |
| B. Commercial General Liability Each Occurrence  | \$1,000,000          |
| Gen. Aggr. Incl. Prdts/CO  | \$2,000,000          |
| C. Automobile Liability Combined Single Limit  | \$1,000,000          |
| D. Additional Insured Provision:   |                      |
| The contractor shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy. |                      |

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

***Daycare***

- | <i>Coverage Type</i>   | <i>Minimum Limit</i> |
|--|----------------------|
| A. Worker's Compensation   | REQ'D NO EXCEPTONS   |
| B. Commercial General Liability Each Occurrence  | \$1,000,000          |
| Gen. Aggr. Incl. Prdts/CO  | \$2,000,000          |
| C. Automobile Liability Combined Single Limit  | \$1,000,000          |
| D. Additional Insured Provision:   |                      |
| The contractor shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy. |                      |

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

***Elevator Maintenance - This applies to all passenger and freight elevators.***

<b><i>Coverage Type</i></b>		<b><i>Minimum Limit</i></b>
A. Worker's Compensation	REQ'D	NO EXCEPTONS
B. Commercial General Liability Each Occurrence		\$1,000,000
Gen. Aggr. Incl. Prdts/CO		\$2,000,000
C. Automobile Liability Combined Single Limit		\$1,000,000

**D. Additional Insured Provision:**

The contractor shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

***Food Service (food supply, vending, manual/catered)***

<b><i>Coverage Type</i></b>		<b><i>Minimum Limit</i></b>
A. Worker's Compensation	REQ'D	NO EXCEPTONS
B. Commercial General Liability Each Occurrence		\$1,000,000
Gen. Aggr. Incl. Prdts/CO		\$2,000,000
Fire Legal		\$100,000
C. Liquor Liability (When applicable)		\$1,000,000
D. Automobile Liability Combined Single Limit		\$1,000,000

**E. Additional Insured Provision:**

The contractor shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

***High Risk Entertainment/Speakers - This applies to a broad range of contracted services including, but not limited to pyrotechnical displays, controversial speakers, and the like.***

<b><i>Coverage Type</i></b>		<b><i>Minimum Limit</i></b>
A. Worker's Compensation	REQ'D	NO EXCEPTONS
B. Commercial General Liability Each Occurrence		\$1,000,000
Gen. Aggr. Incl. Prdts/CO		\$2,000,000
C. Automobile Liability Combined Single Limit		\$1,000,000
D. Umbrella Liability		\$1,000,000

**E. Additional Insured Provision:**

The contractor shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

***Medical Services (including optical and laboratory) - This applies to all contracted medical services including, but not limited to, assisted physician services, laboratory equipment maintenance and patient testing.***

<b><i>Coverage Type</i></b>		<b><i>Minimum Limit</i></b>
A. Worker's Compensation	REQ'D	NO EXCEPTONS
B. Commercial General Liability Each Occurrence		\$1,000,000
Gen. Aggr. Incl. Prdts/CO		\$2,000,000
C. Automobile Liability Combined Single Limit		\$1,000,000
D. Professional Liability Insurance (malpractice)		\$2,000,000

**E. Additional Insured Provision:**

The contractor shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

***Recreational Services - This applies to a broad range of contracted services including, but not limited to golf course management, carnival activities, audience participation activities, third parties hosting camps and clinics at our institutions, and the like.***

***Coverage Type***

	<b><i>Minimum Limit</i></b>
A. Worker's Compensation	REQ'D NO EXCEPTONS
B. Commercial General Liability Each Occurrence	\$1,000,000
Gen. Aggr. Incl. Prdts/CO	\$2,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Umbrella Liability	\$1,000,000

**E. Additional Insured Provision:**

The contractor shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

***Refuse Transportation and Disposal***

***Coverage Type***

	<b><i>Minimum Limit</i></b>
A. Worker's Compensation	REQ'D NO EXCEPTONS
B. Commercial General Liability Each Occurrence	\$1,000,000
Gen. Aggr. Incl. Prdts/CO	\$2,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Contractor's Pollution Liability (with 1 year extended reporting period)	
Each occurrence	\$1,000,000
Aggregate	\$2,000,000

**E. Additional Insured Provision:**

The contractor shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

***Security***

***Coverage Type***

	<b><i>Minimum Limit</i></b>
A. Worker's Compensation	REQ'D NO EXCEPTONS
B. Commercial General Liability Each Occurrence	\$1,000,000
Gen. Aggr. Incl. Prdts/CO	\$2,000,000
C. Automobile Liability Combined Single Limit	\$1,000,000
D. Professional Liability Insurance	\$1,000,000

**E. Additional Insured Provision:**

The contractor shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

***Tower Inspection and Maintenance Services***

***Coverage Type***

***Minimum Limit***

- |   |                    |
|---|--------------------|
| A. Worker's Compensation                        | REQ'D NO EXCEPTONS |
| B. Commercial General Liability Each Occurrence | \$1,000,000        |
| Gen. Aggr. Incl. Prdts/CO                       | \$2,000,000        |
| C. Automobile Liability Combined Single Limit   | \$1,000,000        |
| D. Additional Insured Provision:                |                    |

The contractor shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

***Transportation Services - This applies primarily to the transport of people. If air transport see Air Charter.***

***Coverage Type***

***Minimum Limit***

- |   |                    |
|---|--------------------|
| A. Worker's Compensation                        | REQ'D NO EXCEPTONS |
| B. Commercial General Liability Each Occurrence | \$1,000,000        |
| Gen. Aggr. Incl. Prdts/CO                       | \$2,000,000        |
| C. Automobile Liability Combined Single Limit   |                    |
| Wisconsin Combined Single Limit                 | \$1,000,000        |
| Interstate Combined Single Limit                | \$5,000,000        |
| D. Additional Insured Provision:                |                    |

The contractor shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

In addition to these coverages the contract must contain **all** of the clauses listed under the Special Terms and Conditions for the UW System.

**VI. Special Terms and Conditions**

\*On notification of award and prior to issuance of a contract, the contractor (vendor) shall provide the University a Certificate of Insurance with the required coverage and limits of insurance issued by an insurance company that has an AM Best Rating of A-, is licensed to do business in the State of Wisconsin, and signed by an authorized agent.

\*The University must verify the following information:

1. Business in Wisconsin: Ensures that the insurance provider is authorized to do business in the State of Wisconsin by the Wisconsin Office of the Commissioner of Insurance by either
  - a. Calling the Commissioner's Bureau of Financial Examination at (608) 267-9456
  - b. Using the online Company Lookup module on the Commissioner's web page @ <https://ociaccess.oci.wi.gov/CmpInfo/CmpInfo.oci>
2. A.M. Best Rating: Ensures that the insurance provider has an A.M. Best rating of A- or better by either:
  - a. Calling the Commissioner's Bureau of Financial Examinations at (608) 267-9456
  - b. Using the online Ratings and Analysis module on the A.M. Best web page @ <http://www3.ambest.com/ratings/RatingsSearch.asp>

\* All policies of insurance shall contain a covenant requiring sixty (60) days written notice by the insurer and sent certified mail to the contract administrator at the specific institution, before cancellation, reduction or other modifications of coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract.

\* In the event of non-renewal, cancellation, or expiration, the contractor shall provide the University evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the University's receipt of the sixty (60) day notice. Failure to maintain the required insurance in force may be cause for contract termination.

\* In the event that the contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice.

\* The contractor agrees to indemnify, defend and hold harmless the Board of Regents of the University of Wisconsin System, its officers, employees and agents from and against any and all claims, losses, liability, costs or expenses (hereinafter collectively referred to as "claims") occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, but only to the extent that such claims are caused by or result from the negligence, misconduct or other fault of the contractor, its agents, employees, subcontractors or contractors.

Revised 02/24/10



APPENDIX B  
COMPLIANCE WORKSHEET: REQUIRED DOCUMENTATION AND DUE DATES

Date Due	Requirement Item	Date Submitted
07/01	School Year Calendar <b>and</b> Days and Hours of Instruction <i>(Provide again if changes are made)</i> CONTRACT Section 4.12 & Appendix B	
08/01	Annual School Accountability Progress Report CONTRACT Section 5.3(2)(d) & Appendix B	
09/01	Strategic Plan Initial <i>(Provide updates whenever plan is modified)</i> CONTRACT Section 5.3(2)(a) & Appendix B	
09/01	Annual School Accountability Plan CONTRACT Section 5.3(2)(c) & Appendix B	
09/01	List of Current Board <b>and</b> Administrative Team Members CONTRACT Section 3.1(2), 3.1(6) & Appendix B	
10/01	Letter certifying compliance with Staff Background Check Requirements CONTRACT Section 4.3 & Appendix B	
10/01	DPI FORM <b>PI1567A</b> , Third Friday in September Enrollment Report <b>and</b> Enrollment by Grade Showing Number of Students _____ and FTE _____ CONTRACT Section 4.4, Section 4.14 & Appendix B	
10/31	Annual Financial Audit CONTRACT Section 3.1(11), Section 4.11 & Appendix B	
10/31	First Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
12/01	DPI FORM <b>PI9550</b> , Highly Qualified Teacher Plan CONTRACT Section 4.14	
12/15	DPI FORM <b>PI1202</b> , Fall Staff Report CONTRACT Section 4.14 & Appendix B	
12/31	Second Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
02/01	DPI FORM <b>PI1567B</b> Second Friday January Pupil Count Report CONTRACT Section 4.14 & Appendix B	
04/15	Third Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
05/15	Pupil Membership Audit CONTRACT Section 4.14 & Appendix B	
06/01	State-required Test Results: Data, ID Code and ID Code Verification CONTRACT Section 3.1(5)(a) & Appendix B	
06/01	Proposed Budget for Coming Year CONTRACT Section 6.1 & Appendix B	
06/15	Fourth Quarter Administrative Fee Payment CONTRACT Section 4.6 & Appendix B	
<b>Non Dated Requirement Item</b>		
	Insurance Coverage Summary/Certificate <i>(Provide again if changes are made)</i> CONTRACT Section 3.1 (14) & Appendix B	
	Vendor Subcontracts <b>over \$5,000</b> <i>(Submit when negotiating new contracts or when existing contracts are modified)</i> CONTRACT Section 5.1 (Management), Section 4.8 (Transportation), Section 4.10 (Access to Records) & Appendix B	
	Tax Exempt Status under IRC 501(c)(3), Non-Stock Corp. Bylaws, and ALL Current Board policies/procedures <i>(Provide again if changes are made)</i> CONTRACT Section 4.2 & Appendix B	
	Copy of all Board Minutes /Agendas <u>within 45 days of publishing</u> throughout school year – <b>submit any remaining prior school year minutes/agendas by 6/30</b> CONTRACT Section 6.2 (1) & Appendix B	
	Copy of notices for: <i>(Provide again if changes are made)</i> CONTRACT Section 7.6 ◆ All school admission lotteries ◆ Annual Meeting Notices	
	Initial Building Title/Lease <i>(Provide again if changes are made)</i> CONTRACT Section 7.4 & Appendix B	
	Initial Building Occupancy <i>(Provide update if modified)</i> CONTRACT Section 7.4 & Appendix B	

## APPENDIX C OTHER PROVISIONS

Penfield Montessori Academy supports a philosophy based on mutual respect to all members of the school community. It is our intention to create a safe, supportive, nurturing environment for students, parents, and staff. There are some basic expectations we have for all members of our community. Students will be taught that Penfield Montessori Academy is a peaceful school based upon mutual respect and care for the community. Teachers will model appropriate behaviors and teach students problem-solving skills and conflict resolution strategies. The goal is to help students arrive at inner discipline through concentrated work by developing the skills necessary to control his or her actions.

Teachers will explain the reason for limits or rules to ensure students understand the need for them, and strive to create a safe and secure environment for learning. Penfield Montessori Academy will encourage students to show respect for differences including but not limited to race, gender, and religion. This will be done while fostering a school environment free from all forms of bullying and intimidation whether physical, social, emotional, or verbal. Penfield Montessori Academy's focus, based on the Montessori pedagogy, is on preventative measures for behaviors by teaching students how to:

- Be caring and courteous
- Cooperate with others
- Deal with feelings
- Stand up for themselves without being aggressive
- Respect and celebrate the unique qualities of every person
- Make appropriate behavioral and academic choices

The entire school community, including the Head of School, teachers, students, and parents are responsible for modeling appropriate behavior, helping to maintain the order and neatness of the school environment, and reporting any violations of guidelines or safety concerns to the Head of School.

### **Montessori Behavior Standards**

Maria Montessori developed the concept of normalization to describe the process by which each child acquires certain personality characteristics that lead to success in the classroom and throughout life. A normalized child will love learning, be kind to others, develop concentration and good work habits, and become independent. Penfield Montessori Academy strives to create and maintain an environment in which each child can successfully reach this level of normalization. Normalization of the classroom begins with modeling appropriate behavior by the teacher combined with a high level of respect for each student.

Many discipline problems can be avoided by following the strategies listed below in every Penfield Montessori Academy classroom:

- Provide a structured Montessori environment in which every child feels secure and comfortable in his or her work
- Monitor student work and behavior closely
- Engage, involve, and stimulate the student
- Plan classroom procedures and rules carefully and in detail with the participation of students
- Teach students procedures and expected behaviors
- Redirect a student and use conflict resolution techniques immediately, when necessary
- Organize instruction to maximize student task engagement and success
- Work one-on-one with students who need additional guidance
- Communicate directions and expectations clearly

### **Conscious Discipline**

Penfield Montessori Academy will use Conscious Discipline as the school-wide discipline program. Conscious Discipline is a comprehensive classroom management program and a social-emotional curriculum, focused on helping students develop self-regulation skills and self control. Self-control is the ability to reach out and empathize with others, to accept and celebrate differences, to communicate feelings directly, resolve conflicts in constructive ways, and to enjoy becoming a contributing member of a community.

Penfield Montessori Academy will focus on what we want students to do, rather than what not to do. Our goal is to help students make appropriate choices to be successful instead of attempting to coerce students to behave. In addition, staff will make connections with students so that when conflicts arise, trust and understanding is already established and students are motivated to cooperate. Penfield Montessori Academy will use conflicts as an opportunity to teach and guide students to handle the conflict rather than punish them for not knowing how to solve the issue.

If a student demonstrates a need for additional guidance and support, a behavior plan may be created. A behavior plan will be used to address the student's challenges by evaluating the environment, instruction, and interactions in order to support the student. Teachers, parents, and the school counselor and/or social worker will work collaboratively to develop and agree upon strategies to prevent and/or respond to challenging behaviors, plan for the implementation of strategies, and review the plan for effectiveness.

If a more intensive plan is necessary, the Head of School may invite a behavioral specialist from Penfield Children’s Center (or other appropriate agencies) into the classroom to observe the student’s behavior.

**Disciplinary Levels of Infraction**

Penfield Montessori Academy will adopt three levels of infractions and the levels are determined by the seriousness of the act. The levels are as follows:

- Level I - Infractions are the least serious and will be dealt with by imposing less severe consequences than Level II and III.
- Level II - Infractions are more serious than Level I and require more formal disciplinary actions.
- Level III - Infractions are the most severe and are grounds for a mandatory 5-day suspension and/or consideration for expulsion.

Level I	Level II	Level III
<ul style="list-style-type: none"> <li>• Conference with teacher</li> <li>• Incident/Behavior Report</li> <li>• Loss of privilege (s)</li> <li>• Conference with parent</li> <li>• Behavioral Contract</li> <li>• Recess or other activity restriction</li> <li>• Silent Lunch</li> </ul>	<ul style="list-style-type: none"> <li>• Conference with Head of School</li> <li>• Sent home</li> <li>• In School Suspension (ISS)</li> <li>• Special assignment (restorative justice project)</li> <li>• Out of School Suspension (OSS)</li> </ul>	<ul style="list-style-type: none"> <li>• School Suspension (OSS)</li> <li>• Expulsion from school</li> <li>• Administrative review and reassignment</li> <li>• Referral to Law Enforcement or Juvenile Court Officials</li> </ul>

When assigning consequences for misconduct, consideration will be given to factors such as, but not limited to: the nature of the infraction, the student’s past disciplinary record, the student’s age and grade level, and the severity of the problem as it pertains to the specific situation.

**1. Bullying/Harassment (to include sexual harassment):** Unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting or dehumanizing behavior which can cause discomfort or humiliation and/or interferes with the individual’s school performance or participation:

- 1st offense (minor) - Level I
- 1st offense (major) - Level II
- Repeated offense - Level II or III

**2. Computer misuse or abuse:** Manipulating computer hardware, software, or data, to include the improper use of technology devices or posting of inappropriate information on the Internet, during or after school hours, on school owned equipment that may interfere with the educational process:

- 1st offense - Level II
- Repeated offenses - Level II or III

**3. Disruption of the school:** To include, but not limited to bomb threats, arson, false fire alarms, etc.

- 1st offense - Level III and reported to local law enforcement (OSS)
- 2nd offense - Level II (3 days OSS)
- 3rd offense - Level III (Administrative Review)

**4. Dress Code Violations:** If a student is dressed inappropriately, they will be given notice and parents will be called and required to bring the correct clothing to school before the student can return to class.

- 1st offense - Level I (Warning)
- 2nd offense - Level I (Parent contact)
- 3rd offense - Level II (Sent home)
- 4th offense - Level II (1 day of OSS)

**5. Electronic Devices:** Includes, but not limited to, cellular phones, text messaging devices, digital cameras; must be turned off and cannot be used during regular school hours:

- 1st offense - Level I
- Repeated offense - Level II and Level III

**6. Hazing:** Any form involving other students, even ones who willingly participate:

- 1st offense (minor) - Level I
- 1st offense (major) - Level III
- Repeated offense - Level II or II

**7. Insubordination, disrespect or open defiance to a staff member:**

Refusal/failure to follow a direction or order from any school staff member; and/or the use of words or acts that demean, degrade, antagonize, or humiliate any school staff member:

- 1st offense (minor) - Level I
- 2nd offense (major) - Level II or III
- 3rd Repeated offense - Level II or III

**8. Physical contact with another person:** Aggressive physical contact toward another person to include, but not limited to: biting, kicking, pushing, pulling, shoving and punching with or without an object:

- 1st offense - Level I or II
- Repeated offenses - Level II or III

**9. Physical violence (fighting):** Any student mutually participating in use of force or physical violence:

- 1st offense - Level II
- Repeated offenses - Level II or III

**10. Profanity, vulgar or abusive language, gestures or drawings:**

- 1st offense (minor)- Level I
- 1st offense (major) - Level II or III
- Repeated offenses - Level II or III

11. **Sexual offenses:** To include, but not limited to inappropriate or obscene act, indecent exposure, and sexual misconduct:

- 1st offense - Level II or III
- Repeated offenses - Level III

12. **Skipping class:** Not reporting to and/or leaving the assigned class, activity or area without obtaining permission, and/or being at least 10 minutes late to class without proper documentation:

- 1st offense - Level I
- Repeated offenses - Level II or III

13. **Stealing:** Unauthorized taking or concealing of the school or others property:

- 1st offense (minor) - Level I (under \$100) & Restitution
- 1st offense (major) - Level II (over \$100) or Level III (over \$250) & Restitution
- Repeated offenses - Level II or III & Restitution

14. **Tardies (Unexcused):** Arriving late either to class or to school (Starts over each quarter):

- 1st offense - Level I
- 2nd offense - Level II
- 3rd offense - Level II and Parent Conference

15. **Threat/Intimidation:** The threat to cause physical harm to another person with or without the use of a weapon which would include the offender's intent, fear of the person who is being threatened, and the capability of the offender to carry out the threat:

- 1st offense (minor) - Level II
- 1st offense (major) - Level III and reported to law enforcement

16. **Unauthorized area:** Being in an area within the school or school grounds that is restricted to student access:

- 1st offense - level II
- Repeated offenses - Level II or III

17. **Vandalism:** Damaging/destroying school property or property of others, resulting in damages of various monetary values:

- 1st offense (minor) - Level I (under \$100)
- 1st offense (major) - Level II (over \$100) or Level III (over \$250) & Restitution
- Repeated offenses - Level II or III and Restitution

18. **Weapons:** Possession of any instrument or object that can inflict serious harm on another person or that can place a person in reasonable fear of serious harm including but not limited to: firearms, handguns, rifles, flare guns, brass knuckles, razor blades, pocket knives, chains, mace, sharp objects, bullets/ammunition, etc.:

- 1st offense - Level III and reported to law enforcement

### **In School Suspension Process**

As an alternative to out-of-school suspension, in-school suspension will be used to teach desirable student outcomes and keep students engaged in the learning process. During in-school suspension, students will report to school during normal school hours and receive academic support while they are isolated from the rest of the class. In addition to the completion of academic work, students may receive counseling services or participate in a restorative justice project to repair harm to others in the school community. In-school suspension will reduce the number of out-of-school suspensions, guide students in appropriate behaviors, and prevent a disruption in a student's educational experience at Penfield Montessori Academy.

### **Restorative Justice**

Penfield Montessori Academy will use restorative justice to guide students to reflect on actions that may have impacted others in a negative way and discover ways to amend the relationship. Through the use of a restorative justice model, Penfield Montessori Academy will promote the development of social and emotional learning in students. Components of Penfield Montessori Academy's restorative justice model include conflict resolution, mediation, conferencing, counseling, and restorative circles. Restorative justice may be used in lieu of in-school or out-of-school suspension.

### **Out of School Suspension Process**

The following criteria will be used to inform the decision for an out-of-school suspension:

1. Endangerment to others
2. Level of disruption to the learning process
3. Evidence of previous discipline problems

Prior to a suspension, the student will be notified of the reason for the suspension and what the evidence is against him or her. The student may also give their version of the incident. The parent/guardian will be notified by phone and, if possible, a meeting with the Head of School or designee will take place the same day. If a meeting does not take place, the parent/guardian may request a conference to be held within two school days. The student has the right to return to school for the conference meeting only. Parents/guardians are also to be notified in writing stating the reason for the suspension and the date in which the student may return to school. Suspensions may not exceed five (5) consecutive school days per suspension, except in the event of a recommendation for expulsion. Disciplinary action for a student with an Individual Education Plan (IEP) with behavioral objectives will be handled in the appropriate manner and may require a Manifestation hearing.

### Expulsion Process

Students recommended for expulsion are entitled to a hearing within fifteen (15) school days by the School Board to determine if the student should be expelled. Written notice of the hearing will be mailed to the student and parents/guardians at least ten (10) days prior to the date of the hearing. Administration will contact the parents/guardians to inform them of the process prior to the hearing.

The decision to readmit the student or to admit a previously expelled student from another district or charter school is at the discretion of the School Board. Readmission will also be contingent upon the school's capacity at the time of the request.

### Appeal Process for Suspension

Parents/guardians may appeal suspensions by making a formal appeal, in writing, to the Head of School. The appeal must outline the reasons for appealing the disciplinary action. The appeal must be made within three school days of notice of disciplinary action. A conference that includes school administration will be scheduled within three school days of receipt of the appeal. The Head of School will issue his/her decision on appeal in writing within two school days of his/her conference with the parents/guardians. If the parents/guardians are dissatisfied with the Head of School's decision on appeal, they may appeal to the President of the School Board in writing within two school days. Appeals to the President of the School Board must be filed in writing, within three school days of receipt of the Head of School's decision on appeal. The President's decision is final regarding in school or out-of-school suspensions.

### Appeal Process for Expulsion

Parents/Guardians may appeal an expulsion within three school days of receiving notification of the expulsion being issued. This appeal may be made to the President of the School Board by providing a written statement of appeal. A conference with the President that includes school administration will be scheduled within three school days of receipt of the appeal. The President will issue his/her decision on appeal in writing within two school days of his/her conference with the parent/guardian. If parents/guardians are dissatisfied with the President's decision, they may request a disciplinary hearing before the School Board's Education Committee, which will be held within fifteen school days of the request. The Head of School will provide written notice of the hearing to the parent/guardian, including the specifics of the student's alleged conduct upon which the expulsion proceeding is based, the grounds for expulsion, and the time and place of the hearing. The Education Committee shall keep written minutes of the hearing. All decisions from the Education Committee on expulsion shall be in writing, shall state the specific findings of fact and conclusions in support of the decision, and that all decisions are final.



APPENDIX D  
SCHOOL OPENING REQUIREMENTS

The following documents must be provided to the Office by the specified dates in order for the Charter School to commence operations in its first academic year.

**Ninety (90) Days Prior to First Day of School for Students and No Later than June 1:**

- Articles of Incorporation – Nonstock Corporation
- Board and Administration Team Members Roster
- Building Title / Facility Lease Agreement
- Building Certificate of Occupancy
- Bylaws of the Board

**Sixty (60) Days Prior to First Day of School for Students and No Later than July 1:**

- Certificate of Insurance Coverage
- Complete School Curriculum Plan for Students (Attending First Year)
- Documentation of Funding Required to Open School
- Faculty and Staff Handbook including all Compensation Plan Information
- First Year Revenue and Expenditure Budget
- IRS 501c3 Determination Letter of Legal Status (Tax Exempt under Wisconsin Law)
- Marketing and Recruitment Plan
- Name and Vita of Certified School Administrator
- School Administrator Employment Contract
- School Organizational Chart
- School Year Calendar and Days and Hours of Instruction
- Student Enrollment Plan
- Vendor Subcontracts (over \$5,000)

**Thirty (30) Days Prior to First Day of School for Students and No Later than August 1:**

- Documentation of Student Enrollment (= or > than contractually required)

**Prior to First Day of School for Students and no later than August 1:**

- Name and License Status of all Known Teachers and Title 1 Aides
- Background Screening Certification Letter (Verification of all Known Employees)

APPENDIX E  
FINANCIAL REPORTING REQUIREMENTS

The Grantee shall submit audited financial statements of the Charter School's operation, including an audited list of the revenues, expenditures and balances in each of the categories and subcategories:

Total Revenue

CATEGORY	TOTAL	PER PUPIL (based on 3 <sup>rd</sup> Friday in Sept count)
State per Pupil Aid		
Special Education Aid		
Federal Funds (see (b) below)		
Grants		
Donations From Sponsor		
Other Donations		
Other Revenue		
<b>Total</b>		

Federal Revenue (Break Out)

CATEGORY	TOTAL	PER PUPIL
Title I		
Title II		
Title III		
Title IV		
Title V		
Title VI		
Other Federal Funds (List each source individually, for example, Safe and Sound grant)		
<b>Total</b>		

Total Expenditures

CATEGORY	TOTAL	PER PUPIL
Instruction		
Instructional Support		
Facilities		
Administration		
Board*		

Other Expenditures		
<b>Total</b>		

\*Report Administration Expenses and School Board Expenditures separately if the School is operated under a management contract

**Fund Balance or Total Net Assets**

	July 1 (Current Year)	June 30 (Current Year)	Difference	Cumulative Fund Balance or Total Net Assets
Fund Balance or Total Net Assets				

**In allocating expenses within the above categories, the Grantee must adhere to the following designations:**

**Instruction**

- Classroom Teaching
  - Instructional Teachers
  - Instructional Para-Professionals
  - Substitutes
  - Other Instructional Personnel
  
- Classroom Materials
  - Pupil-Use Technology and Software
  - Non-Employee Instructional Materials
  - Other Classroom Materials

**Instructional Support**

- Non-Instructional Pupil Support
  - Guidance and Counseling
  - Library and Media
  - Extracurricular
  - Student Health and Services
  - Other Non-Instructional Pupil Support
  
- Teacher Support
  - Curriculum Development
  - In-Service Staff Development
  - Other Teacher Support
  
- Program Support
  - Program Management
  - Therapists, Psychologists, and Social Workers

- Other Program Support

### **Facilities Expenses**

- Building Management
  - Building Operations, Utilities, and Maintenance
  - Other Building Management
- Capital
  - Capital Projects and Capital Leases
  - Debt Services
  - Other Capital Expenses

### **Administrative Expenses**

- School Management
  - Executive Director, Principal, and Assistant Principals
  - Other Administrative Personnel
  - School Office
- Business Management
  - Data Processing
  - Business Operations
  - Other Business Management
- School Board \* School Board Expenses must be separated from Administrative Expenses if school is operated under a management contract.
  - School Board
  - Legal
- Legal
  - Claims and Settlement

### **Other Expenditures**

- Non-Instructional Pupil Services
  - Transportation
  - Food Service
  - Safety
  - Other Non-Instructional Services

### **Fund Balance**

Changes in fund balance are calculated on an annual and cumulative basis. The difference between annual revenue and annual expenditures provides the annual change to fund balance. The sum of each year's change to fund balance is the cumulative fund balance.

APPENDIX F  
CHARTER SCHOOLS PERFORMANCE FRAMEWORK

# CHARTER SCHOOLS PERFORMANCE FRAMEWORK

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## SECTION 1: INTRODUCTION

The National Association of Charter School Authorizers' (NACSA's) *Principles & Standards for Quality Charter School Authorizing* (2012) emphasizes that a quality authorizer establishes standards for school performance that are clear, quantifiable, rigorous, and attainable. NACSA also recommends that authorizers develop and formally adopt a Performance Framework that includes academic, financial, and organizational performance measures for use by schools and authorizers to establish expectations, guide practice, assess progress, and inform decision making over the course of the charter term and at renewal or revocation. The three areas of performance covered by the frameworks—academic, financial, and organizational— correspond directly with the three components of a strong charter school application, the three key areas of responsibility outlined in strong state charter laws and strong charter school contracts, and are the three areas on which a charter school's performance should be evaluated. In each of these three areas, the frameworks ask a fundamental question.

1. **Academic Performance:** Is the educational program a success?
2. **Financial Performance:** Is the school financially viable?
3. **Organizational Performance:** Is the organization effective and well run?

The answers to each of these three questions are essential to a comprehensive evaluation of charter school performance.

The University of Wisconsin-Milwaukee Office of Charter Schools has developed this comprehensive Performance Framework to ensure that all charter schools authorized by the University are providing their students with a high-quality public education. This document describes the Performance Framework, which is the accountability mechanism that sets the academic, fiscal and organizational standards by which all UW-Milwaukee authorized charter schools will be evaluated. It also will be used to inform the public of the schools' performance and sustainability.

In addition to establishing performance criteria for charter schools, the Performance Framework also ensures that the University is accountable to charter schools by implementing a rigorous and fair oversight process carried out by the Office of Charter Schools that respects the autonomy that is vital to a charter school.

The *Core Performance Framework and Guidance* document created and published by NACSA provided the foundation and guidance needed to develop the UW-Milwaukee Office of Charter Schools Performance Framework. Additionally, the charter school leaders were included in the development process by providing input and feedback.



## SECTION 2: OBJECTIVE

The University has the responsibility of making sure its authorized charter schools provide an excellent education for the students they serve. Charter schools need independence in order to develop and apply the policies and educational practices that maximize their effectiveness. The University has accepted the responsibility for authorizing charter schools in order to take advantage of the flexibility allowed charter schools to develop innovative programs that address the educational needs of children in their communities. The Performance Framework balances these two considerations as its objective is to provide charter school operators and boards with clear expectations, transparent oversight and timely feedback while ensuring charter autonomy. In addition to achieving this objective, the Performance Framework delivers other important benefits:

- Comprehensive information for data-driven charter renewal decisions;
- Differentiated oversight based on each school's performance;
- Transparency so all stakeholders can see where charter schools are meeting or exceeding standards

The Performance Framework is dynamic and subject to continuous review and improvement based on any changes in the federal and state laws, state accountability system, and authorizer policies.

## SECTION 3: PERFORMANCE FRAMEWORK COMPONENTS

### I. Academic Performance

This component of the Performance Framework focuses purposefully on quantitative academic outcomes. Qualitative measures, most often inputs like observations of classroom instruction, may provide context for the outcomes that authorizers analyze; however, these inputs do not measure the academic performance of the students in the school and so are not included in the Academic Performance Framework.

The Academic Performance Framework is organized by indicators, measures, metrics, and targets.

Component	Definition	Example
Indicators	General categories of academic performance	Student achievement
Measures	General means to evaluate an aspect of an indicator	Proficiency on state assessments
Metrics	Method of quantifying a measure	Percentage of student achieving proficiency on specific exams
Targets	Thresholds that signify success in meeting the standards for a specific measure	75% of students achieve proficiency on state statement
Ratings	Assignment of charter school performance into one of two rating categories, based on school's performance against the targets	If school meets the target proficiency rate of 75%, the rating category is "Meets Standard", if less than 75% the rating category is "Does Not Meet Standard"

### Indicators

The framework includes five indicators designed to evaluate the school's overall academic performance.

#### 1. State and Federal Accountability

The framework includes reference to the state report card issued by the Wisconsin Department of Public Instruction.

#### 2. Student Progress Over Time (Growth)

Growth models measure how much students learn and improve over the course of a school year. The inclusion of growth measures in the framework acknowledges that

relying solely on a snapshot of student proficiency misses progress that schools may be making over time in bringing students up to grade level, a task that may take more than a single year.

### **3. Student Achievement (Status)**

The student achievement indicator focuses on the percentage of students meeting standards for proficiency on state assessments. This framework includes an analysis of overall proficiency rates in charter schools and compares these rates to the overall state rates and rates of the school district students might otherwise attend.

### **4. Post-Secondary Readiness**

This indicator examines how well a school's students are prepared for college or employment after graduation and includes attendance and graduation rates.

### **5. Mission-Specific Academic Goals**

The framework allows for the inclusion of school-specific measures of academic outcomes that are agreed upon by individual school and authorizer, particularly for schools that do not enroll students in grades assessed by the state. These measures are applied only if the goals are ***valid, reliable, measurable, and quantifiable*** and are not otherwise captured in the Performance Framework.

## II. Financial Performance

The Financial Performance Framework provides the Office tools to recognize schools currently in or trending towards financial difficulty and to more proactively evaluate or address the problem. It gauges both near-term financial health and longer-term financial sustainability.

The framework includes five main levels of information: Indicators, Measures, Metrics, Targets, and Ratings.

Component	Definition	Example
Indicators	General categories of financial performance	Near Term
Measures	General means to evaluate an aspect of an indicator	Current Ratio
Metrics	Method of quantifying a measure	Current ratio is the school's current liabilities over current assets
Targets	Thresholds that signify success in meeting the standards for a specific measure	Current ratio greater than 1.1
Ratings	Assignment of charter school performance into one of two rating categories, based on school's performance against the targets	If school meets the target of 1.1, the rating category is "Meets Standard", if the school's ratio is less than 1.1, the rating category is "Does Not Meet Standard"

### Indicators

The framework includes two indicators, or general categories, used to evaluate financial performance.

#### **1. Near-Term**

The portion of the framework that tests a school's near-term financial health is designed to depict the school's financial position and viability in the upcoming year.

#### **2. Sustainability**

The framework also includes a longer-term financial sustainability measure and is designed to depict a school's financial position and viability over time.

### **III. Organizational Performance**

The Organizational Performance Framework defines the operational standards to which a charter school should be accountable to the University as an authorizer and the public. It enables the Office to ensure that charter schools are respecting rights of students, staff, and families within the schools as well as the interests of the general public in ensuring that charter schools meet the legal obligations that state and federal legislatures have determined should apply. The Organizational Framework is divided into indicators, measures, metrics, targets, and ratings.

The Organizational Performance Framework includes five indicators used to evaluate the school's organizational performance and compliance.

#### **Indicators**

##### **1. Education Program**

The Education Program section assesses the school's adherence to the material terms of its proposed education program.

##### **2. Financial Management and Oversight**

While the Financial Framework is used to analyze the school's financial performance, the University uses this section of the Organizational Framework to set expectations for the school's management and oversight of its finances.

##### **3. Governance and Reporting**

A charter school must practice sound governance and adhere to reporting requirements of the University as the authorizer and other responsible entities. In this section the Office sets forth expectations of the charter board's compliance with governance-related laws as well as the board's own bylaws and policies.

##### **4. Facilities and Safe School Environment**

Charter schools must also adhere to laws related to the school's physical plant and the health and safety of students and the charter community. This section addresses the school's facility, and health and safety of students and staff, among other things.

##### **5. Additional Obligations**

The final indicator ensures that the University has the authority to hold the charter school accountable for any laws or requirements that are not explicitly stated in the Organizational Framework. This indicator also captures any requirements that may have been enacted or changed after the Performance Framework was adopted into the charter contract.

## **Measures**

For each of the indicators, the framework provides measures by which to evaluate schools. The measures take the form of questions about each school's performance.

For example:

- Is the school implementing the material terms of the education program as defined in the current charter contract?
- Is the school protecting the rights of English Language Learner (ELL) students?
- Is the school following Generally Accepted Accounting Principles?

## **Metrics**

Metrics are expectations set forth in evaluating a measure. For example, to evaluate the question, "Is the school following Generally Accepted Accounting Principles?", the University looks to a number of areas where the school must meet existing expectations established by laws, rules, regulations, or provisions of the charter contract. Examples of metrics for this measure are:

- An unqualified audit opinion
- An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses
- An audit that does not include an ongoing concern disclosure in the notes or an explanatory paragraph within the audit report

## **Targets and Ratings**

For each measure a school receives one of two ratings based on evaluation of the established metrics.

The "Meets Standard" rating is defined by the threshold of success for the measure, or the target the school is expected to meet.

The "Does Not Meet Standard" means the school is not meeting the authorizer's expectation of satisfactory performance, and follow up by the authorizer is necessary to determine authorizer action or accountability decisions.

## PERFORMANCE FRAMEWORK INDICATOR DESCRIPTION

### Academic Performance

#### State and Federal Accountability

**A.1. School Report Card** – Receive an Overall Accountability Rating of three, four or five stars out of five on DPI’s School Report Card or a satisfactory progress using the Alternate rating.

#### Student Achievement (Status)

**A.2. State Reading Assessment**– Achieve a percentage of pupils in grades 3-8 in the charter school scoring proficient or advanced on the state assessment in Reading that is the same as or higher than the average of the percentage of pupils scoring proficient and advanced in corresponding grades in all schools in the local district and the State.

**A.3. State Mathematics Assessment** – Achieve a percentage of pupils in grades 3-8 in the charter school scoring proficient or advanced on the state assessment in Mathematics that is the same as or higher than the average of the percentage of pupils scoring proficient and advanced in corresponding grades in all schools in the local district and the State.

**A.4. High School State Reading Assessment** - Achieve a percentage of pupils in grades 9-11 in the charter school scoring on-track for college and career readiness on the state assessment in Reading that is the same as or higher than the average of the percentage of pupils scoring on-track for college and career readiness in corresponding grades in all schools in the local district and the State.

**A.5. High School State Mathematics Assessment** - Achieve a percentage of pupils in grades 9-11 in the charter school scoring on-track for college and career readiness on the state assessment in Mathematics that is the same as or higher than the average of the percentage of pupils scoring on-track for college and career readiness in corresponding grades in all schools in the local district and the State.

#### Student Progress Over Time (Growth)

**A.6. MAP RIT Growth Targets Reading** – At least 50% of students meet or exceed Fall to Spring growth targets in Reading.

**A.7. MAP RIT Growth Targets Mathematics** – At least 50% of students meet or exceed Fall to Spring growth targets in Mathematics.

**A.8. MAP Reading RIT Growth for Significant Subgroups (i.e. racial/ethnic minorities, SPED, ELL)** – Significant subgroups within the charter school achieve average Fall to Spring growth in their Reading RIT scores that is at least 110% of the average target RIT growth.

**A.9. MAP Mathematics RIT Growth for Significant Subgroups (i.e. racial/ethnic minorities, SPED, ELL)** – Significant subgroups within the charter school achieve average Fall to Spring growth in their Mathematics RIT scores that is at least 110% of the average target RIT growth.

### **Post-Secondary Readiness**

**A.10. Attendance** – Achieve an average daily attendance rate of pupils in the charter school that is the same as or higher than the average daily attendance rate of pupils in corresponding grades in all schools in the local district and the State.

**A.11. Graduation** – Achieve a graduation rate of pupils in the charter school that is the same as or higher than the average graduation rate of pupils in all schools in the local district and the State.

### **Financial Performance**

#### **Near-Term**

**F.1. Current Ratio** - Current ratio (assets to liabilities) is greater than or equal to 1.1 or current ratio is between 1.0 and 1.1 and current year ratio is higher than last year's.

**F.2. Enrollment Variance** - Enrollment variance equals or exceeds 95% in the most recent year.

**F.3. Default** - School is not in default of loan covenant(s) and/or is not delinquent with debt service payments.

#### **Sustainability**

**F.4. Debt to Asset Ratio** - Debt to Asset Ratio is less than 0.9.

### **Organizational Performance**



## **Education Program**

**O.1.** The school is implementing the academic program and design described in the charter contract or the school has gained appropriate approval for a charter modification to the material terms.

**O.2.** The school is complying with applicable laws, rules, regulations, and provisions of the charter contract related to the education requirements, including but not limited to:

- Instructional days or minutes required,
- Graduation and promotion requirements, and
- State assessments.

**O.3.** Policies and practices related to admissions, lottery, waiting list and enrollment are fair and equitable as required by law. The school does not discriminate in its admissions policies or practices.

**O.4.** Consistent with the school's status as a Local Education Agency (LEA), the school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including IDEA, Section 504, and ADA) relating to treatment of students with identified disabilities and those suspected of having a disability, including but not limited to:

- Equitable access and opportunity to enroll,
- Identification and referral,
- Appropriate development and implementation of IEP and Section 504 plan,
- Discipline, including due process protections, manifestation determinations, and behavioral intervention plans, and
- Operational compliance, including provision of services in the least restrictive environment and appropriate inclusion in the school' academic program, assessments, and extracurricular activities.

**O.5.** The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to English Language Learner requirements, including but not limited to:

- Required policies related to the service of ELL students,
- Proper steps for identification of students in need of ELL services,
- Appropriate and equitable delivery of services to identified students,
- Appropriate accommodations on assessments, and
- Exiting of students from ELL services.

## **Financial Management and Oversight**

**O.6.** The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial reporting requirements, including but not limited to:

- Complete and on-time submission of the annual proposed budget and independent financial audit with corrective action, if applicable, and
- All reporting requirements related to the use of public funds including reports submitted to the DPI (i.e. special education, Title I and school nutrition budgets).

**O.7.** The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight expectations as evidenced by an annual independent audit, including but not limited to:

- An unqualified audit opinion, and
- An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses.

### **Governance and Reporting**

**O.8.** The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to:

- Board bylaws submitted,
- Open meetings outlined in contract are followed, and
- Board composition and or membership rules followed.

**O.9.** The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management (only applicable for schools with a Charter Management Organization (CMO) or Education Service Provider (ESP)).

### **Facilities and Safe School Environment**

**O.10.** The school provides adequate and appropriately maintained facilities to support teaching and learning included but not limited to:

- Evidence of fire inspections and related records, and
- Viable certificate of occupancy or other required building use authorization.

**O.11.** The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to the safety and provision of health-related services, including but not limited to:

- Food service requirements,
- Appropriate nursing services and dispensing of pharmaceuticals, as applicable,
- Background checks of all applicable individuals are complete and on file, and
- Other LEA services, as applicable.

**O.12.** The school has a safe environment as indicated by an average score of three or higher on the graded school safety items on the parent, student, and staff satisfaction surveys.

- Additionally, at least 80% of staff, 80% of students, and 50% of parents must have completed the survey so that the average is a valid indicator of stakeholder perception of safety.

### **Additional Obligations**

**O.13.** The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to relevant reporting requirements to the Wisconsin Department of Public Instruction (DPI) and/or federal authorities.

**O.14.** The school is meeting other relevant compliance requirements included in charter contract, Appendix H or otherwise legally required.

## RENEWAL TERMS

The expectation from the University is for all its authorized charter schools to perform high in each individual framework; therefore, any school receiving an overall percentage of at least 75% in each framework (Academic, Financial, and Organizational) will automatically be recommended by the Office of Charter Schools for a five-year renewal term.

It is also understood that for varying reasons, a school may not reach the 75% threshold for each framework. In those cases, the school will receive a baseline renewal term length from the Office of Charter Schools determined by the lowest percentage received in one of the performance frameworks. In those instances, it will be the responsibility of the school throughout the renewal process to present to the Evaluation Committee evidence and data, which provides reasons for areas of challenge along with specific strategies that have been implemented to mitigate those challenges in the future. The Evaluation Committee will consider this information along with feedback received during the renewal site visit to make a charter renewal term recommendation. This recommendation is then forwarded to the Director of the Office of Charter Schools, who then shares it with the Dean of the School of Education, Provost, Chancellor, and ultimately University of Wisconsin Board of Regents for approval.

The table below details the baseline contract renewal term lengths determined by the Performance Framework:

Performance Percentages	Baseline Renewal Term Length
School meets 75% or more of performance targets in Academic, Financial and Organizational frameworks	Five year renewal
School meets between 60% and 74% of performance targets in Academic, Financial and Organizational frameworks	Four year renewal
School meets between 50% and 59% of performance targets in Academic, Financial and Organizational frameworks	Three year renewal
School meets less than 50% of	Non-renewal

performance targets in Academic, Financial and Organizational frameworks	
School meets a different percentage of performance targets in each framework that do not fall within one baseline renewal term	Renewal term based on the framework with the lowest percentage

APPENDIX G  
CHARTER SCHOOL DISSOLUTION PLAN

# CHARTER SCHOOL DISSOLUTION PLAN

<b>Name of Charter School:</b>	<b>Address:</b>
<b>Last day of school operation:</b>	<b>Charter termination date:</b>
<b>Board of Directors President (Name and Contact information):</b>	<b>Board of Directors Vice President (Name and Contact information):</b>
<b>Student Records Custodian (Name and Contact information):</b>	<b>Personnel Records Custodian (Name and Contact information):</b>
<b>Independent Trustee (Name and Contact information):</b>	<b>Independent Auditor:</b>

<b>A: Student Records</b>	<b>Projected Date of Completion</b>	<b>Person Responsible</b>
<p><u>Required Task(s):</u> <i>Transfer complete student records (academic, health, special education, etc.) to the school that each student will transfer to and to archive student records for the required period of time.</i></p>		
<ul style="list-style-type: none"> <li>• Board of Directors will designate a Student Records Custodian responsible for maintaining, transferring, and archiving student records in accordance with state law.</li> </ul>		
<ul style="list-style-type: none"> <li>• Board of Directors will provide the Office of Charter Schools with the name, telephone number, business address, and email address of the Student Records Custodian.</li> </ul>		

<ul style="list-style-type: none"> <li>• Student Records Custodian will provide Office of Charter Schools with a list of all students attending the charter school during the final year of operation. The list will provide student names, addresses, telephone numbers, and the schools to which students are transferring.</li> </ul>		
<ul style="list-style-type: none"> <li>• Student Records Custodian will provide Office of Charter Schools with a list of any student records in the charter school's possession for students other than those that attended school during the final year of operation.</li> </ul>		
<ul style="list-style-type: none"> <li>• Student Records Custodian will develop and implement sign-off procedure confirming transferal of student records.</li> </ul>		
<ul style="list-style-type: none"> <li>• Student Records Custodian will transfer student records to the school to which student will transfer to.</li> </ul>		
<ul style="list-style-type: none"> <li>• Student Records Custodian will document all student records transferals to the Office of Charter Schools.</li> </ul>		
<ul style="list-style-type: none"> <li>• Student Records Custodian will develop and implement a methodology to archive all student records in accordance with the law.</li> </ul>		
<ul style="list-style-type: none"> <li>• Student Records Custodian will arrange for destruction of student records at the end of the appropriate retention period. Destruction will occur in a manner that ensures the privacy of all individuals.</li> </ul>		

B: Personnel Records	Projected Date of Completion	Person Responsible
<p><b>Required Task(s):</b> <i>Devise a plan to retain and maintain staff personnel and professional certification records for a minimum of six years or as required by law, whichever time period is longer.</i></p>		
<ul style="list-style-type: none"> <li>Board of Directors will designate a Personnel Records Custodian responsible for maintaining, transferring, and archiving personnel records in accordance with state law.</li> </ul>		
<ul style="list-style-type: none"> <li>Board of Directors will provide the Office of Charter Schools with the name, telephone number, business address, and email address of the Personnel Records Custodian.</li> </ul>		
<ul style="list-style-type: none"> <li>Personnel Records Custodian will, upon request, provide letters verifying charter school employment, etc.</li> </ul>		
<ul style="list-style-type: none"> <li>Personnel Records Custodian will maintain all personnel records for a period of six years or as required by law, whichever time period is longer.</li> </ul>		
<ul style="list-style-type: none"> <li>Personnel Records Custodian will arrange for destruction of personnel records at the end of the appropriate retention period. Destruction will occur in a manner that ensures the privacy of all individuals.</li> </ul>		

C. Financial and Contractual Obligations	Projected Date of Completion	Person Responsible
<p><b>Required Task(s):</b> <i>Board of Directors must devise a plan to maintain and administer financial, administrative and contractual obligations.</i></p>		
<ul style="list-style-type: none"> <li>Board of Directors shall file all final federal, state and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.</li> </ul>		
<ul style="list-style-type: none"> <li>Board of Directors shall implement a procedure to strictly limit all expenditures to those that are reasonable and necessary for the ongoing day-to-day operations of the charter school. These expenditures are limited to salaries, benefits, utilities, rent, and insurance and must already be authorized in the budget.</li> </ul>		
<ul style="list-style-type: none"> <li>Board of Directors shall appoint 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.</li> </ul>		
<ul style="list-style-type: none"> <li>Board of Directors will submit to the Office of Charter Schools an approved Board resolution appointing an independent trustee including name and contact information.</li> </ul>		
<ul style="list-style-type: none"> <li>Independent Trustee shall assess and satisfy all outstanding liabilities in accordance with the law.</li> </ul>		



<ul style="list-style-type: none"> <li>Independent Trustee will submit to Office of Charter Schools a written report to take into account the present value of the charter school's liabilities held by all of its creditors, including but not limited to vendors, banking institutions, and health benefits agencies, and the present value of the charter school's assets, including but not limited to books, supplies, motor vehicles, furnishings, equipment and personal property.</li> </ul>		
<ul style="list-style-type: none"> <li>Submit to Office of Charter Schools a monthly updates of accounts payable along with detailed aging schedule.</li> </ul>		
<ul style="list-style-type: none"> <li>Independent Trustee shall upon the satisfaction of all liabilities liquidate all remaining non-monetary school assets.</li> </ul>		

<b>D. Grants</b>	<b>Projected Date of Completion</b>	<b>Person Responsible</b>
<b><u>Required Task(s):</u> Provide proof of proper liquidation of goods acquired through grant(s).</b>		
<ul style="list-style-type: none"> <li>Independent Trustee shall return all unspent federal or state grant moneys received by the school to the Department of Public Instruction.</li> </ul>		
<ul style="list-style-type: none"> <li>Independent Trustee shall submit Final Expenditure Reports for entitlement grants.</li> </ul>		
<ul style="list-style-type: none"> <li>The trustee shall provide the Office with an inventory of any property or equipment purchased, in whole or in part, with state or federal funds.</li> </ul>		
<ul style="list-style-type: none"> <li>Following any disposition required by state or federal law, and following the satisfaction of creditors, the Trustee shall distribute any remaining property and equipment purchased with state or federal funds to other UWM-authorized charter schools.</li> </ul>		

<b>D. Final Audit</b>	<b>Projected Date of Completion</b>	<b>Person Responsible</b>
<b><u>Required Task(s):</u> Appoint independent auditor to conduct a final audit including but not limited to the following task(s):</b>		
<ul style="list-style-type: none"> <li>Board of Directors will provide Office of Charter Schools with approved board resolution appointing auditor.</li> </ul>		
<ul style="list-style-type: none"> <li>Board of Directors will provide the Office of Charter Schools with the audit's estimated start and completion dates and an estimated cost of audit.</li> </ul>		
<ul style="list-style-type: none"> <li>Board of Directors will submit to Office of Charter Schools a board resolution establishing an escrow</li> </ul>		

account for funds to pay for the audit and provide evidence that this account has been established; and funds deposited.		
<ul style="list-style-type: none"> <li>Board of Directors will submit copies of the audit to the Office of Charter School. Audit must be submitted prior to any dissolution of the Board.</li> </ul>		

***This signed dissolution plan must be submitted to Office of Charter Schools along with an official approved Board resolution. Please provide a tally of the Board members present at the meeting and how they voted on the resolution.***

Signed Approval:

\_\_\_\_\_  
Board President

Date

\_\_\_\_\_  
Vice President

Date