



Charter School Review Committee

Howard L. Fuller    Mary E. Diez  
Chair                      Vice Chair

W. Martin Morics, CPA  
City Comptroller, *Ex Officio*

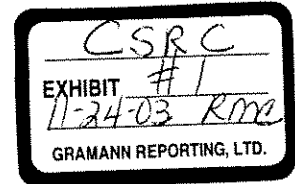
Robert C. Jasna    Kevin Ingram  
LaRhonda Bearden-Steward  
Rosario Sanchez  
Committee Members

Shelia Payton  
Technical Reviewer

November 18, 2003

**VIA HAND DELIVERY**

Jerry Tarrer, Executive Director  
Khamit Institute Charter School  
4714 West Fond du Lac Avenue  
Milwaukee, WI 53216



Re: Notice of Hearing Pursuant to Section 330-29-3 of the Milwaukee Code of Ordinances

Dear Mr. Tarrer:

The City of Milwaukee Charter School Review Committee (CRSC) has completed its investigation and determined that there is possible cause for termination of the charter school contract between the City and Khamit Institute, Inc., (Khamit) and revocation of its charter.

Based on its investigation, it appears to the CRSC that Khamit violated its contract with the City.

In particular:

- ◆ Khamit failed to administer the required 4<sup>th</sup> grade Stanford Diagnostic Reading Test (SDRT) for both academic years 2000-2001 and 2002-2003.
- ◆ Khamit failed to administer the Direct Instruction placement tests at the end of the 2002-2003 academic year.
- ◆ Khamit failed to timely pay its oversight fees to the City in accordance with sec. 330-27 of the Milwaukee Code of Ordinances.
- ◆ Khamit failed to properly notify the CRSC of its anticipated relocation of its school and failed to receive approval from the CSRC prior to relocation.

This letter is to confirm our prior oral notice to you that a hearing has been scheduled under 330-29-3 of the Milwaukee Code of Ordinances before the CSRC on Monday, November 24, 2003. The hearing will commence at 6:00 p.m. and will take place in Room 301-A of City Hall.

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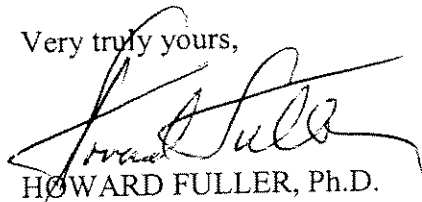
Jerry Tarrer, Executive Director  
November 18, 2003  
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The purpose of the hearing is to determine whether the CSRC will recommend to the Common Council that the Khamit charter be revoked and the charter school contract between the City and Khamit terminated.

The SCRC has requested Dr. Janice Ereth of the Children's Research Center to present testimony regarding her findings of Khamit's compliance with educational contract provisions. The CSRC has also requested M.L. Tharps and Associates to discuss its review of Khamit's fiscal procedures and status. Michael Soika, Director of the City's Department of Administration, and Robert Juhay, Management and Accounting Officer of the City's Department of Administration, may also testify at the hearing. Khamit Institute is invited to present pertinent testimony and evidence relative to assisting the CSRC in making its determination as to whether it will recommend to the Common Council that Khamit's charter be revoked and its charter school contract terminated.

If you have any questions with regard to the hearing process, please contact Michael Soika, Director, Department of Administration at (414) 286-3850.

Very truly yours,



HOWARD FULLER, Ph.D.  
Chair, City of Milwaukee  
Charter School Review Committee

HF/ml:75096

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320-41. Charter School Review Committee.

1. ESTABLISHMENT. The Milwaukee charter school review committee is established as provided in this section.

2. PURPOSE. The purpose of the committee is to assist the city, through its common council, with establishment and regulation of charter schools, pursuant to s. 118.40, Wis. Stats., as amended, and ch. 330.

3. COMPOSITION. a. The committee is comprised of the following 7 members:

a-1. Three members appointed by the common council president and subject to common council confirmation.

a-2. Three members appointed by the mayor and subject to common council confirmation.

a-3. The comptroller, who shall serve ex officio, or the comptroller's designee.

b. The members of the committee shall include broad representation from Milwaukee's educational community and other interested and affected segments of the community.

4. TERM OF OFFICE. a. Each appointed member shall serve at the pleasure of the appointing authority for a 3-year term, unless terminated earlier, or until his or her successor is appointed, except for those initial committee members whose terms are described in sub. c. Members of the committee may be reappointed.

b. A vacancy shall be filled for the unexpired term in the same manner as the original appointment.

c. The common council president and the mayor shall each appoint one initial committee member to a term that expires June 30, 1999. The common council president and the mayor shall each appoint one initial committee member to a term that expires June 30, 2000. The common council president and the mayor shall each appoint one initial committee member to a term that expires June 30, 2001. The appointing authority shall specify the term to which each initial member is appointed.

5. ORGANIZATION. a. The committee shall select a chair and vice-chair and may select such other officers as it sees fit.

b. The committee may adopt rules, guidelines and criteria to assist the committee in carrying out its responsibilities.

c. In the absence of a committee rule to the contrary, the provisions of Robert's rules of order, latest edition, shall govern the proceedings of the committee.

6. POWERS AND DUTIES. a. The committee is charged with the responsibility of reviewing applications for charter school status pursuant to s. 118.40, Wis. Stats., as amended, and ch. 330, making findings for each application, making recommendations to the common council for approval of applications, making regular reports about the charter school program, performing ongoing review of the financial, educational, staffing and facility status of charter schools, investigating and making recommendations to the common council concerning possible termination of contracts and revocation of charters, and adopting rules, guidelines and criteria to assist the committee in carrying out its responsibilities.

b. The committee shall establish, subject to approval by the common council, and shall file with the legislative reference bureau:

b-1. Guidelines for applicants, including reasonable application periods, time periods and deadlines for submission of applications and correction of deficiencies in applications.

b-2. Criteria for approval of applications.

c. The committee shall:

c-1. Establish guidelines for members to govern ethical issues, including conflicts of interest, particularly with respect to review and recommendations of applications.

c-2. Establish rules and guidelines specifying the technical requirements for applications which, if not met, render an application technically deficient.

c-3. Obtain the services of a technical reviewer.

c-4. Establish written educational, experience and other job qualifications for the position of technical reviewer to review charter school applications pursuant to s. 330-9. Such job qualifications shall include provisions to avoid conflicts of interest and the appearance of conflicts of interest.

c-5. Create all necessary application and other forms and modify them as needed.

c-6. Hear and decide appeals filed by unsuccessful charter school applicants under s. 330-19.

## 320-41-7 Boards, Commissions and Committees

c-7. Be responsible for continuing oversight and ongoing review of the financial, educational, staffing and facility status of charter schools.

c-8. Investigate and make findings and recommendations concerning possible termination of charter school contracts and revocation of school charters.

c-9. Serve as a clearinghouse for all information requests received from common council members relative to charter school entities.

d. The committee may:

d-1. Obtain the services of experts, advisors and such other persons whom the committee finds necessary in accomplishing its responsibilities.

d-2. Adopt rules for the conduct of its hearings and for its procedures not in conflict or inconsistent with s. 118.40, Wis. Stats., as amended, or ch. 330.

d-3. Establish such standing or ad hoc subcommittees as it deems necessary to carry out its responsibilities.

d-4. Recommend to the common council the establishment of reasonable application fees for charter school applicants and reasonable oversight fees for charter schools, and an amount for such fees which is sufficient to defray the actual and necessary costs that the committee incurs in fulfilling its responsibilities under ch. 330 and this section.

d-5. Take any other action that it finds necessary or useful in fulfilling its responsibilities under ch. 330 and this section.

7. STAFFING. The department of administration shall provide staff assistance to the committee. All city departments and agencies are directed to cooperate with the committee and provide assistance whenever the committee so requests.

8. REPORTS. The committee shall annually provide a written report of its activities to the common council and the mayor and shall report more frequently as the committee, the common council or the mayor may find proper.

CHAPTER 330  
CHARTER SCHOOLS

TABLE

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330-1. Definition. In this chapter, "committee" means the charter school review committee established under s. 320-41.

330-3. Authority. This chapter specifies the criteria, standards and processes which the common council will use to designate charter schools, pursuant to the charter school statute, s. 118.40, Wis. Stats., as amended.

330-5. Application. An entity that wishes to be designated as a charter school shall submit an application for charter school status to the city clerk. The application shall be submitted on an application form created by the committee. The application shall require each applicant to submit the following information and documents:

1. Name of the person seeking to establish the charter school.
2. Name of the person in charge of the school.
3. Description of the way in which administrative services will be provided.
4. Description of the educational program and educational goals of the school.
5. Whether the school will serve at-risk students.

6. Methods the school will use to enable students to meet educational goals.

7. Methods by which pupil progress in attaining the educational goals will be measured.

8. Governance structure, including method of ensuring parental involvement.

9. A copy of the school personnel manual.

10. Qualifications to be met by persons employed in the school, including the policies the school will follow in conducting background checks, and the hiring standards the school will apply with respect to persons who have been convicted of a felony or misdemeanor or who have had a relevant professional license revoked or suspended. This information may be included in the school personnel manual under sub. 9.

11. Procedures to ensure the health and safety of students.

12. Means by which the school will achieve a racial and ethnic balance that is reflective of the school district population.

13. Requirements for admission.

14. Manner in which annual financial and programmatic audits will be performed.

15. Procedures for disciplining students.

16. Public school alternative for students.

17. Description of school facilities and specific types and limits of liability insurance the school will carry.

18. Effect of the charter school on liability of the city of Milwaukee.

19. The number of estimated charter school students that are expected to be enrolled for the school year.

20. Any other relevant information that the committee finds necessary or useful.

330-7. Certification of Compliance. The application shall include written certification of the school's compliance with all of the following:

1. The school shall not charge tuition for pupils enrolled under the charter school program; however, the school may charge tuition for other pupils.

### 330-9 Charter Schools

2. The school shall abide by all eligibility requirements set forth in s. 118.40, Wis. Stats., as amended, and ch. 330, including, but not limited to, the pupil qualifications specified in s. 118.40(2r)(c) 1 to 5, Wis. Stats., as amended, and the pupil city residency requirement.

3. The school shall administer to pupils enrolled under the charter school program the examinations specified in s. 118.40(2r)(d)2, Wis. Stats., as amended.

4. The school shall be nonsectarian in its programs, admissions policies, employment practices and all other operations.

5. The school shall 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.

6. The school shall be located within the city.

7. The school shall certify that it is not an individual or group operating for profit or, if it is an individual or group operating for profit, it is an instrumentality of the Milwaukee public school district and all its employees are employees of the Milwaukee public school district.

8. The school shall conduct background checks on all of its teachers and employees pursuant to s. 330-5.

9. The school shall undergo inspections by the department of neighborhood services and the health department, unless the health department's function under this subsection has been delegated to the department of neighborhood services by a memorandum of understanding. The school shall meet any compliance schedules established pursuant to such inspections.

**330-9. Application Review.** 1. The city clerk shall transmit each new or resubmitted application and all attached materials to the technical reviewer selected pursuant to s. 320-41.

2. Upon receipt of an application, the technical reviewer shall furnish a copy of the application and all attached materials to the city attorney.

3. The technical reviewer shall use the rules and guidelines established by the committee under s. 320-41-6-c-2, to determine whether an application complies with the technical requirements of s. 118.40, Wis.

Stats., as amended, and ch. 330. An application that does not comply with these rules and guidelines is technically deficient. The technical reviewer shall prepare a written report of his or her findings and recommendations.

4. Whenever the technical reviewer finds that an application complies with the technical requirements of s. 118.40, Wis. Stats., as amended, and ch. 330, the technical reviewer shall approve the application and transmit the application, all accompanying materials and the technical reviewer's report to the committee for action pursuant to s. 330-13.

### 330-11. Application Technical Deficiencies.

1. Whenever the technical reviewer finds that an application is technically deficient, the technical reviewer shall return the application and notify the applicant in writing of the specific deficiencies. The notice shall state that the applicant has one opportunity to correct the deficiencies and shall state the date by which the deficiencies shall be corrected and the revised application resubmitted to the city clerk.

2. The time period allowed for resubmittal shall be established by the committee under s. 320-41-6-b-1.

3. The technical reviewer shall deny any resubmitted application that:

a. Has not been resubmitted by the date specified in the notice of deficiency; or

b. Has been timely resubmitted but the resubmitted application is still technically deficient.

4. The technical reviewer shall notify in writing each applicant whose application has been denied under sub. 3. The notice of denial shall state the reason for the denial and that the applicant may appeal the denial as provided in s. 330-19.

**330-13. Public Hearing.** The committee shall consider at a public hearing each application that is approved by the technical reviewer under s. 330-9-4. At the hearing, the committee shall invite the applicant and any other interested or concerned parties to comment on the application. The committee may invite and consider information from such other sources as the committee deems necessary or helpful to make a decision.

330-15. Committee Findings. Based on the information in the application, the findings and recommendations of the technical reviewer, comments received at the public hearing, and any additional information received, the committee shall make a written finding as to whether:

1. The application complies with the requirements of ss. 330-5 and 330-7.

2. The school or proposed school will operate an education program that has a reasonable prospect of providing Milwaukee children a good education.

3. The school or proposed school possesses all of the following:

a. An appropriate governance structure, including a well-defined legal structure, clear definitions of responsibility for all major organizational functions and clear lines of accountability between the people who own the school and the people who operate it.

b. A sound system of management, including a clear and well-conceived strategic plan, clear definitions of responsibility for all management functions, a clear and coherent budget process, compliance with generally accepted practices with respect to money management and investment, and compliance with generally accepted practices with respect to internal accounting and external auditing.

c. A budget for the upcoming school year, and agrees to present budgets for future school years, that comply with generally accepted budgeting practices, including clear delineation of types of expenses and sources of revenue, use of realistic methods of expense and revenue estimation, and acceptable methods for dealing with deficits and contingencies.

d. A qualified body of administrators, teachers and staff, or has an acceptable method of recruiting such persons, and, in addition, has an acceptable method of maintaining a qualified body of administrators, teachers and staff.

330-17. Committee Recommendations.

1. Whenever the committee's written finding under s. 330-15 is positive for all factors, the committee shall make a written recommendation that the application be granted and shall:

a. Transmit the application, all related reports, findings, recommendations and information to the city clerk and request preparation and introduction of a common council motion as provided in s. 330-23.

b. Transmit the application and all related reports, findings, recommendations and

information to the city attorney for contract preparation as provided in s. 330-21.

c. Notify the applicant in writing of the committee's findings and recommendation.

2. Whenever the committee's written finding under s. 330-15 is not positive for all factors, the committee shall deny the application and shall notify the applicant and the city clerk in writing that the application has been denied and the reasons for the denial.

330-19. Appeals. 1. An applicant whose application has been denied under s. 330-11-3 may, no later than 10 days after receipt of the notice of denial, file with the city clerk a written request for an appeal hearing before the committee. The city clerk shall promptly transmit any such request to the committee. The committee shall hear the applicant's appeal within 30 days after receipt of the request for a hearing.

2. The committee shall base its appeal decision only on whether the committee finds that an application that was returned to the applicant for correction of technical deficiencies remained technically deficient when it was resubmitted or was not timely resubmitted.

3. At the conclusion of the hearing, the committee shall make a written finding as to whether the application is technically deficient or resubmitted on a timely basis, or both, and shall direct the technical reviewer to take whatever action is appropriate to effect the finding. The committee shall notify the applicant in writing of the committee's finding.

330-21. City Attorney Action. 1. Whenever the city attorney receives an application transmitted under s. 330-9-2, the city attorney may review the application in anticipation of possible contract preparation under sub. 2.

2. Whenever the city attorney receives an application that the committee recommends for approval by the common council, the city attorney shall negotiate a proposed charter school contract between the applicant and the city in accordance with s. 118.40, Wis Stats., as amended, ch. 330 and any other pertinent policies adopted by the committee or the common council.

3. All charter school contracts shall comply with the following requirements:

a. The contract shall be in the name of the city of Milwaukee.



### 330-23 Charter Schools

b. The contract shall provide that the contract may be terminated and the charter revoked if the common council finds that the school no longer meets the requirements of s. 330-15.

c. The contract shall be for a 5-year term unless a school requests a shorter term or the committee recommends a shorter term.

d. The contract shall contain appropriate indemnification and insurance provisions to protect the interests of the city and its employees, officers and agents.

4. When a proposed contract has been agreed to by the city attorney and the applicant, the city attorney shall submit the proposed contract to the city clerk for attachment to the common council file under s. 330-23.

#### 330-23. City Clerk and Common Council Action.

1. Whenever the city clerk receives a request from the committee for preparation of a motion approving an application for charter school status, the city clerk shall have a motion prepared and introduced. The motion shall:

a. Express the common council's approval of the committee's recommendation to grant charter school status to the applicant.

b. Express the common council's approval of the proposed contract submitted by the city attorney and attached to the common council file.

c. Authorize and direct the appropriate city officials to execute the proposed contract.

2. The common council may, in its sole discretion, approve, amend in whole or in part or disapprove a motion described in sub. 1, subject to the provisions of s. 330-24.

330-24. Maximum number of charter school students. 1. The number of total estimated charter school students for schools granted charter school status shall not exceed the maximum level set in sub. 2.

2. a. The maximum number of total estimated charter school students for the 1998-99 school year is 1,250 students.

b. With respect to the 1999-2000 school year and each school year thereafter, the charter school review committee, if requested by the common council by motion, shall submit a recommendation to the common council as to whether a maximum number of charter school students should be imposed and, if so, what the limit should be.

330-25. Applicant May Reapply. An applicant whose application has been denied may reapply in the next application period.

330-27. Continuing Oversight of Charter Schools; Oversight Fee. 1. The committee shall have responsibility for ongoing review of the financial, educational, staffing and facility status of charter schools pursuant to s. 320-41.

2. Beginning in the 2000-01 school year, each charter school shall pay an oversight fee for each charter student in the school, as provided in this section. The number of charter students in a school shall be the number of students for which the Wisconsin department of public instruction pays the school under s. 118.40(2r)(e), Wis. Stats.

3. The oversight fee for each full-time equivalent charter student shall be established annually by the charter school review committee. This fee shall be an amount sufficient to pay all costs incurred annually by the city for its oversight of the charter school program as calculated by the department of administration apportioned equally to each charter school student in the charter school program. These costs shall include, but are not limited to, the hiring of consultants and the use of city staff, equipment and other materials. This fee shall be paid in the following installments:

a. A payment of 25% of the per student fee shall be made no later than the 21<sup>st</sup> calendar day after the school operator receives the September payment from the Wisconsin department of public instruction under s. 118.40(2r)(e), Wis. Stats.

b. A payment of 25% of the per student fee shall be made no later than the 21<sup>st</sup> calendar day after the school operator receives the December payment from the Wisconsin department of public instruction under s. 118.40(2r)(e), Wis. Stats.

c. A payment of 25% of the per student fee shall be made no later than the 21<sup>st</sup> calendar day after the school operator receives the February payment from the Wisconsin department of public instruction under s. 118.40(2r)(e), Wis. Stats.

d. A payment of 25% of the per student fee shall be made no later than the 21<sup>st</sup> calendar day after the school operator receives the June payment from the Wisconsin department of public instruction under s. 118.40(2r)(e), Wis. Stats.

4. A pro-rated oversight fee shall be paid for each charter student who is less than full-time equivalent.

a. The amount of the pro-rated oversight fee shall be the per-student oversight fee as calculated pursuant to sub. 3-a multiplied by the ratio of the amount paid by the Wisconsin department of public instruction for that student to the amount the Wisconsin department of public instruction pays for a full-time equivalent charter school student.

b. The oversight fee for a student who is less than full-time equivalent shall be paid by the school operator in 4 equal installments at the times specified in sub. 3-a to d.

5. A charter school shall pay its oversight fee to the city treasurer to be held in trust for the exclusive benefit of the charter school program. Expenditures from such trust fund shall be authorized by the charter school review committee.

330-29. Termination of Contract and Revocation of Charter. 1. In the manner provided in this section, the common council may terminate the charter school contract and revoke the charter of a school whenever the common council finds that any of the following occurred:

a. The charter school violated its contract with the city.

b. The pupils enrolled in the charter school failed to make sufficient progress toward attaining the educational goals under s. 118.01, Wis. Stats. as amended.

c. The charter school failed to comply with generally accepted accounting standards of fiscal management.

d. The charter school violated s. 118.40, Wis. Stats., as amended, or this chapter.

2. Whenever the common council by motion requests the committee to investigate a school concerning possible termination of a contract and revocation of a charter, the committee shall make an investigation, hold a hearing and make written findings and recommendations to the common council concerning termination of a contract and revocation of a charter.

3. The committee may investigate a school concerning possible termination of a contract and revocation of a charter on its own initiative or whenever an individual or group other than the common council so requests. If

the investigation discloses possible cause for termination of the contract and revocation of the charter of a school, the committee shall hold a hearing and make written findings and recommendations concerning termination of the contract and revocation of the charter.

4. Whenever the committee recommends termination of a contract and revocation of a charter, the committee shall:

b. Transmit its findings and recommendations, together with all materials considered by the committee, to the city attorney.

5. Whenever the city clerk receives a request under sub. 4 for preparation of a motion terminating a charter school contract and revoking a school's charter, the city clerk shall have a motion prepared and introduced. The motion shall:

a. State the findings of the common council that the contract should be terminated and the charter revoked and the reasons for such findings.

b. State that the common council terminates the contract and revokes the charter.

c. Authorize and direct the appropriate city officials to effect the contract termination and charter revocation.

6. The common council may, in its sole discretion, approve, amend in whole or in part or disapprove a motion described in sub. 5.

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LEGISLATIVE HISTORY  
CHAPTER 330

Abbreviations:  
am = amended  
cr = created

ra = renumbered and amended  
rc = repealed and recreated    rp = repealed

rn = renumbered

| <u>Section</u> | <u>Action</u> | <u>File</u> | <u>Passed</u> | <u>Effective</u> |
|----------------|---------------|-------------|---------------|------------------|
| Ch. 330        | cr            | 971759      | 5/5/98        | 5/14/98          |
| 330-7-9        | rc            | 980963      | 12/18/98      | 1/1/99           |
| 330-27         | rc            | 000172      | 7/25/2000     | 8/11/2000        |
| 330-27-3       | rc            | 020779      | 11/6/2002     | 11/23/2002       |
| 330-27-4-a     | rc            | 020779      | 11/6/2002     | 11/23/2002       |

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**CHARTER SCHOOL CONTRACT  
BETWEEN  
CITY OF MILWAUKEE  
AND  
KHAMIT INSTITUTE, INC.**

**THIS CONTRACT** made this 31<sup>st</sup> day of August 1998, by and between the City of Milwaukee, acting by its Common Council, (hereinafter, "CITY"), 200 East Wells Street, Milwaukee Wisconsin, 53202, and Khamit Institute, Inc. (hereinafter, "Charter School"), 4714 West Fond du Lac Avenue, Milwaukee, Wisconsin, 53216.

**Whereas**, CITY, acting by its Common Council, is authorized by Section 118.40 (2r), Stats., to initiate a contract with an individual or group to operate a school as a Charter School under State of Wisconsin funding provisions set forth in sec. 118.40(2r)(e), Stats.; and

**Whereas**, on May 5, 1998, the Common Council of the City of Milwaukee passed File Number 971759, a substitute ordinance relating to designation of charter schools and establishing a Charter School Review Committee ("CSRC"); and

**Whereas**, File Number 971759, when approved by the Mayor of Milwaukee, resulted in the creation of Section 320-41 and Chapter 330 of the Code of Ordinances; and

**Whereas**, Section 320-41 and Chapter 330 of the Code of Ordinances spell out the powers and duties of the CSRC and set forth the procedures and criteria that the CSRC must use in considering, denying, and approving applications for charter school status; and

**Whereas**, Charter School has applied for charter school status; and

**Whereas**, On June 16, 1998, as required by Chapter 330, the CSRC held a public hearing on the application of Charter School for charter school status; and

**Whereas**, on June 23, 1998, the CSRC, applying the criteria set forth in Chapter 330, determined that the application of Charter School complied with the requirements of Sections 330-5 and 330-7, that Charter School will operate an educational program that has a reasonable prospect of providing Milwaukee children a good education, and that Charter School has an appropriate governance structure, sound system of management, adequate budget and budget process, and a qualified body of administration, teachers, staff; and

**Whereas**, on June 23, 1998, having made these findings, the CSRC recommended to the Common Council that the application of Charter School be approved; and

**Whereas**, the Common Council by motion has approved the recommendation of the CSRC to grant the application of Charter School for charter school status; and

**Whereas**, the parties have successfully negotiated a Charter School contract which, in accordance with sec. 118.40(2r)(b), Stats., contains all of the provisions specified under sec. 118.40(1m)(b)1. to 14., Stats. as well as additional provisions;

**NOW THEREFORE**, the parties agree as follows:

**I. CHARTER SCHOOL HEREBY AGREES TO:**

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

Charter School shall be in the charge of the Academic Director who shall administratively operate the school on a daily basis. Charter School shall immediately notify CITY of the name of the Academic Director as soon as he/she is hired. Charter School shall immediately notify CITY in the event a different person becomes in charge of Charter School or in the event there is a significant change in the duties of the person in charge. The Academic Director's duties are described in the Charter School Application as:

The Academic Director shall coordinate and supervise the activities of academic personnel at Charter School by performing the following duties:

- Organize day to day operations and procedures such as class schedules, flow of information, filing, requisition of supplies, and other supervisory services.
- Supervise and train assigned academic personnel in effective instructional techniques; health and safety practices. Development of curriculum and instructional materials designed to meet individual needs of pupils, considering state and school requirements, physical, emotional and educational levels of development.
- Compile data and analyze past and current year operational requirements to prepare budgets and justify funds requested.
- Select appropriate instructional procedures or methods such as individual training, group instruction, self study, lectures, demonstrations, stimulation exercises, role play, and computer based training.
- Maintain records and prepare statistical reports to evaluate performance of academic personnel and monitor progress of pupils.
- Manage one subordinate supervisor (Administrative Director) who supervises 2-4 employees in Support Services. Is responsible for the overall direction, coordination, and evaluation of this unit.
- Carry out supervisory responsibilities in accordance with Charter School's policies and applicable laws. Responsible for assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems with staff and parents.
- The Board of Directors may assign other duties.

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

Charter School shall substantially adhere to the educational program described in the Charter School Application. Charter School shall ensure that all classrooms are equipped with all materials, equipment and supplies required to deliver the complete program described. CITY reserves the right to consider a substantial change in the educational program of Charter School to be a violation of this Contract subject to termination under paragraph II.C.2. Charter School shall immediately notify CITY in the event there is a significant change in the educational program as described in its Charter School Application as:

## CURRICULUM FOCUS

Charter School is designed to meet the needs of parents and pupils who want a smaller academic environment, exposure to a culturally competent curriculum and entrepreneurial experiences. Charter School's uniqueness is that we add to traditional education, systematic programs that develop the full spectrum of the intelligences of our learning community.

The curriculum focus is multi-cultural, with Khamitic philosophy to define the values and principles. Life skills are taught with the goal that each learner will be able to successfully interact in a global society without being overwhelmed. The civilization of Khamit (early Egypt) serves as a model that empowered mankind to realize the greatness and genius that was glorified in Ancient Khamit.

At Charter School, we believe that by building on this great historical tradition, we can benefit from the splendor of our glorious past, as well as prepare for the 21<sup>st</sup> century.

### **Academic Goals**

#### **I. Global Awareness Goals:**

Pupils will be able to demonstrate and articulate an understanding of themselves and the world around them through humanities, social studies and foreign language. They will develop:

- A. Personal identity
  1. strengths/weaknesses
  2. natural intelligences
  3. rights/responsibilities
  4. family relationships
- B. Group identity
  1. cultural world view
  2. historical background
  3. societal responsibilities
- C. Global identity
  1. civic rights/responsibilities
  2. environmental rights/responsibilities

#### **II. Reading Mastery Goals:**

Pupils will become strategic, independent readers gaining confidence as the reading increases in length and complexity. Pupils will become competent in:

- A. Decoding strategies
- B. Comprehension Skills
- C. Literary Skills
- D. Study Skills



**III. Mathematics/Science Goals:**

Pupils will be able to make informed decisions and engage in problem solving through mastery of science and mathematics concepts. They will:

- A. Become capable problem solvers.
- B. Be able to think and communicate mathematically and scientifically.
- C. Develop a depth of understanding needed for advanced mathematics and science.
- D. Make the natural connection between science and mathematics.

**IV. Reasoning and Writing Goals:**

Pupils will be able to think clearly, express themselves precisely, and communicate exactly by:

- A. Writing narrative stories, reports and essays.
- B. Writing directions, summaries, critiques, letters,...

**V. Physical Education Goals:**

Pupils will demonstrate an understanding of the mind body connection and overall wellness through mastery of martial arts techniques, health and wellness. They will be able to:

- A. Discriminate with respect to dietary options.
- B. Harmonize body functions with daily activity.
- C. Use team-building activities for physical development and social awareness.

Charter School shall guarantee that its educational program provides at least 875 hours of instruction each school year. Charter School shall guarantee that its educational program provides a sequentially progressive curriculum of fundamental instruction in reading, language arts, mathematics, social studies, science and health.

Charter School shall serve a maximum of 80 pupils, all of whom may attend Charter School under this Contract so long as they are otherwise eligible to attend under sec. 118.40(2r)(c), Stats. Charter School shall serve children in grades K4 through grade 8. Charter School agrees not to increase the maximum number of pupils attending Charter School, under sec. 118.40(2r)(c), Stats. or otherwise, without prior written approval of CITY. Charter School shall provide all information regarding pupil attendance requested by the CITY at such times and on such forms as may be provided by the CITY.

It is understood that in the event Charter School does not attain a pupil enrollment of at least 48 pupils by September 8, 1998 that Charter School shall be permitted to delay the commencement of this Contract by one school year. The term of this Contract shall then be for 4 years commencing with the 1999-2000 school year and ending on the last regularly scheduled school day in the 2002-2003 school year.

**C. The methods the school will use to enable pupils to attain the educational goals under sec. 118.01.**

Charter School shall use the methods described in the Charter School Application to enable pupils to attain the educational goals listed in sec. 118.01, Stats. The described methods are:

Charter School uses Direct Instruction as its curriculum and instruction design. Direct Instruction consists of a highly structured curriculum that sets high expectations and provides individualized monitoring to assist pupils in attaining ambitious goals for achievement. The curriculum and school design provide a strong academic foundation for pupils at the elementary level that prepares them for advanced studies in junior high school.

Charter School believes that a school should be designed to permit all pupils to succeed. Thus every child at Charter School is assessed prior to entering a classroom. Instructional groupings in the critical areas of reading, writing, and mathematics are created based on pupils' demonstrated competency in these areas. Pupils who are performing below target receive instruction that ensures that they fill any learning gaps quickly and then accelerate. Likewise, pupils who are gifted or advanced in a subject receive instruction at a level and pace that provides an optimal challenge.

Direct Instruction is a tried and true method that has been developed and refined for over 30 years. Renowned educator Siegfried Engelmann first invented it. In the largest, most carefully designed study of instructional effectiveness ever conducted, the federal Project Follow Through, Direct Instruction outperformed other instructional approaches on all measures, including basic skills, higher order cognitive skills, and pupil self-confidence. Direct Instruction is designed to work with different types of pupils, including gifted pupils, average performers, and those with special needs.

Key elements of Direct Instruction include:

- Explicit, teacher-led learning that develops pupils' ability to think and solve problems independently
- Placement of pupils in instructional groups based on academic skill-level rather than grade, using a common curriculum with no separate tracks.
- Pupils advance to new material after they have mastered prior material in a structured sequence.
- Polished, scripted lessons developed through rigorous testing and refinement.
- Instruction that engages the whole class, including frequent pupil choral responses as well as individual responses.

In **Reading** pupils learn to read quickly and accurately in Levels II and I through a widely acclaimed phonics method that features step-by-step instruction for all decoding skills. The focus shifts to comprehension in

Levels III and IV, with pupils learning how to read for information in physics, geography, astronomy and history. In Levels V and VI, pupils read from a wide range of classic and contemporary literature, including complete novels such as Tom Sawyer and The Wizard of Oz, short stories, poems, factual articles, biographies, and plays. Pupils learn how to analyze characters, settings, plots, and themes. They also learn writing and reference skills necessary for effective studying.

In **Language and Writing**, pupils learn higher-order thinking skills from the earliest levels. Lessons build around vibrant, exciting stories, teaching pupils to listen carefully, recognize logical categories, complete deductions, use clues to answer questions, understand story grammars, identify faulty arguments, and reach logical conclusions. The program systematically teaches pupils to organize their thoughts into words, first through verbal activities such as storytelling, and later on paper. In the middle levels, pupils develop consistent procedures for writing, editing, and revising their work. By the upper levels, pupils can critically look at their own work as a reader would, enhancing clarity and eliminating confusion.

In **Spelling**, pupils learn how to spell strategically, not just to memorize a list of words. In addition to the standard approach of remembering whole words, pupils learn two strategies to spell words that they have never seen before. The phonemic strategy teaches pupils sound-symbol relationships to spell words by sounding them out. The morphemic strategy teaches pupils how to recognize and combine meaningful roots or parts of words, such as "joy" ... "ful" ... "ly."

In **Math** pupils master the basic facts and relationships of mathematics. They learn how these facts and relationships apply to a full range of problem-solving situations. In the early levels, pupils learn counting, addition, subtraction, money, measurement, estimation, multiplication, and basics in geometry. In the later levels, pupils learn to extend these skills to analyze data. They become well-versed in using tables, graphs, and manipulating fractions. They practice correcting their work with calculators, learn the laws of probability and geometric principles, and work with a coordinate system and with functions. At the highest levels, pupils learn about signed numbers, work with exponents, and solve advanced algebraic equations.

A well educated person should have at his or her disposal a broad array of important factual and conceptual knowledge and skills that equip him or her with the tools for success in all types of environments, including business, academia, and everyday living. To provide pupils with a sturdy foundation on which to build future success, the Charter School's curriculum in science, history, foreign language, music, art and physical fitness is based on coherent and ambitious standards for what pupils need to learn from the earliest grades.

This body of knowledge represents a degree of rigor greater than that of any existing state or district curriculum. It also represents a challenge to

the philosophy of most public school curricula, which are based on very limited, watered-down conceptions of the academic knowledge that is "developmentally appropriate" for elementary pupils to attain.

In the **Science** curriculum, pupils learn important concepts, facts, and scientific principles in a broad range of topics in physical science, earth and space science, and life science. Pupils will also develop the beginning technical and analytic skills necessary for conducting scientific investigations and technological design. Across their studies, pupils will explore the use of key unifying concepts in science, including constancy and change, systems, order and organization, and equilibrium.

In Level I, (kindergarten), pupils will learn about seasons and weather, plants and plant growth, animals and their needs, and the human body. In Level II (grades 1 and 2), pupils will learn about the seasons and weather, plant growth and plant identification, animals and their needs, the human body, geologic eras, rocks, and fossils. In Level III (grades 3 through 5), pupils will learn about measurement, temperature, phases of matter, electricity, the solar system and astronomy, Earth and its changes, living things, and the human body. The curriculum will continue to build on this base of knowledge, moving pupils along at an accelerated pace, throughout the schools' development.

The **History and Social Sciences** curriculum focuses on what all Americans have in common, while it broadens pupils' knowledge and understanding of cultures and civilizations different from their own or their immediate surroundings. As they study historical topics in the upper elementary levels, pupils also develop historical reasoning and research skills.

In Level I (kindergarten), pupils learn about famous people and holidays on the seven continents, longitude and latitude, North/South/East/West, equator, the four oceans, and more, in addition to the location of their nation, state, and town on the globe.

In Levels II, III, and IV, pupils learn the fifty states and the physical features of the U.S. As well as facts and stories from the history of the nation, including the following: the first Americans (Native Americans), explorers, and the Revolutionary War, westward expansion, slavery and the Civil War, reconstruction, industrialization, and the 20<sup>th</sup> Century extension of Civil Rights to all Americans.

Level IV addresses world civilizations, including units on the dawn of civilization, Africa, Egypt, Nubia, India, etc.

Level V consists of an intensive U.S. history course, focused on political and economic developments since the early colonies, with an emphasis on people of color and special attention to the founding documents (i.e., the Declaration of Independence, Constitution, and Bill of Rights).

In **Music**, pupils learn to sing, including with movement, to learn rhythms, to play African drums, the recorder and other percussion instruments. They also learn folk and 20<sup>th</sup> century American songs, as well as songs from other lands, including China, Japan, and Latin America. The curriculum includes classical and jazz music as areas of special focus, including Duke Ellington, Ella Fitzgerald, Charlie Parker.

Beginning in Kindergarten, all pupils begin to learn a **Foreign Language**, such as Spanish, French, or Swahili. They learn how to ask and answer everyday questions, to read and write simple sentences about their daily activities, to sing a variety of songs in the language, and to learn about the people, places and cultures of countries that use the language.

Being physically fit is important for everyone, but for young people it is especially important to establish the habits of a healthy life style. Being physically fit means that one's muscles, heart and lungs are strong and one's body is firm and flexible. In **Physical Education**, pupils will build heart and lung endurance, abdominal strength and endurance, lower back and hamstring flexibility, leg strength/endurance/power/stability, and upper body strength and endurance by performing curl-ups, pull ups, shuttle runs, one-mile runs and walks, and various stretching activities. Pupils will also engage in activities designed to perfect their coordination and help them become team players and good sports.

**D. The method by which pupil progress in attaining the educational goals under sec. 118.01 will be measured.**

Charter School will employ a regular assessment that is useful for monitoring and reporting progress, guiding and improving instruction, expressing clearly the quality of pupil work that is expected, and certifying that pupils are meeting standards. Pupil progress will be measured by:

Mastery tests are provided at regular intervals with the Direct Instruction (DI) materials to indicate each pupil's mastery of the materials introduced.

Portfolio assessments will provide personal accounts of growth in non-D.I. areas.

Constructs/Projects provides a demonstration of pupils' intellectual strengths honored through choices of projects and or methods of evaluation.

Journal Writing provides avenues for personal insight and evaluation thus stimulating inner growth and development.

Self Assessment can serve as an extension of journal documentation. Additionally peer input as well as conferring with the teacher provide the pupil with constructive feedback.

Charter School shall administer such examinations as may be required under sec. 118.40(2r)(d)(2), Stats. An annual academic report will be submitted to the CITY by June 30<sup>th</sup>. Charter School shall pay all costs incurred in the administration, scoring and reporting of results of all examinations, including those required under sec. 118.40(2r)(d)(2), Stats.

Charter School agrees to meet and work with CSRC to develop an accountability plan by which pupils' progress in attaining educational goals will be measured for purposes of paragraph II.C.3. of this Contract.

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

• GOVERNANCE STRUCTURE

Charter School is incorporated under Chapter 181 of the Wisconsin Statutes, without stock and not for profit. The IRS has determined that Charter School is exempt from federal income tax as an organization described in section 501(c)(3). Charter School has submitted to CITY the Articles of Incorporation and Bylaws of Charter School. If either the Articles of Incorporation or Bylaws are modified in any way, Charter School shall forward such modifications to CITY immediately upon said modification(s). Charter School describes the function of the Board of Directors (hereinafter, "Board") in its Charter School Application as:

The Board of Directors of Charter School assumes the fiscal and policy responsibilities for Charter School. The Board directly interviews and hires the Academic Director. The Board approves all other hires for Charter School.

• PARENTAL INVOLVEMENT

Parental involvement shall be an integral component of Charter School. Charter School shall hold parent-teacher conferences at least twice during the school year. Charter School may develop policies and procedures to encourage parental involvement and obtain the commitment of a parent or family member to such involvement. Charter School describes its method of ensuring parental involvement in its Charter School Application as:

Parents will sign parent agreements that include commitment to:

- participate on an operational committee
- attend a workshop/training seminar monthly
- support monthly family day activities

All parents are expected and encouraged to participate in the Parent's Board. The Parent's Board has several standing committees, including Curriculum, Fundraising, Building. An elected parent representative chairs each committee. Each committee chair is a full voting member of the Parent's Board. The chair of the Parent's Board is a full voting member of the Board of Directors.

Charter School will measure parental involvement by documenting all parent activities, including but not limited to committee participation, classroom assistance, volunteering in-kind services and parent-teacher conferences.

Level and quality of participation and semester surveys will measure parent satisfaction. A parent coordinator will document parent involvement and issue quarterly report cards. Charter School will submit to CITY, summaries of the results obtained from parent surveys, testimonials, interviews, report cards and attendance records no later than June 30 of each year.

- F. Subject to secs. 118.40(7)(a) and 118.19(1) and 121.02(1)(a)2., Stats. the qualifications that must be met by the individuals to be employed in the school.**

Charter School shall ensure that all instructional staff of Charter School holds a license or permit to teach issued by the Wisconsin Department of Public Instruction (hereinafter, "DPI").

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

Charter School shall comply with all health and safety laws or codes that apply to public schools. Charter School shall ensure that all of its pupils comply with Wisconsin immunization requirements.

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

Charter School shall periodically advertise its nondiscrimination policy. Charter School shall target its marketing efforts in neighborhoods which may be unrepresented in Charter School's pupil population.

- I. The requirements for admission to the school.**

Pupils who are enrolled in the Charter School Program shall reside in the City of Milwaukee and shall be eligible for enrollment in the Program only if the pupil meets one of the criteria set forth in sec. 118.40(2r)(c), Stats.

Pupils shall be randomly selected for admission to Charter School, except that preference may be given to continuing pupils and their siblings and for children of current employees of Charter School.

Charter School shall annually maintain a waiting list that contains the names, addresses and phone numbers of all pupils who met the eligibility criteria set forth in sec. 118.40(2r)(c), Stats. but who were not admitted to Charter School. Pupil vacancies shall be filled from the waiting list.

Waiting lists from previous school years may not be carried over and used from one year to the next.

Charter School shall maintain pupil data base information pertaining to each Charter School pupil, including, but not limited to the pupil's name, address, home phone number, place and date of birth, parent(s) or guardian, immunization records, ethnic background, school of last attendance, number of siblings, and emergency contact.

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

• AUDIT REQUIREMENTS

CSRC or designee and/or City Comptroller or designee shall have full access to all books and records during normal business hours and upon reasonable notice.

Charter School shall submit to CSRC or designee and/or City Comptroller or designee within 75 days after fiscal year end a complete set of audited financial statements including Balance Sheet, Income Statement and Statement of Cash Flows together with full footnote disclosure. The audit statements shall be prepared in accordance with generally accepted accounting principles and shall be prepared using full accrual accounting. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States. Notwithstanding other provisions of this contract, CITY retains the right, with approval of the Common Council, to terminate the Charter Contract should such auditor's opinions be anything other than unqualified.

Additionally, for every school year ending in an odd number, Charter School shall submit to CSRC or designee and/or City Comptroller or designee, an independent auditors' attestation opinion, pursuant to SSAE3, which opinion shall attest to pupil eligibility under the Charter School Program.

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

Single audit reports, prepared in accordance with The Single Audit Act of 1984 if applicable, must be submitted to CSRC or designee and/or City Comptroller or designee within 75 days of fiscal year end.

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

Within 75 days of the end of the third school year under this Contract, or at such other time as requested in writing by CSRC or designee and/or City Comptroller or designee Charter School agrees to retain an independent certified public accountant which accountant shall attest (using standards in SSAE3) to the accuracy, validity and reasonableness of academic achievement and programmatic results reported by Charter School to CSRC or designee and/or City Comptroller or designee during the term of this Contract. This information will be used in assessing any renewal options for a charter



Contract. CITY retains the right, with approval of the Common Council, to terminate this Contract upon receipt and review of the attestation report.

**K. The procedures for disciplining pupils.**

Charter School shall establish its own disciplinary guidelines. Those guidelines in the Charter School Application are described as:

The disciplinary procedure is incremental and is designed to modify the pupil's behavior instead of punishing him/her for not following the procedures. The disciplinary procedures used follow in this order:

1. Verbal warning – When a pupil does not follow procedures he/she is given a verbal warning which includes letting him/her know which procedure was violated.
2. Two-minute time out – Pupils are given a quiet reflective spot in the classroom to contemplate their actions.
3. Time Out with written affirmation – Pupils are given a quiet reflective spot in the classroom to write an affirmation relative to their violation.
4. Time Out with written explanation of the procedure violated – Pupils are given a quiet reflective spot in the classroom to write the procedure violated, the reason for the violation, the consequences of their actions and how their actions could have changed the consequences.
5. Call home – Pupils are referred to the office to call their parents and get some parental encouragement to follow the procedures.
6. Suspension – In rare cases pupils will be suspended for a period of from 3-5 days for not following procedures or for what is deemed severe cause, i.e. fighting, bringing a weapon to school etc.

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

As required by sec. 118.40(6), Stats.: "Program voluntary. No pupil may be required to attend a charter school without his or her approval, if the pupil is an adult, or the approval of his or her parents or legal guardian, if the pupil is a minor." A pupil who is a resident of the City of Milwaukee who, or whose parents or legal guardian, does not choose to attend Charter School, may attend a school operated and managed by the Milwaukee Board of School Directors.

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

• FACILITIES

Charter School, in its Charter School Application, describes its school facilities as follows:

Charter School is a 2-story cinderblock building, located at 4714 West Fond du Lac Avenue, Milwaukee, Wisconsin. It has 4,000 square feet, divided into 4 classrooms, a kitchen, multi-purpose room, office and 2 restrooms on the first floor. Charter School has no building code violations.

With the growth in enrollment, Charter School will expand classroom usage to include the 2<sup>nd</sup> floor, which can house 3 additional classrooms, a lab and 2 bathrooms. Charter School will obtain an additional occupancy permit for the 2<sup>nd</sup> floor.

The multi-purpose room is used for the opening and closing school rituals. It is also used for indoors physical activity and during the Enrichment classes. Charter School intends to purchase the vacant lot next door to develop into a play area.

Charter School represents that this building is adequate to serve a pupil population of 80 and that the building meets all required fire and building safety codes. Charter School shall assume full responsibility for the cost of providing and maintaining this facility.

In the event Charter School anticipates relocating its school, Charter School shall notify CITY in writing at least 30 days prior to the anticipated relocation. Charter School shall ensure that any new facility meets all of the safety codes and standards required under this Contract, including, but not limited to, the occupancy permit referred to in this section, in accordance with applicable timelines.

Charter School shall obtain an occupancy permit for school usage to provide the educational program under this Contract prior to the start of the first day of pupil attendance. Failure to obtain the necessary permit by that date may result in termination of this Contract by the CITY.

Charter School shall comply with all laws and regulations pertaining to asbestos abatement that may apply to Charter School.

- INDEMNIFICATION

Charter School shall defend, indemnify and hold harmless CITY, its agents, board members, officers, and employees (hereinafter, the "indemnitee") from and against any and all claims, demands, actions, causes of action, damages and claims of any kind, including but not limited to those for bodily injuries, personal injuries or damages and reasonable attorney fees, arising out of or in any way related to or associated with this Contract or the operation of the Charter School Program, that is or may be brought or maintained by any individual or entity against the indemnitee, except those caused solely by the negligence of the indemnitee. This indemnification obligation shall not be reduced in any way by the existence or nonexistence, limitation, amount or type of damages, compensation or benefits payable under worker's compensation laws or other insurance provisions. Under no circumstances is CITY's recovery limited due to the fact that CITY is named as an additional insured under any of the Charter School's insurance policies.

- **INSURANCE**

Charter School shall obtain insurance coverage as described below:

**Fidelity Bond**

Bond Coverage in an amount not less than fifty percent (50%) of the total annual program costs for all Charter School employees and all employees of Charter school subcontractors responsible for financial decisions, including the CEO and CFO and Board Members of the Charter School and all of its subcontractors. Coverage for all Charter School employees, including the CEO and CFO and Board Members

|   |                |           |
|---|----------------|-----------|
| - | Limit per Loss | \$500,000 |
|---|----------------|-----------|

**Worker's Compensation**

- Worker's Compensation - Statutory Coverage
- Employer's Liability Limits

|                           |                         |
|---------------------------|-------------------------|
| Bodily Injury by Accident | \$100,000 each accident |
| Bodily Injury by Disease  | \$500,000 policy limit  |
| Bodily Injury by Disease  | \$100,000 each employee |

**Commercial General Liability**

|                        |             |
|------------------------|-------------|
| Each Occurrence Limit  | \$1,000,000 |
| Personal & Advertising |             |
| Injury Limit           | \$1,000,000 |
| General Aggregate      | \$2,000,000 |
| Products-Completed     |             |
| Operations Aggregate   | \$2,000,000 |
| Medical Expense        | \$ 10,000   |

Commercial General liability shall be on an occurrence from covering the risks associated or arising out of the services provided under this Contract. This insurance is not to have any exclusions, sub-limits, or restrictions as respects coverage for sexual abuse and molestation, corporal punishment, athletic events, and use of gymnasium equipment.

**Auto Liability**

Business Auto Liability insurance including, but not limited to. Uninsured Motorists. Underinsured Motorists, and contractual liability for risks assumed in this Contract, covering the use of any vehicle in an amount not less than \$1,000,000 per accident. (Note: Verification of this coverage is needed only if vehicles will be used while providing service under this Contract.)

|                       |                           |
|-----------------------|---------------------------|
| Combined Single Limit | \$1,000,000 each accident |
|-----------------------|---------------------------|

**Umbrella**

|                         |             |
|-------------------------|-------------|
| Each Occurrence Limit   | \$4,000,000 |
| General Aggregate Limit | \$4,000,000 |

The Umbrella shall provide excess employer's liability, general liability and auto liability coverage.

### **School Leaders Errors & Omissions**

Aggregate Limit \$1,000,000

All policies, with the exception of the School Leaders Errors & Omissions policy, shall be written on an occurrence form.

The CITY is to be named as an additional insured under all of the above mentioned insurance coverage with the exception of Worker's Compensation and School Leaders Errors and Omissions. A certificate of insurance evidencing the aforementioned insurance requirements is to be provided to CITY. Certification is to be provided either on the certificate of insurance or by separate letter from the insurance agent or broker that there are no exclusions, sub-limits, or restrictions in coverage as noted in this section. This certification including certificates of insurance is to be provided to the CITY office before services commence under this Contract. Said certificate is to include 60 days advance notice to the CITY prior to any change, termination, or cancellation of the insurance coverage. Insurance companies must be acceptable to the CITY and must have a current A.M. Best rating of A- or better.

The indemnification obligation, however covered by the insurance above, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefit payable under Worker's Compensation laws or other insurance provisions. Under no circumstances is CITY recovery limited to the fact that it is named as an additional insured under the Provider's insurance policies noted above.

#### **N. The effect of the establishment of the Charter School on the liability of the CITY.**

As between Charter School and the CITY, there shall be no liability on the part of the CITY on account of the establishment or operation of Charter School.

No officer, agent, employee or volunteer of Charter School shall be deemed an officer, agent, employee or volunteer of CITY for any purposes whatsoever.

CITY shall not pay any amount whatsoever to Charter School on account of the establishment or operation of Charter School.

Any payments which may be due to Charter School for the operation of the Charter School Program are the responsibility of DPI. DPI is obligated under sec. 118.40(2r)(e), Stats. to make payment directly to the Academic Director of Charter School, in September, December, February, and June of each year Charter School participates in the Charter School Program under sec. 118.40(2r), Stats. If, for whatever reason, DPI fails to make any and/or all of such payments to Charter School, CITY, its officers, agents, and employees shall have no responsibility whatsoever to make such payments to Charter School.

Specifically, DPI shall pay to Charter School during each school year of this contract, an amount equal to the shared cost per member in the previous school year of MPS multiplied by the number of pupils attending Charter School under the Charter School Program, sec. 118.40(2r), Stats.

**O. Fees for Contract Administration.**

Charter School shall pay to CITY any and all reasonable fees that may be assessed from time to time by the CITY to process the application for a Charter School contract or to oversee the Charter School contract. Charter School shall make payment to CITY within 30 days of receipt of the next following payment from DPI to Charter School.

**P. Nonsectarian.**

Charter School shall be nonsectarian in its programs, admissions policies, employment practices and all other operations. Nonsectarian means that Charter School does not include a pervasively religious curriculum and is not sponsored, administered, or funded by any religious group or organization.

**Q. Pupil Tuition and Fees.**

Charter School shall not charge tuition for any pupil attending Charter School under the Charter School Program, sec. 118.40(2r), Stats. Charter School is entitled to charge tuition for pupils who are attending Charter School, but who are not doing so under sec. 118.40(2r), Stats.

Nothing in this Contract shall prevent Charter School from operating a Before and After-School Program, a day-care program, or a summer program nor from charging fees for children participating in those programs.

Charter School may require its pupils to purchase and wear uniforms, but Charter School may not profit from the sale of uniforms to pupils.

Charter School may assess reasonable pupil fees (not to exceed actual cost) for activities such as field trips and social and extra-curricular activities.

Charter School may charge a reasonable rental fee (not to exceed actual cost) for the use of personal use items such as towels, gym clothes, or uniforms.

Charter School may not prohibit an eligible pupil from attending Charter School under this Contract, expel or otherwise discipline the pupil, or withhold or reduce the pupil's grades because the pupil or the pupil's family cannot pay or has not paid fees permissibly charged under this section of the Contract.

Charter School may not charge fees for any of the following:

1. Instruction or registration.
2. Books.
3. Teacher salary.
4. Buildings, maintenance or equipment.
5. Courses credited for graduation.

6. Computers or microfilm readers.
7. Transportation required under s. 121.54(8), Stats.

**R. Non Discrimination.**

Charter School shall not discriminate in admissions or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability.

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

Charter School shall comply with the following state and federal laws and regulations:

1. 42 U.S.C. 2000d et seq., Title VI of the Civil Rights Act of 1964 (prohibiting discrimination on the basis of race, national origin, and color).
2. Title IX of the Education Amendments of 1972, 20 U.S.C. secs. 1681 et seq. (prohibiting discrimination on the basis of sex).
3. The Age Discrimination Act of 1985, 42 U.S.C. secs. 6101 et seq. (prohibiting discrimination on the basis of age).
4. Sec. 504 of the Rehabilitation Act of 1973, 29 U.S.C. sec. 794 (prohibiting discrimination on the basis of handicap) and the Americans with Disabilities Act. 42 U.S.C. sec. 12101, et seq.
5. Family Education Rights and Privacy Act, 20 U.S.C. sec. 1232g and sec. 118.125, Stats., (regarding protection of pupil records).
6. The Drug-Free School and Communities Act of 1986, 20 U.S.C. secs. 3171 et seq.
7. All federal and state constitutional guarantees protecting the rights and liberties of individuals, including freedom of religion, expression, association, against unreasonable search and seizure, equal protection, and due process.

**S. Background Screening.**

Charter School shall perform background screening through the Wisconsin Department of Justice (and similar agencies of other states in the event of present or former out-of-state residence) on all Charter School full and part-time employees and volunteers and shall not assign any employee or volunteer to teach or work with pupils until Charter School investigates and determines that there is nothing in the background of the employee or the volunteer which would render the employee or volunteer unfit to teach or work with pupils of Charter School, including, but not limited to, conviction of a criminal offense or pending charges which substantially relate to the duties and responsibilities assigned to the employee and/or volunteers.

For purposes of this Contract, volunteer means a non-paid person who serves under the supervision of Charter School and who provides services on a regular and ongoing basis or for more than 5 hours a week. It does not apply to those parents and/or other adults who are one-time volunteers for field trips or other one-time only activities in Charter School.

**T. Right to Inspect and Receive Requested Information and Reports.**

Charter School shall grant CITY or its designee the right to inspect Charter School facilities or to review any Charter School records at any time during the term of this Contract.

Charter School shall give such information at such times and on such forms as may be requested by CITY or its designee concerning any of the operations of Charter School.

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

**U. Calendar.**

Charter School shall operate under the calendar for the 1998-99 school year which is attached hereto as **Appendix A** and incorporated herein by reference. Charter School shall provide CITY with a school year calendar for an upcoming school year prior to the conclusion of the preceding school year.

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

**A. Term.**

The term of the contract is five (5) school years commencing with the 1998-1999 school year and ending on the last regularly scheduled school day in the 2002-2003 school year. This Contract is contingent on the approval of the Common Council of the City of Milwaukee. This Contract shall become effective upon approval by the Common Council and execution by all appropriate persons.

**B. Modification**

This Contract represents the entire agreement reached between the parties. This Contract can be modified only upon mutual agreement reached between the parties and reduced to writing.

**C. Termination.**

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

- BY BOTH PARTIES:
  1. Both parties agree in writing to the termination.

- BY CITY:
  2. CITY determines that Charter School violated this contract.
  3. CITY determines that pupils enrolled in Charter School have failed to make sufficient progress toward attaining the educational goals under sec. 118.01, Stats.
  4. CITY determines that Charter School has failed to comply with generally accepted accounting standards of fiscal management.
  5. CITY determines that Charter School has violated sec. 118.40, Stats.
- BY CHARTER SCHOOL:
  6. Charter School does not receive a payment from DPI required to be made under sec. 118.40(2r)(e), Stats.

If this Contract is terminated under the first ground (because both parties agree in writing to the termination) the termination shall become effective on a date agreed to by the parties. If this Contract is terminated under the second through fifth grounds (because of a determination on the part of the CITY) the termination of this Contract shall not become effective until, at a minimum, the end of the semester in which notice of termination is given, unless, in the discretion of CITY termination should become effective sooner. If this Contract is terminated under the sixth ground (because of failure of Charter School to receive state funding) termination shall become effective on the date notice is received by CITY.

In the event of termination of this Contract, written notice by certified or registered mail, return receipt requested, shall be provided which shall list the reason(s) for termination and the effective date of the termination.

### **III. CONTRACT ADMINISTRATION, NOTICE AND PROVIDING OF INFORMATION**

Unless specified otherwise in this Contract, any acts of discretion including, but not limited to any approval required under this Contract or determination to termination of the Contract, to be made on behalf of the CITY, are to be made by the Common Council of the City of Milwaukee.

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

#### **TO CITY:**

Charter School Review Committee  
200 East Wells Street, Rm. 606  
Milwaukee, WI 53202

#### **TO Charter School:**

Ms. Yakini Aida Shabaka  
President, Board of Directors  
Khamit Institute, Inc.



Attn: Mr. David Riemer  
Department of Administration

4714 West Fond du Lac Avenue  
Milwaukee, WI 53216

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

#### **IV. STATUTES**

Whenever under this Contract reference is made to a provision in the Wisconsin Statutes and such provision is subsequently amended by the Wisconsin Legislature, such reference in the Contract shall be deemed to be amended to conform to the new law.

#### **V. SEVERABILITY**

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

#### **VI. CHARTER SCHOOL APPLICATION**

The CITY reserves the right to hold Charter School to any of the representations or assurances made by Charter School in its Charter School Application or other papers submitted in support of its Charter School Application, regardless of whether such representations or assurances are contained in this Contract. Charter School's failure to adhere to the representatives and assurances made in Charter School Application and other supporting papers shall constitute a violation of this Contract. Charter School Application and other supporting papers shall be kept on file in the office of the Department of Administration, 200 East Wells Street, Room 606, Milwaukee, Wisconsin 53202.

#### **VII. APPENDICES**

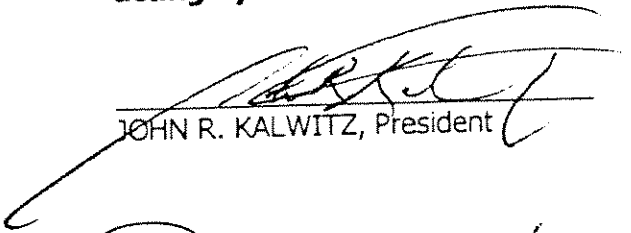
The following documents are hereby made apart of this Contract and Charter School agrees to abide by all the terms and conditions herein.

Appendix A: Charter School Calendar for 1998-1999 School Year

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

**APPROVED:**

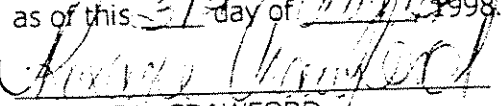
**CITY OF MILWAUKEE,  
acting by its Common Council**

  
JOHN R. KALWITZ, President

  
RONALD D. LEONHARDT  
City Clerk

**COUNTERSIGNED:**

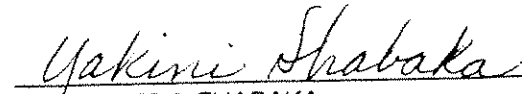
  
W. MARTIN MORICS  
City Comptroller

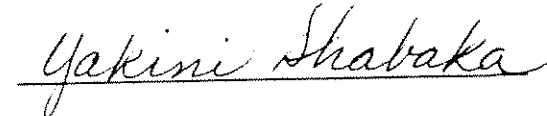
Approved as to form and execution  
as of this 31<sup>st</sup> day of August, 1998.  
  
ROXANE L. CRAWFORD  
Assistant City Attorney

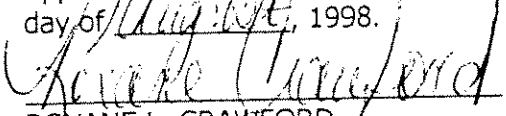
RLC:ksk:07-14-98  
12017

**APPROVED:**

**CHARTER SCHOOL:  
Khamit Institute, Inc.**

  
YAKINI AIDA SHABAKA  
4714 West Fond du Lac Avenue  
Milwaukee, WI 53216

  
President Board of Directors

Approved as to content this 31<sup>st</sup>  
day of August, 1998.  
  
ROXANE L. CRAWFORD  
Assistant City Attorney

**AMENDMENT TO  
CHARTER SCHOOL CONTRACT  
BETWEEN  
THE CITY OF MILWAUKEE  
AND  
KHAMIT INSTITUTE, INC.**

**WHEREAS**, The City of Milwaukee, acting by its Common Council ("City") and Khamit Institute, Inc. ("Charter School") entered into a 5-year Charter School Contract on August 31, 1998; and

**WHEREAS**, The Charter School Contract provides that Charter School shall serve a maximum of 80 pupils and shall not increase the maximum number of pupils served without prior written approval of City; and

**WHEREAS**, The Charter School Contract provides that the facilities of Charter School shall be located at 4714 West Fond du Lac Avenue, Milwaukee WI 53216; and

**WHEREAS**, The Charter School Review Committee ("CSRC") on September 6, 2000 voted to recommend that the Charter School Contract be amended to allow Charter School to enroll 40 additional pupils and to serve said additional pupils at an additional facility to be located at the Kujichagulia Center, 3908 West Capitol Drive, Milwaukee, WI 53216; and

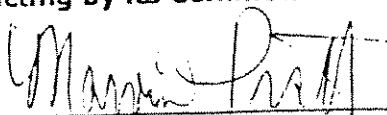
**WHEREAS**, The Common Council on October 10, 2000 approved the recommendation of the CSRC and directed the appropriate city officials to execute an amendment to the Charter School Contract between City and Charter School to incorporate the recommendation of the CSRC; and

**THEREFORE**, The 5-year Charter School Contract between the City and Charter School that was entered into on August 31, 1998 is hereby amended to add a section VIII. to the Contract which states as follows:

VIII. Additional Facility to Serve a Maximum of 40 Additional Pupils.

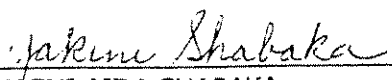
Charter School shall also maintain an additional facility at the Kujichagulia Center, 3908 West Capitol Drive, Milwaukee, WI 53216 which shall serve a maximum of 40 additional pupils in grades K4 through grade 8. All of the terms and conditions set forth in the August 31, 1998 Contract between the City and Charter School shall apply to said additional facility and said additional pupils.

**APPROVED:**  
**CITY OF MILWAUKEE,**  
**acting by its Common Council**

  
\_\_\_\_\_  
MARVIN E. PRATT, President

Date: Nov 8, 2000

**APPROVED:**  
**CHARTER SCHOOL:**  
**Khamit Institute, Inc.**

  
\_\_\_\_\_  
YAKINI AIDA SHABAKA  
4714 West Fond du Lac Avenue  
Milwaukee, WI 53216

Date: 12/5/00

Ronald Leonhardt  
RONALD D. LEONHARDT  
City Clerk

Date: 11/6/00

Yakini Shabaka  
YAKINI AIDA SHABAKA  
President Board of Directors

Date: 12/8/00

**COUNTERSIGNED:**

John Egan  
W. MARTIN MORIS  
DEPUTY City Comptroller

Date: NOV 29 2000

Approved as to form and execution  
as of this 19 day of December 2000.  
Roxane Crawford  
ROXANE L. CRAWFORD  
Assistant City Attorney

Approved as to content this 19th  
day of December 2000.  
Roxane Crawford  
ROXANE L. CRAWFORD  
Assistant City Attorney

RLC/kg  
08-29-00  
32820

**CHARTER SCHOOL CONTRACT  
BETWEEN  
CITY OF MILWAUKEE  
AND  
KHAMIT INSTITUTE, INC.**

0036

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