

**CHARTER SCHOOL CONTRACT
BETWEEN
CITY OF MILWAUKEE
AND
MILWAUKEE SCIENCE EDUCATION CONSORTIUM,
INC. FOR THE
MILWAUKEE ACADEMY OF SCIENCE**

TABLE OF CONTENTS

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 1

B. A description of the educational program of the school 1

C. The methods the school will use to enable pupils to attain the educational goals under Wis. Stat. § 118.01 2

D. Charter School shall use the following local measures and standardized tests to measure pupil progress under Wis. Stat. § 118.01. 2

E. The governance structure of the school, including the method to be followed by the school to ensure parental involvement..... 2

F. Subject to Wis. Stat. §§. 118.40(7)(a), 118.19(1) and 121.02(1)(a)2. the qualifications that must be met by the individuals to be employed in the school 3

G. The procedures that the school will follow to ensure the health and safety of the pupils 3

H. The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of City’s school-age population..... 3

I. The requirements for admission to the school 3

J. The manner in which annual audits of the financial and programmatic operations of the school will be performed 4

K. The procedures for disciplining pupils 7

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..... 7

M. A description of the school facilities and the types and limits of the liability insurance that the school will carry 7

N. The effect of the establishment of the Charter School on the liability of City 12

| | | |
|------|---|----|
| O. | Fees for contract administration | 12 |
| P. | Nonsectarian..... | 13 |
| Q. | Pupil tuition and fees..... | 13 |
| R. | Local education agency responsibilities..... | 13 |
| S. | Nondiscrimination..... | 14 |
| T. | Background screening..... | 15 |
| U. | Right to inspect and receive requested information and reports..... | 15 |
| V. | Calendar..... | 15 |
| II. | TERM AND MODIFICATION OR TERMINATION OF CONTRACT..... | 16 |
| A. | Term..... | 16 |
| B. | Modification | 16 |
| C. | Termination | 16 |
| D. | School Closure | 17 |
| E. | Assignability..... | 17 |
| III. | CONTRACT ADMINISTRATION, NOTICE AND PROVIDING OF INFORMATION | 18 |
| IV. | STATUTES | 18 |
| V. | SEVERABILITY | 19 |
| VI. | CHARTER SCHOOL APPLICATION | 19 |
| VII. | APPENDICES | 19 |

**CHARTER SCHOOL CONTRACT
BETWEEN
CITY OF MILWAUKEE
AND
MILWAUKEE SCIENCE EDUCATION CONSORTIUM, INC.
for the
MILWAUKEE ACADEMY OF SCIENCE**

THIS CONTRACT made by and between the City of Milwaukee, acting by its Common Council, (hereinafter, "City"), 200 East Wells Street, Milwaukee Wisconsin, 53202, and Milwaukee Science Education Consortium, Inc. for the Milwaukee Academy of Science, 2000 West Kilbourn Avenue, Milwaukee, Wisconsin 53233 (hereinafter, "Charter School").

WHEREAS, the City is authorized by Wis. Stat. § 118.40 (2r), to initiate a contract with an individual or group to operate a school as a Charter School; and

WHEREAS, City and Charter School entered into a 5-year contract beginning with the 2008-2009 school year and ending with the 2012-2013 school year; and

WHEREAS, the Charter School Review Committee (hereinafter "CSRC") at its meeting of April 3, 2013 voted unanimously to recommend that the City enter into a contract with Charter School for a 5-year period beginning with the 2013-2014 school year and ending with the 2017-2018 school year; and

WHEREAS, the Steering and Rules Committee of the Common Council of the City of Milwaukee on May 9, 2013 voted to accept the recommendation of the CSRC and refer the matter to the full Common Council; and

WHEREAS, the Common Council on May 21, 2013, voted to accept the recommendation of the CSRC and the Steering and Rules Committee and to authorize the appropriate City officials to enter into this contract with Charter School.

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 charge of the person named in the Programmatic Profile (kept on file in the Office of the City of Milwaukee Department of Administration and incorporated herein by reference as Appendix A). The manner in which administrative services will be provided shall be in accordance with Appendix A.

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

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

C. The methods the school will use to enable pupils to attain the educational goals under Wis. Stat. § 118.01.

Charter School shall use the methods described in Appendix A to enable pupils to attain the educational goals listed in Wis. Stat. § 118.01.

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

Charter School shall meet or exceed such academic performance standards as may, from time to time, be established by CSRC and communicated in writing to Charter School. In addition, Charter School shall use the following standardized tests and local measures to measure pupil progress under Wis. Stat. § 118.01.

- LOCAL MEASURES

Charter School shall use the local measures described in Appendix A and the school's annual learning memo to measure pupil progress under Wis. Stat. § 118.01.

- STANDARDIZED TESTS

Charter School shall administer such standardized tests as may be required under Wis. Stat. § 118.40(2r)(d), the No Child Left Behind Act, 20 U.S.C. § 6301 *et seq.*, or other law.

In those grade levels in which standardized testing is not required under Wis. Stat. § 118.40(2r)(d), the No Child Left Behind Act, 20 U.S.C. § 6301 *et seq.*, or other law, or in which only a standardized reading test is required, Charter School shall administer such standardized tests as may be required by CSRC.

Charter School shall report the results of standardized tests to CSRC, or its designee, in such manner as CSRC may determine.

Charter School shall pay all costs incurred in the administration, scoring and reporting on results of all tests, including those required under Wis. Stat. § 118.40(2r)(d)(2.).

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

- INCORPORATION

Charter School is incorporated under Chapter 181 of the Wisconsin Statutes as a non-profit nonsectarian corporation. Charter School is exempt from federal income tax under 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3). Charter School shall immediately notify City if there is a change in status in this regard. City reserves the right to terminate this Contract due to a change in status.

- GOVERNANCE STRUCTURE

The governance structure of Charter School shall be that set forth in Appendix A. Charter School shall notify City 30 days prior to any anticipated change in the governance structure or governing board members of the school. The City reserves the right to reject any proposed change of the governance structure or governing board members.

- PARENTAL INVOLVEMENT

Charter School shall employ the methods described in Appendix A to ensure parental involvement.

F. Subject to Wis. Stat. §§ 118.40(7)(a), 118.19(1) and 121.02(1)(a)2. the qualifications that must be met by the individuals to be employed in the school.

Charter School shall ensure that instructional staff of Charter School all hold 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 applicable Federal, State and local health and safety requirements. 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 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 underrepresented 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.

If more pupils apply for admission than can be accommodated, Charter School shall admit pupils on the basis of a lottery. However, continuing pupils and their siblings and children of current employees of Charter School may be given preference in admission and do not need to be included in the lottery process.

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.

Charter School shall submit to CSRC a copy of all documentation Charter School submits to DPI concerning pupil counts.

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

Charter School agrees to comply with the same federal and state audit requirements as do other public schools in the state.

• ANNUAL AUDIT REQUIREMENTS

1. CSRC or designee and City Comptroller or designee shall have full access to all books and records during normal business hours and upon reasonable notice. Charter School shall retain all such books and records for a period of at least six (6) years.
2. Charter School shall submit to CSRC or designee and/or City Comptroller or designee on or before the last day of the 4th month after fiscal year end the following:
 - a) A complete set of audited financial statements prepared in accordance with Generally Accepted Accounting Principles, including a Statement of Financial Position and the related Statements of Activities, Cashflows and Functional Expenses for the fiscal year then ended, together with full footnote disclosure. The audit shall be conducted by an independent auditor licensed to practice in Wisconsin in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States.
 - b) The auditor will also issue a Report on its consideration of internal controls over financial reporting and compliance with all City of Milwaukee Charter School financial reporting requirements.
 - c) The auditor shall also assess the completeness and reasonableness of the Charter School long range business plan and budget including projected enrollments, costs and related assumptions.
 - d) The auditor shall also attest to the validity of Charter School enrollment and pupil eligibility as represented in Charter School records and reports, applying appropriate State of Wisconsin requirements and AICPA (American Institute of CPAs) attestation standards.

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 opinion be anything other than unqualified.

3. In all contract auditor representations regarding Charter School's financial reporting, such auditors will certify that they have complied with the relevant AICPA standards for attestation engagements as contained in SSAE (Statement on Standards for Attestation Engagements) pronouncements.
4. All management letters and all other reports of an independent auditor transmitting reportable conditions or advice to management or reviewer related to Charter School must be submitted to CSRC or designee and City Comptroller or designee within 15 days of receipt.
5. Single audit reports, prepared in accordance with The Single Audit Act of 1996 if applicable, must be submitted to CSRC or designee and/or City Comptroller or designee on or before the last day of the 4th month after fiscal year end.

- FISCAL AND OPERATIONAL MONITORING REQUIREMENTS

6. Each year, Charter School shall provide the following:
 - a) Not less than 30 days prior to the first day of school, or August 1st, whichever is sooner, a letter signed by an appropriate bank official committing to a line of credit of not less than \$50,000.00. Alternately, other evidence of adequate liquidity may be provided.
 - b) Not less than 30 days prior to the first day of school, or August 1, 2013, whichever is sooner, Liability Insurance contract or certification of adequate insurability for the fiscal year.
 - c) Charter School agrees to assist CSRC designees in assessing Charter School educational performance and financial status, respectively. These assessments are expected to annually cover the reasonableness of academic achievement and programmatic results reported by Charter School as well as various aspects of financial performance. Charter School assistance could take the form of interviews, provision of data, access to all appropriate records and other assistance consistent with the purpose of the above assessments. Such reports as prepared by CSRC designees are to be completed within 75 days of the end of the school year. Such other performance reports as necessary will additionally be required during the school year. CSRC designees will plan work with Charter School staff so as to minimize any interruption with the educational activities of Charter School. Such reports will be used in determining the exercise of renewal options for Charter Contract. City retains the right to terminate this Contract upon receipt and review of such performance reports. Charter School shall also participate in a fraud questionnaire to be conducted by M.L. Tharps.
 - d) On August 1st and November 1st, the Annual Cash Budget, revised or confirmed as unchanged.

7. Beginning with the completion of the first month of the school year and monthly thereafter, Charter School shall prepare and submit to CSRC and City Comptroller the following:
 - **End of Month Cash Balance Report:** Provides monthly cash budget for each month of the fiscal year and compares budget to actual receipts, disbursements and cash balance for each month in the fiscal year to the current month. Also includes “comments.” Signed and dated by financial officer and Executive Director and received by the 20th calendar day following the end of the prior month.
 - **Quarterly Report of Income and Expense with Comparison to Budget.** Presented in same line item format as original budget. Signed and dated by the financial officer and Executive Director and received by the 20th calendar day following the end of the previous three month period.
8. **Material Event Notice. Written Notice is required of each Charter School within 10 calendar days of:**
 - Any major event having a clear and material impact on the Charter School’s current or future fiscal status.
 - Any legal action taken against the Charter School, or against its major officers (Board members, Principal, CEO, CFO, etc.) or directors in their capacities, respectively as officers and directors of the Charter School.
 - Any changes in executive staff including Principal, CEO or CFO.
 - Any Board member removals or resignations.
 - Any instance of a delay or deferral of staff payroll extending beyond one calendar week.
 - Delinquent accounts payable exceeding 10% of the Charter School’s annual budget.

Failure to comply with this Material Event Notice requirement may result in revocation of the school’s charter status.

9. **Intervention Monitoring of Financial Status.** At the discretion of the CSRC and based upon the level of compliance with the above requirements and the recommendations of the Committee’s financial management consultant, additional requirements may be imposed upon a charter school. These may include the following:

- Immediate **School-wide Management & Internal Controls Review** to assure that books are auditable, controls are sufficient to conduct on-going business, and that no “going concern” issues exist. The CSRC may revoke a Charter if books are unauditable, no cash – line of credit, lack of required financial reports, etc. Immediate probation may also result.
- As a result of above review, a **Scheduled Actions to Correct Financial Deficiencies Report** may be required of the Charter School, with corrective actions to be taken and a timetable. CSRC will consider whether to accept and act on report.
- **Monthly financial statement** – shorter time interval, if required by CSRC. This includes balance sheet, income statement and receipts and disbursements.
- All on-going monitoring requirements must continue to be fulfilled.

Negative Assurance Certification. Within 30 days following completion of each fiscal year, the Charter School shall certify to the CSRC that no material event not previously disclosed (as required under #9 above) has occurred during the just completed fiscal year. This communication is to be signed by the Charter School Executive Director and Chair of the Board of Directors of the Charter School.

K. The procedures for disciplining pupils.

Charter School shall adhere to the procedures for disciplining pupils set forth in Appendix A.

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

Charter School shall locate an appropriate school facility. Prior to committing itself to the facility, Charter School shall notify CSRC and CSRC shall view the facility to ascertain its appropriateness to operate the Charter School contracted for under this Contract.

Charter School shall ensure that the facility in which its program is conducted is adequate to serve the pupil population set forth in Appendix A and that the facility meets all local, state and federal laws, codes, rules and regulations pertaining to health and safety that apply to public schools in

Wisconsin cities of the first class. 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 CSRC 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. CSRC shall view any new facility to ascertain its appropriateness to operate the Charter School contracted for under this Contract.

Charter School shall obtain, at least 30 days prior to the start of the first day of pupil attendance, an occupancy permit for school usage to provide the educational program under this Contract.

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

- INDEMNIFICATION

Charter School shall be required to defend, indemnify and hold harmless City, its agents, officers, and employees (the "indemnitee") from and against any and all actual or alleged claims, demands, actions, causes of action, damages and claims of any kind, including, but not limited to, for bodily injuries, personal injuries, contingent liabilities or damages and reasonable attorney fees, arising out of or in any way related to or associated with, or arising from the services rendered under this Contract or the operation of the Charter School Program, that are or may be brought or maintained by any individual or entity against the indemnitee. This indemnification obligation shall include any actual or alleged claims or causes of action of any kind against the indemnitee due to its decision to award a contract to Charter School.

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 the indemnitee's recovery limited due to the fact that City is named as an additional insured under any of Charter School's insurance policies. Charter School agrees to accept tender of the defense of any claim or action against City falling within the scope of this indemnity.

- INSURANCE

Charter School understands and agrees that financial responsibility for claims or damages to any person, or to Charter School employees and agents, shall rest with the Charter School. Charter School shall effect and maintain insurance coverage, including, but not limited to, Worker's Compensation, Employer's Liability, Commercial General Liability, Contractual Liability, Automobile Liability, Errors and Omissions Coverage, Directors and Officers Liability, Employment Practices Liability, and Umbrella Liability to support such financial obligations.

A certificate of insurance acceptable to City evidencing the aforementioned insurance requirements is to be provided to CSRC.

All certificates are to be provided to CSRC within 30 days of final execution of this Contract. If Charter School does not comply with this provision of the Contract, City has the authority to declare this Contract terminated in accordance with the provisions of paragraph II. C. 2.

The minimum insurance requirements that City necessitates from Charter School shall be:

General Requirements

- All policies shall state that the City shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Charter School insurers providing the coverage required by City for the duration of this Contract.
- Insurance companies must be acceptable to City and must have a current A.M. Best rating of A- VIII or better.
- All policies, with the exception of the School Leaders' Errors and Omissions, the Directors and Officers Liability and the Employment Practices Liability policies, shall be written on an occurrence form.
- The Charter School shall, at least once every three years, have a written risk management and insurance evaluation by a risk or insurance consultant.

Worker's Compensation and Employer's Liability

| | |
|---------------------------|-------------------------|
| Worker's Compensation | Statutory Coverage |
| Bodily Injury by Accident | \$100,000 each accident |
| Bodily Injury by Disease | \$500,000 policy limit |
| Bodily Injury by Disease | \$100,000 each employee |

- Employer's Liability at limits noted above or higher limits if needed to meet Umbrella underlying insurance requirements.
- Coverage shall be modified to include a Waiver of subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

Commercial General Liability (1)

| | |
|---|-----------------------------|
| Commercial General Liability | \$1,000,000 each occurrence |
| General Aggregate | \$2,000,000 aggregate |
| Personal & Advertising Injury Limit | \$1,000,000 each occurrence |
| Products - Completed Operations Aggregate | \$2,000,000 aggregate |
| Medical Expense | \$ 5,000 each person |

- Coverage must be on an occurrence basis – claims-made will not be accepted.
- Coverage must be equivalent to ISO form CG0001 or better.
- The City of Milwaukee shall be added as an additional insured using ISO form CG2026 or its equivalent.

- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
- Coverage will apply on a primary and non-contributory basis. We suggest the following wording:

“If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance.”

- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.
- Coverage shall not have any exclusions, sub-limits, or restrictions as respects coverage for sexual abuse and molestation, corporal punishment, athletic events, and use of athletic equipment.

Auto Liability (1)

| | |
|----------------------------------|---------------------------|
| Combined Single Limit | \$1,000,000 each accident |
| Uninsured/Underinsured Motorists | \$1,000,000 each accident |
| Medical Expense | \$ 5,000 each person |

- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
- If the Charter School owns or leases any vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or leased vehicles then coverage must be for Hired and Non-Owned Autos (Symbols 8 and 9).
- Coverage shall include contractual liability for risks assumed in this contract.
- If the Charter School contracts for student transportation, a copy of the transportation company’s insurance certificate must be included.

Umbrella (Excess) Liability (1)

| | |
|-----------------------------|----------------------------|
| Umbrella (excess) Liability | \$5,000,000 per occurrence |
| | \$5,000,000 aggregate |

- The Umbrella Liability insurance shall provide coverage excess of the Employer’s Liability, Commercial General Liability, Auto Liability and School Leaders’ Errors and Omissions Coverage.

Crime Insurance

| | |
|-----------------|------------------|
| Crime Insurance | Limit: See below |
|-----------------|------------------|

- Crime Insurance, in the form of a Commercial Crime Policy, providing coverage for Employee Dishonesty, On Premises, In Transit (Theft Disappearance and Destruction Coverage Form and Robbery and Safe Burglary Coverage Form), Forgery/Alteration, Computer and Funds Transfer Fraud
- Limit shall be carried for fifty percent (50%) of the total annual program costs of Charter School.
- Such insurance may be written with a deductible; however, such deductible shall not exceed \$5,000.
- This policy is to cover all employees, officers, volunteers, and board members of Charter School and all of Charter School's contractors or subcontractors handling money, securities or other property of Charter School.

School Leaders' Errors and Omissions (1)

| | |
|--------|---|
| Limits | \$1,000,000 each claim or occurrence \$2,000,000 aggregate |
|--------|---|

- The policy shall not contain a punitive damages exclusion.
- If written on a claims-made basis, the retroactive date shall be the date the Charter School first began.
- If written on a claims-made basis, the policy shall contain an extended reporting endorsement of at least two years which will be exercised in the event of cancellation or non-renewal of the policy unless the replacement policy contains the original retroactive date.
- Such insurance may be written with a deductible; however, such deductible shall not exceed \$5,000.

Directors and Officers Liability (2)

| | |
|--------|---|
| Limits | \$2,000,000 each claim or occurrence \$2,000,000 aggregate |
|--------|---|

- The policy shall not contain a punitive damages exclusion.
- The pending and prior date shall be the date the Charter School first began.
- The policy shall contain an extended reporting endorsement of at least two years which will be exercised in the event of cancellation or non-renewal of the policy unless the replacement policy contains the original pending and prior date.
- Such insurance may be written with a deductible; however, such deductible shall not exceed \$5,000.

Employment Practices Liability (2)

Limits \$2,000,000 each claim or occurrence
\$2,000,000 aggregate

- The policy shall not contain a punitive damages exclusion.
- The pending and prior date shall be the date the Charter School first began.
- The policy shall contain an extended reporting endorsement of at least two years which will be exercised in the event of cancellation or non-renewal of the policy unless the replacement policy contains the original pending and prior date.
- Such insurance may be written with a deductible; however, such deductible shall not exceed \$5,000.

(1) Or any combination of limits totaling \$6,000,000.

(2) These coverages may be written in one package policy.

N. The effect of the establishment of the Charter School on the liability of City.

Nothing contained herein shall be deemed to render Charter School and City as joint ventures or partners of each other, and neither shall have the power to bind or obligate the other, except in accordance with the terms of this Contract

As between Charter School and City, there shall be no liability on the part of 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 Charter School Program are the responsibility of DPI. DPI is obligated under Wis. Stat. § 118.40(2r)(e) to make payment directly to the operator of Charter School in September, December, February, and June of each year Charter School participates in the Charter School Program under Wis. Stat. § 118.40(2r). 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.

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 CSRC to process the application for a charter school contract or to oversee the Charter School Contract. Charter School shall make payment to City in accordance with the invoice from CSRC 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 and shall not be affiliated with a sectarian school or religious institution.

Q. Pupil tuition and fees.

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

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. Initial issuance of books.
3. Teacher salary.
4. Buildings, maintenance or equipment.
5. Courses credited for graduation.
6. Computers or microfilm readers.

R. Local education agency responsibilities.

Charter School is the Local Education Agency (LEA) for purposes of all state and federal laws, codes, rules and regulations pertaining to LEA duties, rights and responsibilities.

S. Nondiscrimination and Other Requirements.

Charter 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.

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, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. 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 as those laws apply to traditional public schools and/or charter schools:

1. 42 U.S.C. §2000d *et seq.*, Title VI of the Civil Rights Act of 1964 (prohibiting discrimination on the basis of race, national origin, and color); and
2. 20 U.S.C. §1681 *et seq.*, Title IX of the Education Amendments of 1972 (prohibiting discrimination on the basis of sex) ; and
3. 42 U.S.C. §6101 *et seq.*, The Age Discrimination Act of 1975 (prohibiting discrimination on the basis of age) ; and
4. 29 U.S.C. §794 *et seq.*, Sec. 504 of the Rehabilitation Act of 1973 (prohibiting discrimination on the basis of handicap) and 42 U.S.C. §12101, *et seq.* the Americans with Disabilities Act; and
5. 20 U.S.C. §1232g, Family Education Rights and Privacy Act (FERPA), (regarding protection of pupil records), and Wis. Stat. §118.125; and
6. 20 U.S.C. §3171 *et seq.*, The Drug-Free School and Communities Act of 1986; and
7. 20 U.S.C. §1400 *et seq.*, Individuals With Disabilities Education Act (IDEA); and
8. 29 U.S.C. §626 *et seq.*, Age Discrimination in Employment Act, Older Worker Benefits Protection Act of 1990; and
9. 29 U.S.C. §201 *et seq.*, Fair Labor Standards Act; and
10. 29 U.S.C. §2601 *et seq.*, Family and Medical Leave Act; and
11. 15 U.S.C. §2641 *et seq.*, Asbestos Hazard Emergency Response Act (AHERA) ; and
12. 20 U.S.C. §6301 *et seq.*, No Child Left Behind Act (NCLB); and
13. 42 U.S.C. §11431 *et seq.*, McKinney-Vento Homeless Assistance Improvements Act of 2001; and
14. All federal and state constitutional guarantees protecting the rights and liberties of individuals, including freedom of religion, expression, association, against unreasonable search and seizure, equal protection, and due process.

T. 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 volunteer.

For purposes of this Contract, volunteer means a non-paid person who serves under the supervision of Charter School and who provides services on a regular and ongoing basis or for more than 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.

Charter School shall obtain the social security number of all individuals who are volunteers having contact with Charter School pupils or individuals who are employed by Charter School on either a full or part-time basis. Such social security numbers shall be retained by Charter School and shall be provided to City upon request.

U. Right to inspect and receive requested information and reports.

Charter School shall grant City or its designee and/or CSRC or 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 and/or CSRC or 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.

Charter School and City understand that City is bound by the Wisconsin Public Records Law. Charter School acknowledges that it is obligated to assist City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that Charter School must defend and hold City harmless from liability under that law.

V. Calendar.

Charter School shall annually provide CSRC with a school year calendar prior to the conclusion of the preceding school year.

II. TERM AND MODIFICATION OR TERMINATION OF CONTRACT

A. Term.

The term of this Contract is five (5) school years commencing with the 2013-2014 school year and ending on the last regularly scheduled school day in the 2017-2018 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 upon mutual agreement reached between the parties and reduced to writing. If, during the term of this Contract, either party wishes to modify any of the terms of this Contract, that party shall put the proposed modification in writing and submit it to the other party for consideration. If CSRC determines that the proposed modification is not a major modification, CSRC is authorized to act on behalf of the City. If CSRC determines that the proposed modification is a major modification, approval shall be obtained from the Common Council of the City of Milwaukee prior to the implementation of the modification.

Both parties agree to negotiate in good faith regarding proposed modifications to the contract, and neither party shall withhold its approval unreasonably. Because Charter School's educational program is a major component of this Contract, if Charter School wishes to make a significant change to its educational program, it shall seek approval as described herein. In the event Charter School and the City are unable to come to an agreement with respect to the modification of contract provisions, the City has the authority to declare this Contract terminated in accordance with the provisions of paragraph II.C.6. The City shall not exercise this authority unreasonably.

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, proposals or provisions in Appendix A, summaries or directives in the annual report submitted by the CSRC to the Common Council, or Chapter 330 of the Milwaukee Code of Ordinances, or no longer meets the requirements of sec. 330-15 of the Milwaukee Code of Ordinances.

3. City determines that pupils enrolled in Charter School have failed to make sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01 or the academic performance criteria established by City.
4. City determines that Charter School has failed to comply with generally accepted accounting standards of fiscal management, failed to maintain a pupil enrollment sufficient to support the school, or in any other way failed to operate a financially viable Charter School.
5. City determines that Charter School has violated Wis. Stat. § 118.40.
6. City determines that Charter School does not agree to modifications and/or amendments required to this Contract by the City.

In the event of a breach by Charter School under paragraphs (2)-(4), the City may, in its sole discretion, allow Charter School a reasonable amount of time to cure the breach prior to termination of the Contract.

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

CSRC may recommend to City that this Contract be terminated under the third ground (because pupils have failed to make sufficient progress) if Charter School fails to meet such written academic performance criteria as may be established by CSRC.

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

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.

D. School Closure.

In the event this Contract is terminated or not renewed for any reason, Charter School shall follow the Closure Plan set forth in Appendix B and incorporated herein by reference.

E. Assignability.

Charter School shall not assign any interest in this Contract and shall not transfer any interest in same, without the prior written consent of the CSRC. Provided, however, that claims for money

due or to become due the Charter School from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the CSRC.

III. CONTRACT ADMINISTRATION, NOTICE AND PROVIDING OF INFORMATION

Unless specified otherwise in this Contract, any act of discretion, including, but not limited to, any approval required under this Contract or determination to terminate this Contract, to be made by and on behalf of City, shall be made by the Common Council of the City of Milwaukee.

Unless specified otherwise in this Contract, whenever 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 is or reports are provided, to the following persons, or their successors:

TO CITY or CSRC:

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

TO CHARTER SCHOOL:

Milwaukee Academy of Science
Judy Merryfield, Executive Director
2000 West Kilbourn Avenue
Milwaukee, WI 53233

Michael T. Jones, Esq.
Michael Best & Friedrich
250 East Wisconsin Avenue
Suite 3300
Milwaukee, WI 53202

Any time notice is given under this section, it shall be given in a timely manner and during regular business hours. 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 or if that person's address changes.

IV. STATUTES

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

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

It is recognized that Appendix A was submitted to City as a summary of the charter school's program and that City is not bound by any of the proposals or provisions set forth by Charter School in Appendix A. Charter School does not have the right to enforce any of the proposals or provisions that it made in Appendix A.

City does have the right to hold Charter School to any of the proposals or provisions made by Charter School in Appendix A or other papers submitted in support of Appendix A, regardless of whether such proposals or provisions are specifically enumerated in this Contract. Charter School's failure to adhere to the proposals or provisions made in Appendix A and other supporting papers shall, at the sole discretion of City, constitute a violation of this Contract. Appendix A 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

- Appendix A: Charter School Programmatic Profile
- Appendix B: Closure Plan

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

WILLIE L. HINES, Jr., President of the
Common Council of the City
of Milwaukee

Date: _____

JAMES R. OWCZARSKI
City Clerk

Date: _____

COUNTERSIGNED:

MARTIN MATSON
City Comptroller

Date: _____

Approved as to form and execution
as of this ____ day of _____, 2013.

ELOISA DE LEÓN
Assistant City Attorney

1123-2013-1240:191493v4

APPROVED:

CHARTER SCHOOL:
MILWAUKEE ACADEMY OF SCIENCE


JUDY MERRYFIELD, Executive Director

Date: 8/14/2013

MIKE JONES, Board President of
Milwaukee Science Education Consortium

Date: _____

Approved as to content this ____
day of _____, 2013.

ELOISA DE LEÓN
Assistant City Attorney

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

APPROVED:

CHARTER SCHOOL:
MILWAUKEE ACADEMY OF SCIENCE

WILLIE L. HINES, Jr., President of the
Common Council of the City
of Milwaukee

Date: _____

JAMES R. OWCZARSKI
City Clerk

Date: _____

COUNTERSIGNED:

MARTIN MATSON
City Comptroller

Date: _____

Approved as to form and execution
as of this ____ day of _____, 2013.

ELOISA DE LEÓN
Assistant City Attorney

1123-2013-1240:191493v4

JUDY MERRYFIELD, Executive Director

Date: _____

MIKE JONES, Board President of
Milwaukee Science Education Consortium

Date: 8-14-13

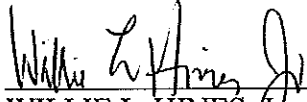
Approved as to content this ____
day of _____, 2013.

ELOISA DE LEÓN
Assistant City Attorney

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



WILLIE L. HINES, Jr., President of the
Common Council of the City
of Milwaukee

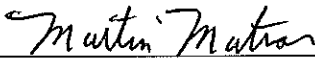
Date: 8/14/13



For JAMES R. OWCZARSKI
City Clerk

Date: 8/15/13

COUNTERSIGNED:



MARTIN MATSON
City Comptroller

Date: 8-15-13

Approved as to form and execution
as of this 19th day of August, 2013.



ELOISA DE LEÓN
Assistant City Attorney

1123-2013-1240:191493v4

APPROVED:

CHARTER SCHOOL:
MILWAUKEE ACADEMY OF SCIENCE

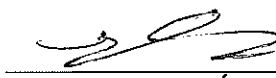
JUDY MERRYFIELD, Executive Director

Date: _____

MIKE JONES, Board President of
Milwaukee Science Education Consortium

Date: _____

Approved as to content this 19th
day of August, 2013.



ELOISA DE LEÓN
Assistant City Attorney

MILWAUKEE ACADEMY OF SCIENCE PROGRAMMATIC PROFILE

Milwaukee Academy of Science
2000 West Kilbourn Avenue
Milwaukee, WI 53233

Telephone: (414) 933-0302
Website: <http://www.milwaukeeacademyofscience.org>

President and Chief Executive Officer: Judy Merryfield
Associate Principal, Sixth Through Twelfth Grades: Jody Dungey¹
Associate Principal, Kindergarten Through Fifth Grade: Jacqueline DeJean

A. Description and Philosophy of Educational Methodology

1. Mission and Philosophy

According to the MAS website, "the mission of the Milwaukee Academy of Science, an exemplary leader in innovative science education that maximizes the potential of each young mind, is to graduate urban students prepared to compete successfully in science at the post-secondary level, by providing a rigorous 21st century curriculum taught by master educators in collaboration with students, families, staff, and the community."

MAS opened in August 2000, and was chartered by the University of Wisconsin–Milwaukee (UWM). The school began a five-year charter agreement with the City of Milwaukee in July 2008. It currently serves students from K4 through twelfth grade with a challenging curriculum that emphasizes science. It enhances its curriculum with community partnerships to offer its students unique science opportunities.

MAS complements its mission by operating under the following guiding principles:

- All human beings have equal, intrinsic worth;

¹ MAS hired a new leader for the junior academy/high school at the beginning of this school year. However, this individual did not remain for the entire school year and was replaced by Mr. Dungey during the second semester of the school year.

- Every individual is unique and has an unlimited capacity for learning;
- In a changing world, a passion for lifelong learning is crucial for reaching one's full potential;
- Personal success is achieved through high expectations, hard work, and perseverance;
- As individuals mature, they become increasingly more responsible for their choices and behavior;
- Everyone benefits when people willingly contribute to the well-being of their community;
- A quality education requires the collaborative effort of devoted and enthusiastic students, family, staff, and community;
- Integrity is essential for building and sustaining a strong, supportive community;
- Diversity of experience and culture strengthens understanding and enriches life; and
- The understanding and application of science prepares individuals for the complexities of the 21st century.

2. Instructional Design

MAS emphasizes the integration of science into the general curriculum. It also provides its students with unique science opportunities at all levels. The school's overall objectives, as stated in the school's 2008–13 strategic plan, are threefold.

- All students who are enrolled at MAS for three or more years will meet or exceed grade-level standards in reading, writing, and mathematics.
- By 2013, all MAS graduates will demonstrate 21st century skills necessary to make a successful transition to post-secondary education in science.
- Each student will design and complete challenging, meaningful science projects or experiences tailored to his/her interests, abilities, and aspirations.

As part of the school's efforts to achieve these objectives, the teachers at MAS are trained in differentiated instruction as well as the curricular areas in which they teach. Teachers use a variety of

instructional groupings including one-on-one instruction, small-group instruction, cooperative learning, whole-group instruction, and independent study. For this school year, MAS added an instruction assistant to assist teachers in each of the grades from first to eighth. These assistants worked under the supervision of the classroom teachers to provide supplemental instructional support to small groups in reading and math. Teachers may also team teach, which commonly occurs in inclusion classrooms with the regular education teacher and the special education teacher. The school's professionals use direct and indirect instruction methodologies, project-based learning, computer-based learning, interactive learning techniques, and experiential learning opportunities. The needs of the students and the objectives of the lessons determine the most appropriate instructional techniques.²

The school's curriculum is challenging and designed to meet the needs of individual learners. Open Court reading, a research-based program with proven ability to accelerate reading skills with urban students, is used as the core reading program for the primary/elementary academy. The junior academy and high school students use Holt, Rinehart, and Winston's Elements of Literature series as a foundation text. Teachers supplement this curriculum through the use of novels and techniques such as literature circles. The primary/elementary and junior academy used the Measures of Academic Progress (MAP) to assess students' progress in reading. Both programs used the Scholastic Reading Inventory (SRI) to assess and monitor students' acquisition of higher-level reading skills.

For math, MAS uses the Real Math curriculum for the primary/elementary academy students. Prentice Hall is used for the junior academy students, with the focus for eighth graders on algebraic concepts. The high school math program allows students to progress through courses in algebra I, geometry, and algebra II/trigonometry. More advanced courses are provided based on students' needs.

² This information was taken from the school's city charter application.

Students start their science learning at the youngest ages by focusing on themes aligned with their reading series. This year, a new science curriculum, the McGraw-Hill series, was adopted for K4 through fifth grade. The junior academy students use Science Plus, which is an active, hands-on curriculum. It is based on the Constructivist Learning Model, which encourages students to build their own understanding of science. The older students' math and science curriculum has been strengthened by focusing on the concepts emphasized in the common core curriculum as well as the competencies embedded in the EXPLORE, PLAN, and ACT. Project Lead the Way (PLTW) continues to be an option for MAS students. PLTW consists of four 10-week stand-alone modules that cover topics such as design and modeling, "the magic of electrons," the science of technology, and automation and robotics.

Finally, MAS recognizes the importance of "specials" in a student's academic program, so each student receives instruction in art and physical education on a regular basis. A decision was made to drop instruction in music and replace it with a technology laboratory option for the 2011–12 school year.

B. School Structure

1. Board of Directors

MAS is governed by the Milwaukee Science Education Consortium, a 501c(3) organization. MAS is an unincorporated association under the control of the consortium. The consortium is governed by a board of directors. It has ultimate responsibility for the success of the school and is accountable directly to the City of Milwaukee and the Wisconsin Department of Public Instruction (DPI) to ensure that all of the terms of its charter are met. The board sets policy for the school and hires

the school president, who, in turn, hires the staff of the school. The board has regular meetings where issues are discussed, policy is set, and business of the school is conducted.³

This year the board of directors consists of 18 members: a president, vice president, secretary/treasurer, and 15 other directors. Board members represent each of the institutions of higher education that contributed to the creation of the consortium (Medical College of Wisconsin, Cardinal Stritch University, Marquette University, Alverno College, Wisconsin Lutheran College, Mount Mary College, Milwaukee Area Technical College, Milwaukee School of Engineering, and the University of Wisconsin-Milwaukee). Other board members represent major local businesses and contribute their expertise in administrative and fiscal management.

Several members have been on the board since the school's inception 12 years ago. Others have served on the board from one to nine years. Board members reflect a variety of experience and expertise including educational administration, accounting, nonprofit leadership and management, law, development/construction, marketing/fundraising, and teaching, as well as a parent representative. Eleven (64.7%) of the eligible members of the board participated in the board interviews conducted this year.⁴

All board members reported that they participated in strategic planning, received a presentation on the school's annual academic performance report, and received and approved the school's annual budget as well as a copy of the annual financial audit. Almost every member highlighted the commitment/leadership/vision of the board, administration, and/or teachers as what they valued most about the MAS community. Several members also expressed the importance of seeing greater academic progress among students over the last couple of years. Over and over, the

³ This information is taken from the school's website and its original application to the City of Milwaukee.

⁴ Board interviews, along with teacher and student interviews and parent surveys, are conducted every other year. All board members were contacted via email and requested to confirm a date and time for an interview. Not all of the members responded to these email requests and therefore interviews were not conducted with these members. One member had only recently joined the board and it was agreed that it was not appropriate for an interview to be conducted at this point in time.

members expressed frustration about the burden the school confronts due to costs it incurs from transporting students to and from school. This burden was exacerbated in the minds of a few members by the inequitable level of per pupil allocations provided to charter schools for educating students in Milwaukee. The main suggestion for improving the school was to either secure funds to cover the cost of transportation for students or to secure additional resources through other means.

Other board opinions are related to specific topics covered elsewhere in this report and can be found within those sections.

2. Areas of Instruction

MAS administration is structured to support the ongoing improvement of the learning environment and academic achievement of all its students. The school has a president/chief executive officer, who is responsible for the overall school and its academic outcomes. Two associate principals, assisted by achievement coordinators, oversee the two academies: the primary/elementary academy and the junior academy/high school. This year MAS added two deans of students to each of the school's organization units. The deans were expected to work with students to prevent and manage behavioral problems as well as to serve as the primary connection between home and school. The deans were also actively involved in working with parents/guardians to improve the attendance and engagement of students and parents with the MAS community. The primary/elementary academy serves students in K4 through fifth grade; the junior academy/high school serves students in sixth through twelfth grades.

A major part of the school's overall strategic plan is to identify 21st-century skills, integrate them throughout the K4 through twelfth-grade curriculum, and develop appropriate means for assessing and improving students' academic performance. In the earliest grades (K4 through third), instruction focuses primarily on the acquisition of literacy and mathematical skills. At these early ages, students are also introduced to science, social studies, technology, and the fine arts. As students

progress into the next two grades in the primary/elementary academy, the curriculum expands its focus to encompass additional instructional time on scientific constructs and social studies material, but special attention continues to be given to the acquisition of all age-appropriate literacy and mathematical skills.

Students in the junior academy/high school receive instruction in language arts, writing, reading, literature, mathematics, technology, social studies, science, foreign languages, art, music, and physical education. Grade-level standards and benchmarks have been established for each of these curricular areas; progress is measured against these standards for each grade level. This year the junior academy was departmentalized in every subject area. In an effort to better prepare students for the high school experience, they moved from classroom to classroom for their content instruction. These practices were also undertaken to maximize the teachers' expertise and enable them to operate more effectively as "teacher teams." Most recently, high school students were given expanded opportunities to participate in advanced placement (AP) classes and other more advanced courses. In order to graduate from MAS, students must acquire 22 credits. The minimum credit requirements for graduation are as follows:

- English 4.0
- Mathematics 4.0
- Social Studies 3.0
- Science 5.0
- Foreign Language 2.0
- Physical Education/Health 2.0
- Electives 2.0

These requirements may vary for students with special education needs depending upon their individualized education program (IEP) goals and their transition plan.

During the interview and survey process, board members, teachers, and parents were asked about the school's program of instruction. In all of the groups, nearly 100% of those who responded

rated the program of instruction as excellent or good or were either satisfied or very satisfied with the school's curriculum and its science emphasis.

3. Teacher Information

MAS is located on a 2.54-acre parcel of land. The primary/elementary and junior academies occupy a three-story-plus-basement building, while the high school occupies two stories of the 12-story attached "tower" building. The school has a gymnasium on the north side of its building, which is currently used by all students. At the beginning of the 2011–12 academic year, MAS had 38 primary/elementary academy classrooms and 25 junior academy/high school classrooms. Numerous, additional rooms are available for art, computer labs, libraries, science labs, resource areas, engineering labs, and conference rooms.

Classrooms were staffed by 32 primary/elementary academy teachers, lead teachers, and instructional assistants, 13 junior academy teachers and instructional assistants; and 12 high school teachers. These classroom teachers were supported by a special education coordinator, eight special education teachers; and a special education assistant, eight Title 1 support teachers/tutors; two art teachers; two physical education instructors; a building substitute teacher; and a computer technology specialist.⁵ Other educational support staff at the school include eight classroom assistants and a guidance counselor for ninth- through twelfth-grade students. The school also employed three deans of students, one health services nurses, and a four-person technology team that included a librarian. In addition to the president/chief executive officer, the school's administrative staff included an executive vice president/chief operating officer, two associate

⁵ The special education teachers included two speech and language specialists.

principals, two achievement coordinators, two science directors, four office staff, two security staff, and a food service worker.

At the beginning of the year, 31 (38.8%) of the 80 instructional staff were newly hired.⁶ The remaining 49 (61.3%) teachers returned from the 2010–11 school year and had been at the school from one to 11 years. The overall return rate from the 2010–11 to 2011–12 school year for eligible instructional staff was 77.8%.⁷ During the 2011–12 school year, four (5.0%) of 80 teachers left the school prior to the end of the school year, resulting in an annual school year teacher retention rate of 95.0%. By the end of the 2011–12 school year, the instructional staff had been teaching at the school for an average of 3.3 years.

Five (6.3%)⁸ of the 80 instructional staff employed during the year did not hold a Wisconsin DPI license or permit to teach. One of these teachers made an application for a license on September 28, 2011 but he still had not been granted a license by DPI at the time this report was written.

MAS believes that staff members are accountable for their own professional growth and development. The school is accountable for providing opportunities for professional development. Staff members are provided with in-house support and multiple opportunities to grow as professionals.⁹ The school maintains a comprehensive induction program for initial (new) educators. Components include the following:

⁶ It should be noted that MAS ended last year with 67 instructional staff indicating that 13 (41.9%) of the new hires were also newly created positions.

⁷ This rate was calculated excluding the teachers who were at MAS at the end of the 2010–11 school year but who were not offered contracts for the 2011–12 school year, either due to unacceptable performance or the elimination of their instructional position.

⁸ Two of the non-certified instructional staff were grade-level teachers, two were instruction assistants, and one was a special education teacher.

⁹ The material in this section was extracted from MAS's application to the city to be authorized as a charter school in July 2008, pages 24 and 25.

- Orientation program prior to the start of the school year;
- Trained mentors for each teacher;
- Professional development plan reviewers on staff;
- Membership in the Southeastern Wisconsin New Teacher Project, which includes regular mentor/new teacher seminars;
- New teacher group moderated by the principals;
- Strong, cohesive teams; and
- Principal observations.

All staff members are encouraged to participate in professional development programs and are provided time for collaborative planning and departmental meetings. In addition, teachers are encouraged to attend relevant conferences and workshops. For example, some of the K4 through eighth-grade staff attend the Wisconsin State Reading Association Conference each year.

Formal teacher evaluations occur on an annual basis and are used to guide decisions about contract renewals for the next school year. Assessments/evaluations of MAS teaching staff are based on four criteria: student achievement gains (50%); contributions to the community (10%); and professional development in Character Counts (20%) and Teach Like a Champion (20%). The evaluation process is explained in detail in the *MAS Staff Handbook, 2010–2011*. These evaluation frameworks were revisited this school year and were also used to assess the performance of the associate principals as well as the achievement coordinators.¹⁰

During the interview process, teachers were asked about professional development opportunities; 17 (89.5%) of the 19 teachers rated professional development opportunities as

¹⁰ The handbook was updated for the 2011–12 school year and will be updated again for the 2012–13 school year.

excellent or good, and all (100%) teachers indicated they were satisfied with the opportunities for continuing education.

4. Hours of Instruction/School Calendar

For primary/elementary students, the regular school day began at 8:30 a.m. and ended at 3:20 p.m. Students were served breakfast between 7:55 and 8:20 a.m. The junior academy students' school day began at 8:25 a.m. and ended at 3:20 p.m. Breakfast was provided for these students at 7:55 a.m. The high school students started their day between 7:40 and 9:00 a.m. and ended their day between 3:00 and 3:55 p.m. Breakfast was made available to high schoolers between 8:31 a.m. and 8:56 a.m. The first class period started at 7:40 a.m. and the last period ended at 3:51 p.m. High school students participated in seven 51-minute class periods each day. These students also had a 51-minute lunch break. The first day of student attendance was August 15, 2011, and the last day was June 12, 2012. The highest possible number of days for student attendance in the academic year was 171 and the contract provision of at least 875 hours of instruction was met.

MAS offers its students regular opportunities for afterschool activities and academic support. On Tuesdays or Wednesdays the primary/elementary students were encouraged to participate in science club activities. The activities were primarily for third to fifth graders in the first semester and K5 through second graders the second semester. These students were also able to participate in basketball, girl/boy scouts, tutoring, etc., for four days of the week from 3:35 until 5:00 p.m. The junior academy students were able to participate in the Learning Lab from 3:20 until 4:30 p.m. three days of the week (Tuesday through Thursday). Other activities were available for these youth and their high school peers from 3:20 until 5:00 pm.¹¹ The Learning Lab was available for all high school students both before (7:00 until 8:30 a.m.) and after (3:00 until 6:00 p.m.) school. The lab was staffed by the high

¹¹ These activities included basketball; fitness; cheerleading; dance; career club; self-defense; Pearls for Teen Girls, Inc.; etc.

school teachers, and students could do general studying, independent reading, research on the computer, prepare for the ACT, complete assessments or assignments, or obtain enrichment instruction. Participation in the Learning Lab was strongly encouraged for students with the greatest needs.

5. Parental Involvement

MAS recognizes that parent/family involvement is a critical component of student success.

The school encourages and solicits the engagement and involvement of parents in the following ways:

- One of the 18 directors on the school's consortium board is a parent representative position. This board is responsible for making decisions related to school policies and for approving the school's strategic direction.
- MAS employs three deans of students, who are expected to work with parents/families to ensure that children are coming to school regularly. It is also their responsibility to provide parents with regular and diverse opportunities to participate in school functions.
- MAS seeks regular communication with its families by having each grade level send weekly newsletters. These newsletters highlight upcoming school activities and describe recent student achievements and school awards. Teachers are also encouraged to communicate with parents on a regular basis via written notes, telephone, and/or email as well as to be prepared to meet with parents during parent/teacher conferences.¹²

The school also has a Parent Action Team, which holds meetings on a monthly basis. All parents are members of this organization and are encouraged to participate so that the team can achieve its mission, which is to make MAS the best school in Milwaukee. The team provides parents with an additional link to teachers; bridges communication between parents, school, students, and

¹² This information was extracted from MAS's charter school application and the high school's *Parent Handbook*.

teachers; helps to develop students as lifelong learners; provides leadership for the school community; and raises funds for school programs and projects.

Teachers, parents, and board members were asked about parental involvement. A majority (72.0%) of board members indicated they were somewhat or very satisfied with the level of parental involvement with the school. Just over half (52.0%) of the teachers indicated they were somewhat dissatisfied with the level of parental involvement. A large majority (88.3%) of parents indicated that the opportunity for parent involvement with the school was excellent or good, and more than 90% indicated that opportunities for parental participation was an important reason for choosing MAS.

6. Waiting List

The school's administrators reported that as of May 2012, the school had a waiting list for two of the elementary grade levels and the ninth grade for the high school for the 2012–13 school year. The numbers of students on these lists, however, were small.

7. Discipline Policy

MAS places a strong emphasis on a safe and orderly learning environment. The school has adopted a "Code of Conduct," which reads as follows:

At the Milwaukee Academy of Science,
I will respect myself,
respect my school staff,
respect my fellow students,
and respect my school.

In the *Parent Handbook*, the school emphasizes its commitment to creating and maintaining a positive learning environment that promotes cooperation, fosters creativity, and encourages and nurtures students to take risks involved in learning. MAS believes parents and community members play a critical role in supporting this learning environment through the use of common, respectful

language that inspires students while setting clear limits. These partners are encouraged to discuss the school's Code of Conduct with children.

The *Parent Handbook* also contains detailed information about MAS's discipline code. The code contains detailed information about what MAS considers to be Level 1, 2, and 3 violations. It also provides clear and concrete descriptions of the range of disciplinary consequences that will be used by MAS staff. The handbook identifies each type of consequence, describes each consequence in some detail, indicates who can assign the consequence, and associates each consequence with a set of procedures that increase in severity from Step 1 through 7. For example, a warning issued to a student is a Step 1 procedure, and expulsion is a Step 7 procedure.

This year teachers, parents, and board members were asked about the discipline policy at MAS. The opinions expressed were very favorable regarding discipline policy:

- Teachers:
 - » All (100%) teachers considered the discipline at the school as a "very important" or "somewhat important" reason for continuing to teach there; and
 - » Just over three quarters (78.0%) were either very satisfied or somewhat satisfied with both the discipline policy as stated and adherence to the discipline policy.
- Parents:
 - » More than 90% of the parents considered discipline as a "very important" or "somewhat important" factor in choosing MAS;
 - » Three quarters (75.1%) rated the discipline methods at the school as "good" or excellent"; and
 - » A slightly smaller number of parents (73.2%) were comfortable with how the staff handle discipline.¹³

¹³ Agreed or strongly agreed with the statement, "I am comfortable with how the staff handles discipline."

- Board Members:
 - » All board members who responded to this item were either very or somewhat satisfied with the discipline policy;¹⁴ and
 - » All of the board members who knew about adherence to the discipline policy were either very or somewhat satisfied.

8. Graduation Information

MAS's guidance department provides some assistance to the school's eighth graders, but the junior academy staff work throughout the year with these students and their parents and strongly encourage them to continue their education at MAS through high school graduation. The leadership team at MAS indicated that most of their eighth graders continue at MAS for high school. At the end of the school year, 92.0% of the eighth graders that were promoted to ninth grade were enrolled in MAS for the next school year. The remaining five students were enrolled in either MPS or choice high schools.¹⁵ The reasons generally stated for students not returning to MAS for high school are the desire to participate in school athletics or to pursue interests other than science and/or engineering.

MAS employs a full-time guidance counselor whose primary responsibility is to work with the high school students as they prepare for post-secondary careers and educational experiences. As part of her work over the last school year, the counselor reported completing the following activities with MAS students:

- All twelfth graders participated in a credit check and graduation progress meeting. A specific form was structured for use in these meetings so that each senior was aware of what was required of him/her in order to graduate at the end of the school year. During this session, each student identified the colleges and careers of greatest interest to him/her. Each senior had two subsequent individual meetings to review

¹⁴ One board member did not feel that he/she had enough knowledge about the discipline policy or practice to respond to this question.

¹⁵ Some of the schools chosen by MAS eighth-grade graduates include King and Messmer.

their progress toward graduation and movements for entry into colleges or a specific career field. The counselor also helped these students with ACT registration.

- All eleventh graders participated in an individual session to develop a graduation and career plan. Assistance was also given to these student with the ACT registration process. A "Timeline for Success" was presented to every grade level in the classroom. This session outlined things college-bound scholars should be doing to prepare for their future education and identified resources available to them through the guidance office.
- All tenth graders and their parents participated in a counseling session related to post-secondary education and future careers. Topics discussed included PLAN results, credit status, graduation plans, career interest inventory outcomes, steps required for college admission, etc. A special two-day career exploration activity was provided for the sophomores. Finally, the Wisconsin Covenant Scholars were provided with an outline of their responsibilities to continue with this program and copies of all necessary forms for completion.
- All ninth graders participated in group counseling sessions reviewing the graduation requirements at MAS. Additionally, students were given information related to opportunities for participation in pre-college programs and information to help them understand how MAS staff would work with them on scheduling, reviewing credit status, and planning for graduation within a four-year timeframe. These students also signed the Wisconsin Covenant Pledge.

Individualized sessions were complemented by a series of other activities provided by MAS to its high school students to increase their knowledge and ability to be more successful in their careers after graduation from high school. Some of these activities included the following:

- A college/career exploration course was offered as an elective. During the course, students practiced job interviews, developed short- and long-term goals, and researched colleges.
- MAS continued the partnership with UWM Talent Search to find potential pre-college programs for ninth through eleventh graders and to recruit students to their programs. A booth was set up in the school cafeteria for these activities.
- Great Lakes Higher Education assisted the school as follows:
 - » Presented to eleventh graders to assist them with their selection of specific colleges;

- » Helped to provide resources regarding post-secondary education financial aid to tenth and eleventh graders. Individual appointments were made for seniors to complete the FAFSA application and review their award letters.
- » Provided information for a "college land adventures" display for ninth graders.
- » Teamed up to present an ACT kickoff day with juniors in December and College 101 for parents in April.
- Students were assisted with completing applications, preparing for interviews, and getting to interviews for Mayor Barrett's Summer Youth Internship Program.
- Students were offered opportunities for trips to four different colleges.
- Recruiters from nine post-secondary institutions visited the school and talked with students.

Some of the outcomes of these diverse activities, as reported by the guidance counselor at the end of the school year, were as follows:

- Thirteen (81.2%) of the 16 high school graduates were accepted into post-secondary schools or a branch of the military; and
- The remaining three students were planning to work for a period of time.

All of the eleventh and twelfth graders interviewed at the end of the school year indicated that teachers had talked to them about college and that they were planning to attend college.

C. Student Population

MAS started the school year on August 15, 2011. As of September 16, 2011, 1,039 students were enrolled in K4 through twelfth grades.¹⁶ During the year, 40 students enrolled in the school and 128 students withdrew.¹⁷ Students withdrew for a variety of reasons. Of the primary/elementary academy students, 28 moved out of the district, 22 students moved out of state, six withdrew due to behavior issues, six withdrew for other parental reasons, three were expelled, and two left due to transportation issues. Of the junior academy and high school students, 46 transferred to a different school, 14 were expelled for fighting or gang activity, five transferred out of state, and one student stopped attending for an unknown reason.

At the end of the year, there were 951 students enrolled. Student enrollment was as follows:

- There were 561 students in K4 through fifth grades, 224 in junior academy (sixth through eighth grades), and 166 students in high school (ninth through twelfth grades).
- There were 505 (53.1%) girls and 446 (46.9%) boys.
- The primary/elementary academy was comprised of 556 (99.1%) African American students, four (0.7%) Hispanic students, and one (0.2%) White student. The junior academy/high school was comprised of 386 (99.0%) African American students, three (0.8%) White students, and one (0.3%) Hispanic student.
- There were 111 students with special education needs. Twenty-nine students had speech and language needs (SPL); 23 had other health impairments (OHI); 17 had learning disabilities (LD); 12 had specific learning disabilities (SLD); 10 had SPL with OHI; seven had SLD with SPL; four had emotional/behavioral disabilities (EBD); three had EBD with OHI; two had autism with SPL; two had cognitive disabilities (CD) with SPL; one had CD with OHI and SPL; and one had SLD with OHI.
- There were 799 (84.0%) students eligible for free/reduced lunch.

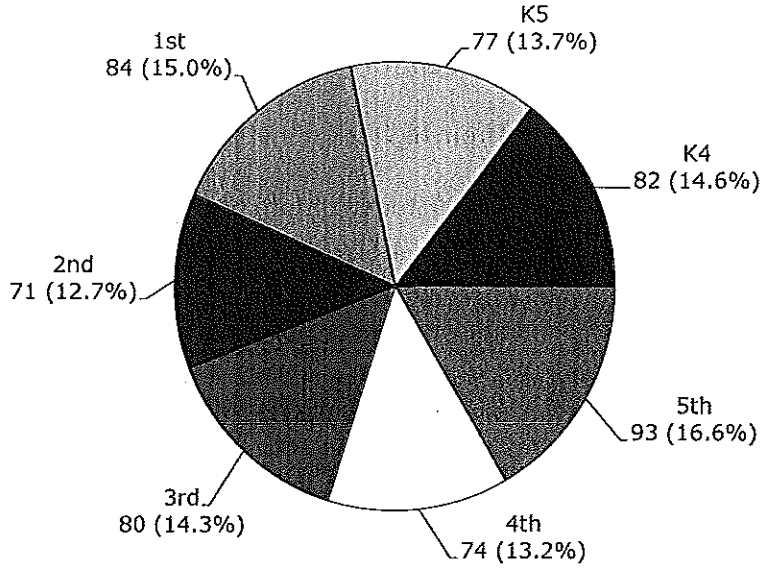
The number of students in each grade level is illustrated in Figures 1 and 2.

¹⁶ There were 600 students in primary/elementary academy, K4 through fifth grade; 256 in junior academy, sixth through eighth grade; and 183 students were in high school, ninth through twelfth grades.

¹⁷ Twenty-three students enrolled and 62 withdrew from primary/elementary academy; 10 enrolled and 42 withdrew from junior academy; and seven enrolled and 24 withdrew from high school. Eleven of the students who withdrew from MAS had special education needs.

Figure 1

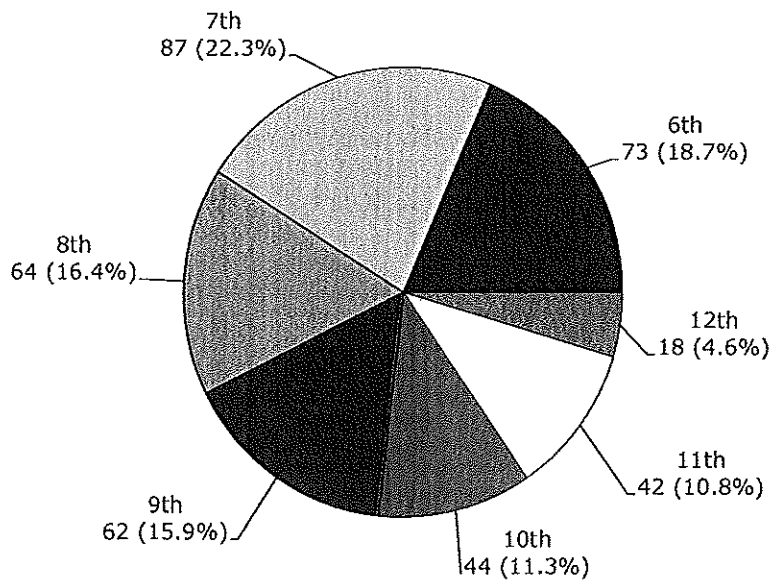
Milwaukee Academy of Science Primary/Elementary Academy Grade Levels* 2011-12



N = 561
*Reflects enrollment at the end of the year.

Figure 2

Milwaukee Academy of Science Junior Academy and High School Grade Levels* 2011-12



N = 390
*Reflects enrollment at the end of the year.

There were 914 students who were enrolled for the entire school year. This represents a retention rate of 88.0%.¹⁸ Of 600 primary/elementary academy students, 539 (89.8%) were enrolled for the year; and 375 (85.4%) of 439 junior academy and high school students were enrolled for the year.

There were 921 students enrolled at the end of the 2010–11 school year who were eligible to return to the school, i.e., had not graduated from high school. Of these, 761 were enrolled as of the third Friday in September 2011. This represents a student return rate of 82.6%.¹⁹

A random sample of 25 sixth, eleventh, and twelfth graders participated in satisfaction interviews at the end of the school year. At least 92.0% of the students interviewed reported that they felt safe in school, learned new things in school, and that they improved in reading and math. Of the students sampled, 96.0% reported that their teachers helped them at school and that they liked being in school. When asked what they liked best about the school, students most frequently mentioned their teachers, the science focus and the corresponding rigor of the academics, and the community feel about the school. When asked what they liked least about the school, the majority of the students said the rules or the uniforms. It should be noted, however, that six (24.0%) students could not identify anything they did not like about the school.

D. Activities for Continuous School Improvement

The following is a description of MAS's response to the recommended activities in its programmatic profile and educational performance report for the 2010–11 academic year.

For the primary/elementary academy:

- **Recommendation:** Provide adequate professional development to staff to help them maximize MAP assessment data so they can differentiate their instruction to students

¹⁸ Nine hundred and fourteen of 1,039 students enrolled at the beginning of the school year.

¹⁹ Additionally, five students who were enrolled on the last day of the 2010–11 school year who were eligible to return were not enrolled on the third Friday of September but returned to MAS later in the school year.

in reading and math based on students' individual needs. Staff will also be expected to use the MAP assessment results to monitor each student's individual progress in these two basic skill areas.

Response: At the beginning of the school year, staff participated in an in-service training session on MAP and learned how to administer it, review results, and revise curriculum to better meet the needs of all students in both reading and math. A second training session was held later in the school year to enhance staff members' ability to use the results and differentiate their instructional strategies. After each of the three assessments, the grade level teams reviewed the results, monitored for growth, and created plans to enable more students to make regular progress toward their expected growth levels.

- Recommendation: Engage staff in professional development activities related to Response to Intervention (RTI).²⁰ As part of this professional development process, staff will refine their RTI process as a group to promote consistency and effectiveness in daily practice.

Response: Staff participated in a half-day inservice on RTI and discussed best practices related to this process for students. MAS staff also participated in monthly meetings of a local RTI consortium. The MAS RTI team participated in a second training that focused on teacher and student responses to the process and provided technical assistance on the components of RTI. The MAS team also completed a self-assessment and identified next steps for the school to undertake to improve its practice and student outcomes. Finally, the Title 1 team was given additional training to improve their competencies in the utilization of RTI assessment tools obtained from the RTI website.

- Recommendation: Utilize work completed over the summer by the reading improvement team in reviewing current reading tools, resources, and practice as compared to what research identifies as best practices as an improvement guide. This summer work resulted in an action plan that will require ongoing steps to create improvements in practice throughout the course of the next school year, including attention to the professional development of teachers related to these best practices.

Response: All classroom teachers received training in the effective use of "running records," including strategies for redesigning instruction to better meet the needs of all students in the classroom. The reading improvement team continued its research to identify and expand its knowledge about "best practices" that could be utilized by teachers in their day-to-day learning environments. Team members also created a resource base so that teachers would have an array of diverse options that will enable them to differentiate instruction more readily on a regular basis. Finally, the upper

²⁰ RTI is typically viewed as a means to expand a school's capacity to reach and support diverse learners, especially those most likely to become disengaged from the learning process and at risk of dropping out of school.

grade team utilized more literature materials with students to prepare them for the transition to middle school and departmentalized learning.

For the junior academy, the focus was on improving the math competencies of students through the following strategies:

- Recommendation: Implement departmentalized instructional practices, starting in the sixth grade, at the beginning of the school year.

Response: All instruction for junior academy school students was departmentalized for this school year. After the first semester, the practice of moving students for every class was adjusted for the sixth graders, and each teacher taught two subjects to reduce the number of times students were required to move; however, these students were still provided with experiences to prepare them for the high school learning environment.

- Recommendation: Engage sixth graders in the study of literature during the next school year.

Response: Sixth graders transitioned from the use of Open Court to the Elements of Literature during the school year. This practice change enabled the middle school students to enrich their literacy skills and improve their ability to acquire the higher level skills required for success at the secondary and post-secondary levels.

For the high school, the focus was on the following steps:

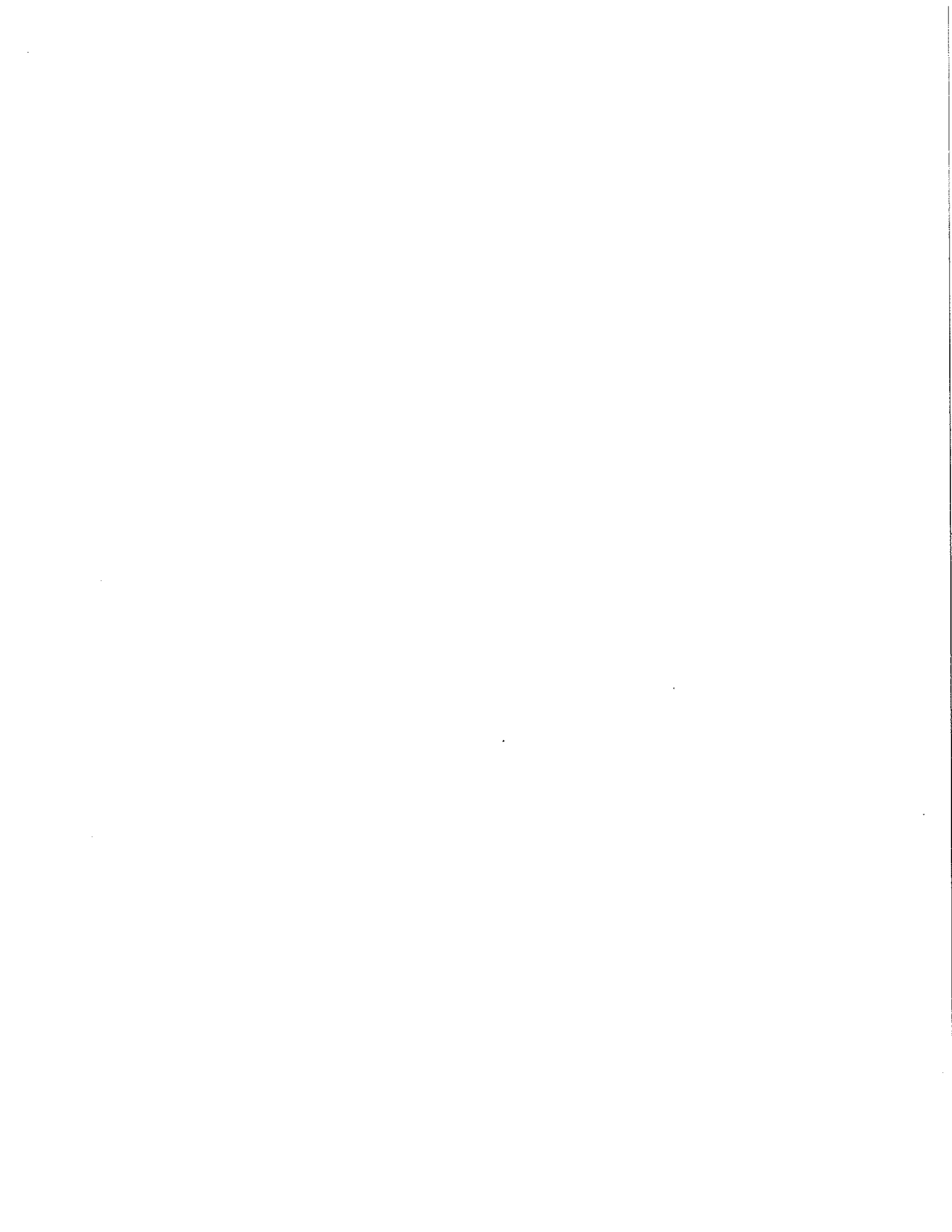
- Recommendation: Focus on the implementation of college readiness standards in the high school for the next school year.

Response: Some progress was made on this recommendation but additional attention will be given to the full implementation of these standards in the next school year. Staff are increasing their use of EXPLORE, PLAN, and ACT results to redesign their instructional activities and monitor students' progress on specific competencies and higher-level skill acquisition.

- Recommendation: Engage ninth and tenth graders in smaller reading and math classes to address basic skill deficits and better prepare them for more rigorous math and science courses.

Response: An additional English and math position was added to enable the lower-level students to benefit from smaller class sizes. Special attention was given to monitoring the progress of the lower-level students in these two basic skill areas. Additionally, the students with basic skill deficits were encouraged to participate in

both the before- and afterschool learning labs to obtain additional support and instructional time on problematic concepts that were uncovered by assessment results.



APPENDIX B

CHARTER SCHOOL DISSOLUTION PLAN

| | |
|--|---|
| Name of Charter School: | Address: |
| Last day of school operation: | Charter termination date: |
| Board of Trustees President (Name and Contact information): | Board of Trustees Vice President (Name and Contact information): |
| Student Records Custodian (Name and Contact information): | Personnel Records Custodian (Name and Contact information): |
| Independent Trustee (Name and Contact information): | Independent Auditor: |

| A: Student Records | Projected Date of Completion | Person Responsible |
|---|------------------------------|--------------------|
| <p>Required Task(s): <i>Transfer complete student records (academic, health, special education, etc) to the school that each student will transfer to or archive student records (where transfer information is unavailable) for required period of time.</i></p> | | |
| <ul style="list-style-type: none"> Board of Trustees will designate a Student Records Custodian responsible for maintaining, transferring, and archiving student records in accordance with state law. | | |
| <ul style="list-style-type: none"> Board of Trustees will provide the Charter Schools/Charter School Review Committee designee with the name, telephone number, business address, and email address of the Student Records Custodian. | | |
| <ul style="list-style-type: none"> Student Records Custodian will provide Charter School Review Committee designee 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. | | |
| <ul style="list-style-type: none"> Student Records Custodian will provide Charter School Review Committee designee 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. | | |
| <ul style="list-style-type: none"> Student Records Custodian will develop and implement sign-off procedure confirming transferal of student records. | | |
| <ul style="list-style-type: none"> Student Records Custodian will transfer student records to the school to which student will transfer to. | | |
| <ul style="list-style-type: none"> Student Records Custodian will document all student records transferals to the Office of Charter Schools. | | |
| <ul style="list-style-type: none"> Student Records Custodian will develop and implement a methodology to archive all student | | |

| | | |
|--|------------------------------|--------------------|
| records not transferred to schools for a period of seven years. | | |
| <ul style="list-style-type: none"> Student Records Custodian will arrange for destruction of student records at the end of the seven year period. Destruction will occur in a manner that ensures the privacy of all individuals. | | |
| <p>B: Personnel Records</p> <p><i>Required Task(s): Devise a plan to retain and maintain staff personnel and professional certification records for a minimum of five years.</i></p> <ul style="list-style-type: none"> Board of Trustees will designate a Personnel Records Custodian responsible for maintaining, transferring, and archiving personnel records in accordance with state law. Board of Trustees will provide the Charter School Review Committee designee with the name, telephone number, business address, and email address of the Personnel Records Custodian. Personnel Records Custodian will, upon request, provide letters of reference, verifying charter school employment, etc. Personnel Records Custodian will maintain all personnel records for a period of five years. Personnel Records Custodian will arrange for destruction of personnel records at the end of the five year period. Destruction will occur in a manner that ensures the privacy of all individuals. | Projected Date of Completion | Person Responsible |
| | | |
| | | |

C. Financial and Contractual Obligations

Required Task(s): Board of Trustees must devise a plan to maintain and administer financial, administrative and contractual records and obligations for a minimum of five years.

| | Projected Date of Completion | Person Responsible |
|---|------------------------------|--------------------|
| <ul style="list-style-type: none"> Board of Trustees shall file all final federal, state and local employer payroll tax returns and issue final W-2's and Form 1099's by the statutory deadlines. | | |
| <ul style="list-style-type: none"> Board of Trustees 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. | | |
| <ul style="list-style-type: none"> Board of Trustees shall appoint an Independent Trustee to address the satisfaction of all outstanding claims by creditors and proper distribution of assets in compliance with statutes and regulations that govern all Wisconsin corporations. | | |
| <ul style="list-style-type: none"> Board of Trustees will submit to the Charter School Review Committee designee an approved Board resolution appointing an independent trustee including name and contact information. | | |
| <ul style="list-style-type: none"> Independent Trustee shall assess and satisfy all outstanding liabilities. | | |
| <ul style="list-style-type: none"> Independent Trustee will submit to Charter School Review Committee designee 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. | | |
| <ul style="list-style-type: none"> Submit to Charter School Review Committee designee a monthly updates of accounts payable along with detailed aging schedule. | | |
| <ul style="list-style-type: none"> Independent Trustee shall upon the satisfaction of all liabilities liquidate all remaining non-monetary school assets. | | |

| | | |
|--|--|--|
| | | |
| <ul style="list-style-type: none"> Independent Trustee, upon satisfaction all liabilities and liquidation of non-monetary assets, shall return all funds to the Charter School Review Committee designee. | | |

| D. Federal Grants | Projected Date of Completion | Person Responsible |
|--|------------------------------|--------------------|
| <p><u>Required Task(s):</u> <i>Provide proof of proper liquidation of goods acquired through federal grant(s).</i></p> <ul style="list-style-type: none"> Independent Trustee shall verify liquidation and/or transfer of property acquired through federal grants to other City of Milwaukee authorized charter schools. (Note: No distribution of assets to any other entity may occur prior to satisfaction of charter school creditors.) Independent Trustee shall return all unspent federal grant moneys received by the school to the Department of Public Instruction. Independent Trustee shall submit Final Expenditure Reports for entitlement grants. | | |

D. Final Audit

Required Task(s): Appoint independent auditor to conduct a final audit including but not limited to the following task(s):

| | Projected Date of Completion | Person Responsible |
|--|------------------------------|--------------------|
| <ul style="list-style-type: none">Board of Trustees will provide Charter School Review Committee designee with approved board resolution appointing auditor. | | |
| <ul style="list-style-type: none">Board of Trustees will provide the Charter School Review Committee designee with the audits estimated start and completion dates and an estimated cost of audit. | | |
| <ul style="list-style-type: none">Board of Trustees will submit to Charter School Review Committee designee a board resolution establishing an escrow 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">Board of Trustees will submit copies of the audit to the Office of Charter School and the Department of Public Instruction. Audit must be submitted prior to the dissolution of the board. | | |

| E. Dissolution of Board | Projected Date of Completion | Person Responsible |
|--|------------------------------|--------------------|
| <p><u>Required Task(s):</u> <i>Devise procedures for dissolving board and relieving individual board members.:</i></p> <ul style="list-style-type: none"> Board of Trustees will consult with an attorney to devise procedures for dissolving Board while maintaining fiscal and legal responsibility; | | |
| <ul style="list-style-type: none"> Board of Trustees will provide the Charter School Review Committee designee with name, address and contact info of person designated as the primary contact person for all future inquiries, as well as a Board approved resolution appointing this person as primary contact. | | |
| <ul style="list-style-type: none"> Board of Trustees will provide the Charter School Review Committee designee with a Board resolution officially dissolving the Board. | | |
| <ul style="list-style-type: none"> Board of Trustees will submit end-of-year reports by specified deadlines as appropriate to the Charter School Review Committee designee and the Department of Public Instruction. | | |

This signed dissolution plan must be submitted to Charter School Review Committee designee 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