

CENTRAL CITY CYBERSCHOOL OF MILWAUKEE, INC.

**4301 North 44th Street
Milwaukee, WI 53216
(414) 444-2330; (414) 444-2435 Fax**

5 April 2001

Dr. Howard Fuller, Chair
Charter School Review Committee
Office of the City Clerk
City Hall
200 East Wells Street, Room 205
Milwaukee, Wisconsin 53202

Dear Dr. Fuller:

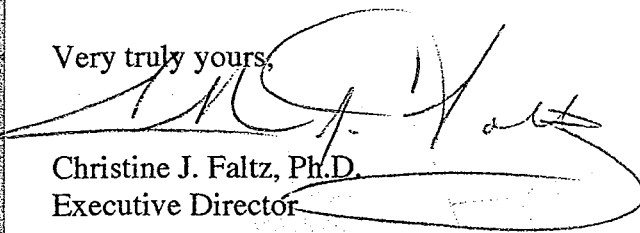
I am writing to request that the Charter for the Central City Cyberschool be amended to expand the grade range that we serve, from the current levels of grade one through eight to include kindergarten. We are not asking to serve a larger number of children, merely to expand the range of children served.

We are requesting this change, at this time, due to the overwhelming number of requests we have received from parents. Initially, we made a conscious decision not to include kindergarten in the range of children served because our partner, the Parklawn YMCA, offered both K-4 and K-5 on their premises, taught by the Milwaukee Public Schools. The YMCA reported to us that they were dependent upon the revenue generated from MPS, so we chose not to interfere and began the Cyberschool enrollment at grade one. However, in June of 2000, just as the Cyberschool was preparing to open our new facility, MPS abruptly discontinued their kindergarten classes at the YMCA. Now, there are no longer opportunities for Parklawn families to enroll their children in kindergarten within their community. Therefore, the Cyberschool is prepared to staff and program K-5.

We currently have both teachers and educational assistants on staff who are interested in teaching the kindergarten program, and the YMCA has offered us the existing space. Therefore we are asking for our Charter to be amended to include kindergarten within the range of grades offered by the Cyberschool.

Please let me know if you are in need of any further information or have any questions.

Very truly yours,


Christine J. Faltz, Ph.D.
Executive Director

cc: David Riemer

**CHARTER SCHOOL CONTRACT
BETWEEN
CITY OF MILWAUKEE
AND
CENTRAL CITY CYBERSCHOOL OF MILWAUKEE, INC.**

THIS CONTRACT made this 30th day of March 1999, by and between the City of Milwaukee, acting by its Common Council, (hereinafter, "CITY"), 200 East Wells Street, Milwaukee Wisconsin, 53202, and Central City Cyberschool of Milwaukee, Inc. (hereinafter, "Charter School").

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

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

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

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

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

Whereas, On November 23, 1998, as required by Chapter 330, the CSRC held a public hearing on the application of Charter School for charter school status; and

Whereas, On December 8, 1998, the CSRC, applying the criteria set forth in Chapter 330, determined that the application of Charter School complied with the requirements of Sections 330-5 and 330-7, that Charter School will operate an educational program that has a reasonable prospect of providing Milwaukee children a good education, and that Charter School has an appropriate governance structure, sound system of management, adequate budget and budget process, and a qualified body of administration, teachers, staff; and

Whereas, On December 8, 1998, having made these findings, the CSRC recommended to the Common Council that the application of Charter School be approved; and

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

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

NOW THEREFORE, the parties agree as follows:

COPY

I. CHARTER SCHOOL HEREBY AGREES TO:

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

Charter School shall be in the charge of the Instructional Leader and the Executive Director who shall administratively operate the school on a daily basis. The Executive Director is Dr. Christine J. Faltz. Charter School shall immediately notify CSRC in the event a different person assumes the position of Executive Director or in the event there is a significant change in the duties of the person in charge. Charter School has not yet filled the position of Instructional Leader, Charter School will notify CSRC immediately upon the hiring, and any subsequent replacement of that person, of an individual for that position and it is understood that this position may not be filled during the first year of this Contract. The Executive Director's and Instructional Leader's duties are described in the Charter School Application as:

The Executive Director of the Charter School is responsible for:

- a. keeping Charter School focused on its mission.
- b. serving as the representative of Charter School and managing public relations, marketing and recruitment.
- c. analyzing and organizing Charter School operations.
- d. developing relationships with foundations and seeking additional resources for Charter School operations.
- e. communicating with parents, to create a community of parents and staff working together to establish standards of high academic and social expectations for children.
- f. analyzing records of present and past operations, trends and costs, estimated and realized revenues, administrative commitments, and obligations incurred to project future revenues and expenses.
- g. advising the Charter Council on the effective use of resources.
- h. the fiscal operations of Charter School, including development, installation, and maintenance of the budgeting system.
- i. interviewing, recommending the Council for hire, training and supervising the non-academic personnel of Charter School.
- j. contracting with agencies (such as food service, payroll, security, janitorial, accounting, legal, etc.) to provide non-academic services to Charter School.
- k. maintaining records and preparing statistical reports to evaluate performance of Charter School personnel and monitoring pupil progress relative to the goals and standards of achievement outlined in this Contract.
- l. completing other duties as assigned by the Charter Council.

The Instructional Leader of the Charter School is responsible for:

- a. coordinating and supervising the activities of the academic personnel, including assigning and directing the work of, and appraising, rewarding and disciplining the performance of academic personnel; and addressing complaints and resolving problems between staff and parents.

- b. organizing day-to-day operations and procedures such as class schedules, flow of information, requisition of supplies, and other supervisory services related to the instructional program.
- c. providing for staff development and supervising assigned academic personnel in effective instructional techniques; health and safety practices; developing curriculum and instructional materials designed to meet the individual needs of pupils, considering state and school requirements, and the physical, emotional and educational levels of development of the children.
- d. compiling data and analyzing past and current year operational requirements to prepare academic budgets and justify funds requested.
- e. completing other duties as assigned by the Charter Council of the Central City Cyberschool.

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

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

Issues of philosophy, design, content, culture, and equity all play critical roles in the learning process. Designing the learning environment of Charter School offered parents and educators an opportunity to reexamine how learning can and should take place in the midst of an information revolution and confronted with the emerging global society. Recent advances in technology enable pupils and teachers to access vast amounts of knowledge content, virtually unaffected by distance and time. As a result, the technology itself has the potential to serve as a powerful force in the transformation of learning.

However, the real revolution of the 21st century will not be about the technology; it will be about the information and communication capability that access to technology will afford us. And while attempts by traditional schools to "wire up" classrooms are laudable, simply adding access is not enough. For that reason we asked ourselves, "what information and relationships do we want for our children?"

- **MISSION OF CHARTER SCHOOL**

The mission of Charter School is to motivate in each child from Milwaukee's central city the love of learning, the academic, social and leadership skills necessary to engage in critical thinking, and the ability to demonstrate complete mastery of the academic skills necessary for a successful future.

- VISION OF CHARTER SCHOOL

Charter School focuses on people first and technology second, however, the curriculum and instructional pedagogy are based on providing children access to an information society which exists all around them. Charter School is a pupil-centered environment where team-work is promoted and high expectations are held out for each pupil, teacher, parent, staff member, community member and partner. The curriculum is interdisciplinary and project-based, an integrated process that puts ideas in a real life context and requires thinking across disciplines, with a rigorous academic foundation, a strong computer focus, and with an emphasis on community building.

Thus, the "transformation of learning" that our mission statement refers to involves more than providing every child with a computer and access to the internet. Technology will enable a change in the learning process itself, from that of a passive endeavor to an active one, as pupils, parents and teachers play a greater role in constructing their own learning and work in collaborative ways. Therefore, unlike most traditional classrooms today which are using technology only at the margins, not yet having come to grips with the true potential of the medium, Charter School staff challenge pupils to learn in a truly constructivist manner, building meaning into cyberspace. Charter School is not just about hardware and equipment but about pupils gaining access to and helping shape this information society.

- ANYTIME ANYWHERE LEARNING

The instructional design of Charter school is predicated on the belief that technology alone is not empowering, rather, it is what people can do with technology that empowers them. Accordingly, Charter School teachers use technology to improve curriculum delivery and enhance and manage content, and pupils manage their own learning. The real challenge is integrating the global education infrastructure into learning objectives, enhancing what pupils know and are able to do, as well as connecting them to the world and their future. For that reason, Charter School will join the network of Anytime Anywhere Learning schools.

Throughout the country, pioneering schools are providing pupils with laptop computers, software and internet access, through the vision of Anytime Anywhere Learning (AAL), a connected learning community of schools facilitated by Microsoft. In AAL schools:

- each pupil has his/her own laptop computer, and uses it like a paper and pencil so that learning happens literally anytime and anywhere;
- teachers integrate technology into the curriculum and communicate with parents and pupils over e-mail, and;
- parents are active participants and true partners in the education of their children.

For pupils in AAL schools, learning is not limited by the hours of the school day, the walls of the classroom, or the resources of the community. And, in these schools, learning is not a result of access alone, but of ongoing, dynamic interaction among all members of the school community. Schools within the Anytime Anywhere Learning network are reporting some remarkable changes over a very short period of time. First, critical thinking skills improve as education becomes more active and participatory; pupils are engaged, motivated and ready to learn, and; collaboration and interaction among pupils increases (Microsoft, 1998).

- MULTIAGE

Charter School will be a multiage program, offering each child a level of instruction at the appropriate developmental level, taught through experiences that help children construct knowledge, often using a thematic or integrated approach. The program has in place evaluative procedures and instruments to monitor pupils progress, built into the daily teaching and learning in the classroom. Information gained from assessment is used continually to monitor and improve the instructional program and its overall effectiveness.

The multiyear placement structure means that pupils stay with the same teacher team for two years, in multiple blended grades, enabling teachers to establish long-term relationships with children and their families. During the second year, half of the pupil cohort moves on to the next grade level group, while the instructional teams remain intact. Benefits of the multiage configuration include: fewer pupil/teacher transitions; a cohesive family atmosphere; an increased sense of stability for pupils; only one-half of a classroom of new pupils and families for teachers to get to know every year; a decrease in special needs referrals; more time-efficient instruction; fewer grade-level retentions; increased parent involvement, and; increased pupil observation time for the teacher (Grant, Johnson & Richardson, 1996).

Charter School is not a school of the future, but rather a school for the future. Charter School offers a customized curriculum where creativity, team work, and goal setting are encouraged for the entire school community. The problem-solving, real world, interdisciplinary curriculum is presented in a way that is relevant to each pupil's experiences. Charter School uses technology as a tool for learning in new and powerful ways that allow pupils greater flexibility and independence, preparing pupils to be full participants in the 21st century.

Every pupil has a compute for daily use. This technology-based approach takes full advantage of resources available electronically and incorporates technology for most academic studies.

For children at Charter School, this technology approach offers:

- hands-on experience.
- use of the WWW and a variety of search engines/browsers to gather information and find experts.

- foreign language classes involving pupils throughout the world.
- literature discussion groups that tap the insights and talents of professional writers, university professors, and pupils.
- a great way to engage pupils in "making meaning" while publishing globally.
- virtual learning labs and virtual museums on line.
- e-mail pen pals at universities and other cyber schools around the world.
- limitless opportunities for dynamic and on-going learning partnerships.

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

Charter School shall serve a maximum of 240 pupils for the 1999-2000 school year, all of whom may attend Charter School under this Contract so long as they are otherwise eligible to attend under sec. 118.40(2r)(c), Stats. Charter School shall serve children in grades 1 through 4 in the 1999-2000 school year. It is understood that Charter School is in the process of long range planning and will expand its program to serve pupils in grades 1 through 8 in the Fall of 2000. Charter School agrees not to increase the total number of pupils attending Charter School, under sec. 118.40(2r)(c), Stats. or otherwise, without prior written approval of CITY during any of the last four years of this Contract above 480 pupils. Charter School shall provide all information regarding pupil attendance requested by CITY or CSRC at such times and on such forms as may be provided by CITY or CSRC.

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

The academic goals of Charter School are listed in the Charter School Application as:

The Planning Committee of Charter School was interested in adopting valid standards and recognized that all parents want to know how their children are performing academically compared with standards. To that end, we looked to the Mid-continent Regional Educational Laboratory (McREL) as a resource to define pupil achievement standards and benchmarks, as a foundation for assessment.

The Planning Committee organized a Curriculum, Instruction and Assessment (CIA) Committee to guide the standards-setting effort for Charter School. The CIA Committee oversaw the initial development of subject area standards, the Curriculum Guide. Currently, a steering committee comprised of teachers and community members is being assembled, and they will be asked to review a draft of the Curriculum Guide and make suggestions as to additions, deletions and changes. Once staff for Charter school are hired, a second draft will be presented to all teachers of Charter School for review and comment in May, 1999. This information will be used to create a third draft, to be presented to the Parklawn community at large, involving as many community members in the review as possible in June, 1999. Incorporating their

feedback, the final draft of standards and benchmarks would then be constructed.

The initial draft Curriculum Guide establishes subject area and general reasoning standards as the core of the curriculum. Drafted thus far are explicit standards and benchmarks as specific elements of knowledge and skills. What next must be included are examples of performance tasks or performance activities for each benchmark within the standards document. This will further provide teachers with guidance as to how pupils can be asked to apply their knowledge.

Charter School's approach to assessment, which holds pupils accountable for all standards across all major subject areas, establishes high expectations for every pupil and teacher in all content areas. In the current Curriculum Guide draft, benchmarks are identified for specific grade levels, based on subject area. The final draft will identify benchmarks for each grade level (1-2, 3-4, 5-6, and 7-8).

Pupil progress will be reported on each standard using a rubric that describes various levels of knowledge and skills. These rubrics will include both qualitative and quantitative measures, including writing samples, videotapes of oral performances, exhibitions of projects, and portfolios, showing mastery of content and processes. This approach provides pupils, teachers, and parents alike with highly specific information. Extensive parent communication will serve to inform them of the advantages of this approach which provides much more information than the traditional "grading" system.

Members of the Planning Committee realize that these benchmarks and standards will need to be assessed over time. Therefore, a variety of assessment techniques will be used as part of the regular classroom and the overall program assessment plan. Externally developed traditional tests will also be administered to Charter School pupils, providing additional information to help determine that teacher assessments are reliable and valid. Specifically, yearly standardized measures will provide a grade-level rating:

- in grade 1-2, the Stanford Diagnostic Test will be administered;
- in grades 3-4, 5-6, and 7-8, McGraw Hill's Terra Nova will be administered in reading, writing and mathematics.

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

For teachers at Charter School, instructional strategies are also changing. To assist Charter School staff in meeting the challenge of instructional design in a technology-based learning environment, we have partnered with Discourse Technologies, Inc. (Discourse). Discourse is a client-server GroupWare application that serves as an instructional delivery, communication and management tool in the teacher-led classroom. The

primary goal of Discourse is to improve not only the quality and effectiveness of pupil-teacher interaction, but also the teacher's ability to measure, record and enhance pupil learning.

Discourse GroupWare demands pupil engagement and keeps everyone thinking, not just "class leaders". Less confident pupils get an outlet to express themselves, while easily distracted pupils can no longer hide. And when everyone is on task and actively engaged in learning, the result is improved academic performance. Discourse GroupWare provides real-time, two-way feedback, such that:

- teachers know immediately who is following the lesson and who is not; no need to wait for the unit test.
- pupils can see if their answers are right, and can correct their mistakes on-the-spot.
- teachers can adjust their lesson plans on-the-fly to accommodate the pace of learning in the class.

Using Discourse also facilitates management and documentation: Every pupil's work can be saved for portfolios and parent review; teachers can easily manage small groups working on different tasks, and; extensive reporting features save time on test grading and assessment.

Educational consultants from Discourse will work with Charter School staff to identify professional development needs and execute the comprehensive plan of implementation, achievement and assessment. The Discourse organization has an on-going research and development program, conducted by the University of Minnesota, to ensure that their software products stay on the cutting edge of both instruction and technology.

In addition, the Professional Development Center of Marquette University's School of Education has committed to collaborate with the staff of Charter School, providing ongoing support in an effort to improve the quality of instruction, as well as the rigor and relevance of the curriculum.

D. Charter School Shall Use the Following Local Measures and Standardized Tests to Measure Pupil Progress Under Sec. 118.01, Stats.

Charter School shall use the following standardized tests and local measures to measure pupil progress under sec. 118.01, Stats.

- STANDARDIZED TESTS

Charter School shall administer such standardized tests as may be required under sec. 118.40(2r)(d), Stats. or other state law.

In those grade levels 3 through 12 in which standardized testing is not required under sec. 118.40(2r)(d), Stats. or other state law, or in which only a standardized reading test is required, Charter School shall administer such standardized tests as may be required by CSRC.

While CSRC does not require that standardized tests be administered in grade levels 1 or 2 grades, CSRC encourages testing for reading in those grades and shall assist Charter School in selecting appropriate standardized tests for these grade levels should Charter School decide to administer standardized tests in grade levels 1 or 2.

Charter School shall report the results of standardized tests in two ways:

- composite scores, showing the gain in each class over the year-long period, e.g., a 5th grade class composite moving from 4.3 to 5.8;
- individual scores, showing the progress of each pupil, e.g., an individual 5th grader: 1.2 to 4.0 or 5.6 to 6.6.

An annual academic report shall be submitted to the CSRC by June 30th. Charter school shall pay all costs incurred in the administration, scoring and reporting on results of all examinations, including those required under sec. 118.40(2r)(d)(2), Stats.

Charter School shall be deemed by CITY to have performed satisfactorily from an academic standpoint if Charter School meets all of the three following criteria:

1. Maintain its local measures, showing pupil growth in demonstrating curricular goals,
2. Show a minimum class gain of one grade level, as measured by standardized tests, for all grades,*
3. Show more than a one grade level gain, as measured by standardized tests, for pupils whose prior performance was below grade level.*

- LOCAL MEASURES

Charter School shall use the local measures described in pages 25 through 26 Charter School Application to measure pupil progress under sec. 118.01, Stats.

- STANDARDS AND BENCHMARKS AS MEASURES OF ACADEMIC PROGRESS

Progress of pupil performance, as measured by rubrics for the curricular standards and benchmarks, is assessed as part of the daily instructional process. Both qualitative and quantitative data are collected.

- Pupil Outcome Objective:
At least 90% of pupils enrolled in Charter School throughout the academic year (for at least nine consecutive months), demonstrate competence in at least 80% of the designated curricular standards and benchmarks for their respective grade level, as measured by the appropriate rubric.
- Process Objective:

To develop for 100% of enrolled pupils an individualized, assessment-based educational plan, and to monitor each pupil's academic progress and update their plans regularly, based on both standardized measures of reading, writing, and mathematics, as well as daily teacher, parent and pupil assessments of performance.

- METHODS FOR DETERMINING IF GOALS ARE ACHIEVED

Ongoing review and analysis of pupil performance enable staff to examine progress and make constructive revisions in program activities based on direct feedback (Formative evaluation) and to measure Charter School's results against specific objectives at the end of each academic year (Summative evaluation). The primary formative evaluation questions include: Are pupils expected levels of achievement being met? Are even better results possible? What, if any, changes could be implemented to improve pupil performance? As an integral part of the instructional and assessment processes, these questions are asked daily, and pupils' academic progress is formally assessed for every child at least once every six weeks.

At the end of every academic year, pupil outcomes are compared to Charter School's objectives. The primary summative evaluation questions asked are: To what extent was each measurable objective met? What modifications (if any) could be made to improve achievement of pupils?

The Marquette University School of Education has committed to assist the staff of Charter School in the development and performance of the formative evaluation measures of Charter School's educational plan. In particular, they will collaborate with staff to develop the rubrics and examples of performance tasks or performance activities for each benchmark within the curriculum standards document. These rubrics will describe various levels of pupil knowledge and skills, and will include both qualitative and quantitative measures, including writing samples, videotapes of oral performances, exhibitions of projects, and portfolios, showing mastery of content and processes.

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

- GOVERNANCE STRUCTURE

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

Charter School Council assumes the fiscal and policy responsibilities for Charter School. The Council interviews and hires the Executive Director and the Instructional Leader. The Council approves all other hires for Charter School.

In a model of true site-based management, the Council is responsible for review of the school program, ensuring that the school remains true to its vision, and for making recommendations for modifications as necessary.

Charter Council is also responsible for the following activities:

- Charter accountability and revision.
- Selection of staff.
- Budget development and approval.
- School calendar.
- Overall school accountability.
- On-going review and adjustment of By-laws.

Charter Council consists of 14 members:

- 4 teachers (from different levels/specializations)
- 4 parents
- the Executive Director
- the Instructional Leader
- the Technology Coordinator
- a Parklawn Liaison from the Parklawn Resident Council or the Housing Authority for the City of Milwaukee
- a legal representative
- an accounting representative

Those members representing the parents, teachers and Parklawn are elected by their individual constituencies. The remaining members serve on the Council by virtue of their responsibilities to Charter School.

The Council meets monthly.

- **PARENTAL INVOLVEMENT**

Parental involvement strengthens the effectiveness and legitimacy of Charter School by providing meaningful involvement from the community it serves. Charter school recognizes that parents are the first and foremost teachers of the children we serve and they continue to play a very key role in the effective education of our pupils. Charter School encourages the participation of parents through the provision of resources and support, to increase parent knowledge, access, accountability and decision-making as a means for insuring the educational success of their children.

The parents of Charter School pupils have a clear and powerful voice in the governance of all aspects of the learning environment of the school – four (4) of the fourteen (14) seats on the governing Charter Council of Charter School are held by parents, elected by their peers. Furthermore,

a fifth seat on the Council is held by a representative of the Parklawn Resident Council and will likely also be a parent of a Charter School pupil.

Parent participation on the Council will insure significant parental input into the development of all policies, plans, and procedures that impact on the education of Charter School pupils.

All parents are expected and encouraged to participate in the monthly parent meetings and special events. Furthermore, parents are expected to attend at least three parent conference meetings per year with their child's teachers.

When Charter School is fully operational, 2000-2001, the facility will house a Parent Resource Center (PRC), with a paid staff of parents. This PRC will serve as the single point of access for parent concerns and information. The primary goal of the parental staff will be to foster the development of parent involvement. In particular, the PRC staff will provide program activities that enable other parents to improve their skills as involved parents, and disseminate information about the educational program of Charter School. One of the first tasks of the PRC staff will be to develop for themselves a Parent Involvement Plan to accomplish the above stated goals.

Annually, a survey of all parents will be conducted by the parent staff of the PRC, with the assistance of the Executive Director and Charter School staff, primarily to determine the level of satisfaction of parents with the education their children are receiving. In addition, this survey will be used to identify the needs and further interests of parents so that future activities of the PRC can better serve their needs as well as the academic achievement of their children.

Parents are always welcome in Charter School.

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

Charter School shall ensure that instructional staff of Charter School all hold a license or permit to teach issued by the Wisconsin Department of Public Instruction (hereinafter, DPI). Charter School further describes the qualifications of its teaching staff as:

Furthermore, Charter School faculty will consist of successful urban educators who thrive on innovation and challenge. Their role in the classroom will be nontraditional, responsible for arranging resources and learning opportunities for children and facilitating educational experiences. Characteristics of Charter School personnel include:

- experience and success teaching in an urban school;
- possession of personal qualities that make the learning environment a nurturing one;
- the ability to structure the learning environment so that young people feel safe and free to learn;

- training in child development and constructivist models of instruction;
- an understanding of a teacher's role as guide; teacher as facilitator of learning;
- holding a Bachelors Degree from an accredited college or university;
- holding or seeking the appropriate license/certification required by the Department of Public Instruction.

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

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

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

Charter School shall periodically advertise its nondiscrimination policy. Charter School shall be located in the Parklawn Housing Development and it is expected that a substantial number of Charter School's pupil population will be residents of the Parklawn neighborhood. However, Charter School shall also target its marketing efforts in neighborhoods which may be unrepresented in Charter School's pupil population.

I. The requirements for admission to the school.

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

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

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

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

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

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

- AUDIT REQUIREMENTS

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

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

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

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

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

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

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

K. The procedures for disciplining pupils.

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

Each member of Charter School community is valued and appreciated. Therefore, it is expected that all Charter School members will treat each other with respect, and will act at all times in the best interest of the

safety and well being of themselves and others. Any behaviors that detract from a positive learning environment are not permitted, and all behaviors that enhance and encourage a positive learning environment are appreciated as an example of how we can learn from each other. In particular:

- All Charter School pupils are expected to conduct themselves in a manner consistent with the goals of the school, and to work in cooperation with all members of the Charter School community to improve the educational atmosphere of the school.
- Pupil behavior should always reflect a seriousness of purpose and a cooperative attitude, both in and out of the classroom. Any pupil behavior that detracts from a positive learning environment and experience for all pupils will be recorded on a Student Behavioral Referral form which is sent to the Guidance Counselor for appropriate administrative action.
- Pupils are obligated to show proper respect to their teachers and peers at all times. Disrespectful words and attitudes have no place in Charter School.
- All pupils are given ample opportunity to take responsibility for their actions and to change unacceptable behaviors.

All pupils are entitled to an education free from undue disruption. Pupils who willfully disrupt the educational program shall be subject to the discipline procedures of the Charter School.

- PUPILS IN NEED OF DISCIPLINE

A disruptive pupil is one who:

- does not respect the rights and property of other pupils and staff
- threatens other pupils and/or staff or any person in authority
- does not possess the self-discipline necessary to function in a classroom environment
- leaves the school grounds without permission.

- THE ROLE OF PARENTS AND STAFF IN DISCIPLINING PUPILS

We acknowledge that parents have the ultimate responsibility for their children's in-school behavior, therefore parents will be notified of any inappropriate behavior on the part of their children. Furthermore, while we acknowledge that children misbehave occasionally, a pupil is defined as "disruptive" if he/she continually and willfully interferes with the learning process in the classroom.

If a pupil is interfering with or disrupts the learning process of others, the teacher will give the child:

- a reminder of the rule
- redirection of behavior
- a restatement of consequences

If this fails to correct the behavior, the following actions may occur:

- The child may be given a time-out in an area of the room where he/she cannot continue the disruption, but will still be involved in the learning process.
- The child may temporarily visit another classroom to continue the learning process.
- The teacher may contact the parent/guardian.
- The teacher may schedule a meeting of Charter School's disciplinary team to work out solutions/strategies. Parents will be invited to attend the meeting.
- Parent(s) may be invited and encouraged to spend the day in the classroom to supervise their child's behavior.
- Parents will sign a contract agreeing to this discipline partnership prior to enrollment.

While it is not possible to anticipate and categorize all possible infractions, the following list of inappropriate behaviors is intended to provide basic guidelines for pupil misbehavior. Pupils who engage in these and similar type behaviors will receive Student Behavior Referrals:

- disrespectful behavior toward Charter School staff or fellow pupils.
- disruptive behavior.
- failure to follow instructions given by faculty or staff.
- inappropriate interaction with fellow pupils
- use of tobacco products within the school building or on school grounds.

- **GROUNDS FOR SUSPENSION AND EXPULSION**

Pupils and parents should be aware that certain actions which show a gross neglect for the integrity and reputation of the school and its responsibility to provide an orderly and safe environment for all pupils may necessitate immediate and serious disciplinary action. Sanctions for these activities shall include immediate suspension for one or more days with parental notification, and possible expulsion.

- flagrant disrespect shown to a teacher, staff member or fellow pupil.
- fighting.
- vandalism.
- possession of any firearm, knife, explosive or other dangerous object in school or on school grounds. [Note: any object used in a threatening manner shall be considered a weapon, even if its normal use is not as a weapon.]

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

As required by sec. 118.40(6), Stats: "Program voluntary. No pupil may be required to attend a charter school without his or her approval, if the pupil is an adult, or the approval of his or her parents or legal guardian, if the pupil is a minor." A pupil who is

a resident of the City of Milwaukee, who, or whose parents or legal guardian, does not choose to attend Charter School, may attend a school operated and managed by the Milwaukee Board of School Directors.

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

• FACILITIES

Charter School shall be located in the Parklawn Housing Development. Construction on the school facility is scheduled to begin in Spring of 1999 and it is anticipated that the facility will be fully completed by the start of the 2000-2001 school year. This facility shall be the permanent facility of Charter School. It is understood that Charter School may conduct its educational program under this Contract in temporary trailer classroom space during the 1999-2000 school year. Charter School shall immediately notify CSRC when a temporary facility has been secured for the 1999-2000 school year. Charter School represents that the facility utilized to conduct the educational program during the 1999-2000 school year shall be adequate to serve a pupil population of 240. Charter School represents that the permanent school facility shall be adequate to serve a pupil population of 480. Charter School shall notify CSRC in writing at least 30 days prior to the anticipated move into the permanent facility. CSRC shall view the temporary and permanent facilities to ascertain their appropriateness to operate the Charter School contracted for under this Contract. Charter school represents that the temporary facility used during the 1999-2000 school year and the permanent facility will meet all required fire and building safety codes. Charter School shall assume full responsibility for the cost of providing and maintaining its facilities.

In the event Charter School anticipates relocating its school from its permanent facility, 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 an occupancy permit for school usage to provide the educational program under this Contract prior to the start of the first day of pupil attendance. Failure to obtain the necessary permit by that date may result in termination of this Contract by CITY.

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

• INDEMNIFICATION

Charter School shall defend, indemnify and hold harmless CITY, its agents, board members, officers, and employees (the "indemnitee") from and against any and all claims, demands, actions, causes of action, damages and claims of any kind, including but not limited to those for bodily injuries, personal injuries or damages and reasonable attorney fees, arising out of or in any way related to or associated with this Contract or the operation of the Charter School Program, that is or may be brought or maintained by any individual or entity against the indemnitee, except those caused solely by the negligence of the indemnitee. This

indemnification obligation shall not be reduced in any way by the existence or nonexistence, limitation, amount or type of damages, compensation or benefits payable under worker's compensation laws or other insurance provisions. Under no circumstances is CITY's recovery limited due to the fact that CITY is named as an additional insured under any of the Charter School's insurance policies.

- **INSURANCE**

Charter School shall obtain insurance coverage as described below:

Fidelity Bond

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

Worker's Compensation

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

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

Commercial General Liability

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

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

Auto Liability

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

Combined Single Limit	\$1,000,000 each accident
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Umbrella

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

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

School Leaders Errors & Omissions

Aggregate Limit	\$1,000,000
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All policies, with the exception of the School Leaders Errors & Omissions policy, shall be written on an occurrence form.

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

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

N. The effect of the establishment of the Charter School on the liability of 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 the Charter School Program are the responsibility of DPI. DPI is obligated under sec. 118.40(2r)(e), Stats. to make payment directly to the Central City Cyberschool, Inc., or its successor, in

September, December, February, and June of each year Charter School participates in the Charter School Program under sec. 118.40(2r), Stats. If, for whatever reason, DPI fails to make any and/or all of such payments to Charter School, CITY, its officers, agents, and employees shall have no responsibility whatsoever to make such payments to Charter School.

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

O. Fees for Contract Administration.

Charter School shall pay to CITY any and all reasonable fees that may be assessed from time to time by 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. Nonsectarian means that Charter School does not include a pervasively religious curriculum and is not sponsored, administered, or funded by any religious group or organization.

Q. Pupil Tuition and Fees.

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

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

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

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

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

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

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

1. Instruction or registration.
2. Books.
3. Teacher salary.
4. Buildings, maintenance or equipment.
5. Courses credited for graduation.
6. Computers or microfilm readers.
7. Transportation required under s. 121.54(8), Stats.

Notwithstanding the above, Charter School may charge a refundable deposit for computers taken home by pupils. If Charter School does charge a refundable deposit, Charter School shall not deny a pupil the opportunity to take a computer home if that pupil is unable to pay the refundable deposit. Further, if Charter School does charge a refundable deposit, Charter School shall not assign work to be done on a computer in the pupil's home that is required or credited toward graduation.

R. Non Discrimination.

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

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

Charter School shall comply with the following state and federal laws and regulations as those laws apply to public 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).
2. Title IX of the Education Amendments of 1972, 20 U.S.C. secs. 1681 et seq. (prohibiting discrimination on the basis of sex).
3. The Age Discrimination Act of 1985, 42 U.S.C. secs. 6101 et seq. (prohibiting discrimination on the basis of age).
4. Sec. 504 of the Rehabilitation Act of 1973, 29 U.S.C. sec. 794 (prohibiting discrimination on the basis of handicap) and the Americans with Disabilities Act. 42 U.S.C. sec. 12101, et seq.
5. Family Education Rights and Privacy Act, 20 U.S.C. sec. 1232g and sec. 118.125, Stats., (regarding protection of pupil records).
6. The Drug-Free School and Communities Act of 1986, 20 U.S.C. secs. 3171 et seq.
7. All federal and state constitutional guarantees protecting the rights and liberties of individuals, including freedom of religion, expression, association, against unreasonable search and seizure, equal protection, and due process.
8. 20 U.S.C. sec. 1400 et seq., Individuals With Disabilities Education Act.

S. Background Screening.

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

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

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

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

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

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

U. Calendar.

Charter School shall operate under the calendar for the 1999-2000 school year which is attached hereto as **Appendix A** and incorporated herein by reference. Charter School shall provide CSRC with a school year calendar for an upcoming school year prior to the conclusion of the preceding school year.

II. TERM AND MODIFICATION OR TERMINATION OF CONTRACT

A. Term.

The term of the contract is five (5) school years commencing with the 1999-2000 school year and ending on the last regularly scheduled school day in the 2003-2004 school year. This Contract is contingent on the approval of the Common Council of the City of Milwaukee. This Contract shall become effective upon approval by the Common Council and execution by all appropriate persons.

B. Modification.

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

C. Probation.

Charter School shall be placed on a one-year probation if it fails to meet any two of the following three criteria:

1. Maintain its local measures, showing pupil growth in demonstrating the curricular goals.
2. Show a minimum class gain of one grade level, as measured by standardized tests, for two-thirds of the grades in the school.*
3. Show more than one grade level gain, as measured by standardized tests, for the majority of pupils whose prior performance was below grade level.*

D. 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 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 sec. 118.01, Stats. 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.
 5. CITY determines that Charter School has violated sec. 118.40, Stats.
- BY CHARTER SCHOOL:
 6. Charter School does not receive a payment from DPI required to be made under sec. 118.40(2r)(e), Stats.

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

CSRC shall 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 any one of the following three criteria:

1. maintain their local measures, showing pupil growth in demonstrating the curricular goals;
2. show a minimum class gain of one grade level, as measured by standardized tests, for one-half of the grades in school*;
3. show more than a one grade level gain, as measured by standardized tests, for at least one-third of the pupils whose prior performance was below grade level.*

CSRC shall recommend to CITY that this Contract be terminated under the third ground (because pupils have failed to make sufficient progress) if, after a one-year probation, Charter School continues to fail to meet two of the three criteria set forth in II.C. of this Contract.

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.

III. CONTRACT ADMINISTRATION, NOTICE AND PROVIDING OF INFORMATION

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

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

TO CITY OR CSRC:

Charter School Review Committee
 200 East Wells Street, Rm. 606
 Milwaukee, WI 53202
 Attn: Mr. David Riemer
 Department of Administration

TO Charter School:

Dr. Christine J. Faltz
 Executive Director
 Central City Cyberschool of Milwaukee
 2517 North 47th Street
 Milwaukee, WI 53210

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

IV. STATUTES

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

V. SEVERABILITY

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

VI. CHARTER SCHOOL APPLICATION

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

VII. APPENDICES

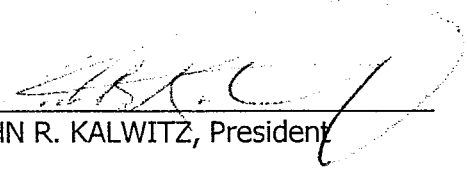
The following documents are hereby made apart of this Contract and Charter School agrees to abide by all the terms and conditions herein.

Appendix A: Charter School Calendar for 1999-2000 School Year

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

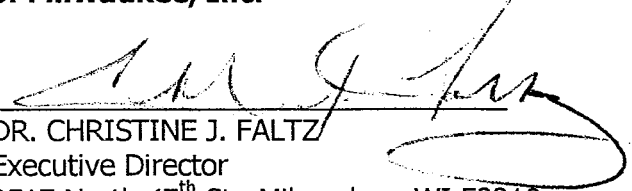
* These requirements do not apply to schools whose entire pupil population is in grade 1 or below. For those schools to which these requirements do apply, pupils in grades 1 and 2 need to show progress on the reading instrument only.

APPROVED:
CITY OF MILWAUKEE,
acting by its Common Council

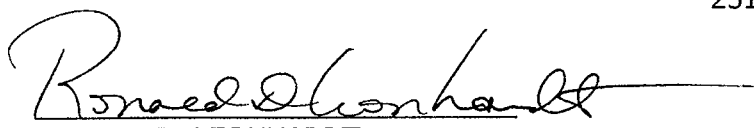


JOHN R. KALWITZ, President

APPROVED:
CHARTER SCHOOL:
Central City Cyberschool
of Milwaukee, Inc.

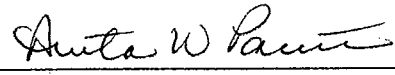


DR. CHRISTINE J. FALTZ
Executive Director
2517 North 47th St., Milwaukee, WI 53210



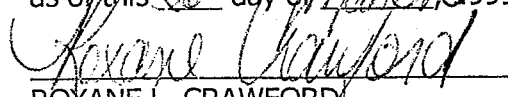
RONALD D. LEONHARDT
City Clerk

COUNTERSIGNED:

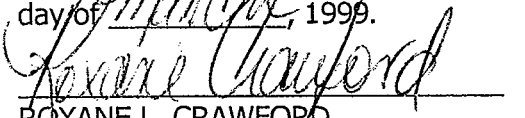


W. MARTIN MORICS
City Comptroller *gjb*

Approved as to form and execution
as of this 30th day of March, 1999.



ROXANE L. CRAWFORD
Assistant City Attorney
RLC/ksk
03/2/99
18707

Approved as to content this 30th
day of March, 1999.


ROXANE L. CRAWFORD
Assistant City Attorney