

DRAFT Jan. 24, 2020

CHARTER SCHOOL CONTRACT RENEWAL

SCHOOL OF TECHNOLOGY & ARTS CHARTER SCHOOL (SOTA I) BY

SCHOOL DISTRICT OF LA CROSSE
Board of Education La Crosse, Wisconsin

AND

SCHOOL OF TECHNOLOGY & ARTS I STEERING COMMITTEE

May 2020

CHARTER SCHOOL CONTRACT BETWEEN
THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF LA CROSSE
AND
SCHOOL OF TECHNOLOGY & ARTS I CHARTER SCHOOL

THIS CONTRACT is made by and between the School District of La Crosse and the governing board of the School of Technology and Arts I.

RECITALS

WHEREAS, the State of Wisconsin allows for the establishment of charter schools pursuant to the provisions of Wis. Stat. §118.40;

WHEREAS, the District is authorized by Wis. Stat. §118.40(2m)(a) [and 118.40(8) for Virtual Charter Schools] to contract on its own initiative, with an individual or group to operate a school as a charter school; and

WHEREAS, the Parties have successfully negotiated this Contract, which, in accordance with Wis. Stat. §118.40(2m), contains all of the provisions specified under Wis. Stat. §118.40(1m)(b)1-15, as well as separate and additional provisions; and

WHEREAS, in negotiating this Contract, the Parties have considered the principles and standards for quality charter schools established by the National Association of Charter School Authorizers.

WHEREAS, the District is authorized by Wis. Stat. § 118.40(3)(c) to enter into an agreement under Wis. Stat. § 66.0301, to authorize a charter school;

WHEREAS, the District is authorized by Wis. Stat. § 118.40(8) to enter into an agreement with an entity to authorize a virtual charter school; [if the virtual charter school is authorized by a 66.0301, use the language above and make applicable to virtual charter school]

NOW THEREFORE, As contemplated under Wis. Stat. § 118.40, the Board of Education of the School District of La Crosse (SDLAX), hereby wishes to renew the charter school known as the School of Technology & Arts I Charter School (SOTA I).

The Superintendent, on behalf of and with the approval of the Board of Education of SDLAX, hereby establishes this Contract with SOTA I and thus hereby authorizes the

DRAFT Jan. 24, 2020

implementation of the operation of the charter school commensurate with its policies and state statutes; and

In consideration of this charter, the Board of Education of SDLAX and SOTA I hereby agree as follows:

Under the authority of Wis. Stat. § 118.40, SDLAX, with the approval of the Board of Education, hereby grants to SOTA II Steering Committee (S2SC) a charter to operate SOTA II under the terms and conditions of this Contract.

ARTICLE ONE: DEFINITIONS

Section 1.1 For purposes of this contract, in addition to the terms defined throughout the contract, each of the following words or expressions, whenever initially capitalized, shall have the following meanings:

1. "Administrators" means the administrative team of the Charter School.
2. "Applicable Law" means all federal, state, and local law now or in the future applicable to Wisconsin charter schools, including virtual charter schools.
3. "Charter School" and "School" mean a school to be known as the School of Technology and Arts I ("SOTA I") located at 1111 7th Street South, La Crosse, WI 54601.
4. "Charter School Administrator" means the Administrator of the Charter School.
5. "Day" shall mean calendar day
 - a. The first day shall be the day after the event, such as receipt of a notice.
 - b. Each day after the first day shall be counted, except that a Saturday, Sunday, or legal holiday shall not be counted if it would be the final day of the period.
6. "Department" means the Department of Public Instruction of the State of Wisconsin.
7. "District" means the School District of La Crosse, as well as any successor to it that may have jurisdiction over or statutory duties with respect to the Charter School.
8. "Governance Board" means the SOTA Steering Committee ("SSC") - the Board of Directors of the Charter School.
9. "Operational Budget" means the report created by the Charter School Administrator and Governance Board detailing the funding needs for the Charter School including any expected additions to or subtractions from the Charter School fund balance.
10. "Parties" means the Board of Education of the School District of La Crosse and the Charter School Operator, through their designated representatives.
11. "SDLAX" shall mean the Board of Education of the School District of La Crosse, or its designee.
12. "Superintendent" means the Superintendent of the School District of La Crosse or any designee of the Superintendent.
13. "Teacher(s)" means an appropriately licensed teacher(s) for the Charter School.

ARTICLE TWO: PARTIES, AUTHORITY, AND RESPONSIBILITIES

Section 2.1 On behalf of the Charter School, the Governance Board or the Board's designee, shall exercise all oversight responsibilities as set forth in this Contract.

Section 2.2 The Governance Board shall be responsible and accountable for implementing the duties and responsibilities associated with the Charter School established under this Contract.

Section 2.3 The Parties agree that the establishment of the Charter School shall have no additional or unique effect on the general liability or obligations of the District other than those obligations specifically undertaken by the District herein.

Section 2.4 The Governance Board shall have authority to establish additional charter schools upon written approval of the District and pursuant to all Applicable Law.

Section 2.5 The District shall comply with all Applicable Law in authorizing the Charter School.

ARTICLE THREE: TERMS REQUIRED UNDER WIS. STAT. §118.40 (2m)(a)

Section 3.1 The name of the legal entity seeking to establish the Charter School.

The SOTA Steering Committee seeks to establish the School of Technology and Arts I within the School District of La Crosse.

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

Benjamin Burns, Principal of School of Technology & Arts I (SOTA I). On behalf of the School District of La Crosse (SDLAX) and the parents, students and staff of SOTA I, I hereby request that the La Crosse Board of Education renew the charter of the School of Technology & Arts (SOTA I) and be an instrumentality of the school district in which it is located per Wis. Statutes § 118.40(7)(a).

The Charter School Administrator will supervise and coordinate the daily operation of the Charter school with school staff and will work closely with and report to the Governance Board to ensure the Charter School meets the educational goals set forth in this Contract. Administrative services will be provided by the District in the same manner as they are provided to other District schools, including but not limited to: accounting and business operations; providing instructional materials; providing other administrative and student services in a manner and proportion that the District provides to support other SDLAX high schools.

As part of this request, a charter school must meet all the requirements set forth in Wis. Statute § 118.40(1m)(b) and the responses to these requirements are as follows:

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

The School of Technology & Arts I (SOTA I) is organized around the following constructs:

- Multi-aged, continuous progress classrooms,
- Assessment by performance, product, and/or demonstration,
- Joint staff -parent school governance in the form of collaboration, and
- Emphasis on the integration of the fine arts and technology.

Section 3.4 The methods the Charter School will use to enable pupils to attain the educational goals under Wis. Stat. §118.01.

Students in SOTA I are expected to attain the same educational goals that are expected of all district pupils. Staff are required to follow the approved curricula of the district, which therefore complies with this statute.

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

Pupil progress at SOTA I will be measured in the same manner that is required of other district pupils. SOTA I students will participate in all district and state testing programs that may be required. Since SOTA I is a non-graded school, students in SOTA I will participate in grade level testing programs by assigning students to take the test as if they attended a graded school at the time the tests were administered.

Section 3.6 The governance structure of the Charter School, including the method to be followed by the school to ensure parental involvement.

The SOTA I school adheres to all procedures and policies of the School District of La Crosse. Parental involvement is ensured through the SOTA I Steering Committee, which is an interactive teacher/parent led group. The main objective of the committee is to promote parental involvement in building the partnership between parents, school, and the community in educating our children. The group also works to facilitate communication between parents and the staff in order to promote parental involvement in the decision making process.

Section 3.7 Subject to Wis. Stat. § 118.40(7)(a), 118.19(1) and 121.02(1)(a)2, the qualifications that must be met by the individuals to be employed in the Charter School.

All personnel involved in SOTA will be employees of the district and will meet DPI licensing requirements, possess a DPI license and are subject to district employee policies.

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

SOTA I shall follow all health and safety guidelines, policies, rules, and statutes established now, or in the future, by SDLAX. This shall include, but is not limited to: conducting fire drills, severe weather shelter drills, lockdown drills, development of a building security plan, immunization requirements, and addressing cleanliness of the site and classrooms. SOTA I students shall have access to the District's health services. SOTA I shall comply with local, state, and federal laws, regulations, and codes pertaining to the health and safety of the SOTA I students.

Section 3.9 The means by which the Charter School will achieve a racial and ethnic balance among its pupils that is reflective of the District's school-age population.

The school will strive to achieve a racial, ethnic, and socio-economic balance that is reflective of the district's student population. Efforts to achieve the balance will be made through the enrollment process. All students within the district have access to the school. Students will be admitted through the School District of La Crosse in-district choice selection criteria for SOTA I,

Coulee Montessori, North Woods International School, Summit Environmental School, Northside 45-15, and Hamilton 45-15, which is as follows.

1. Enrollment may not exceed the school's targeted number. The targets will be determined by the district, based on space available and average class size in the grade levels.
2. "In-district choice" selection will follow a three-tier timeline during the year:
 - a. 1st selection made in December
 - b. 2nd round in April (if not full)
 - c. 3rd round is ongoing (if not full) – applications taken anytime
3. Once selections are made, parents will be asked to recommit to attending the school. If they have changed their minds, slots will open up for the next selection.
4. Waiting lists will be kept on file and addressed on the above timelines. Waiting lists will not be carried over from year to year.
5. Parents may apply for more than one choice school, but they must indicate a priority order.
6. The principal will use the following criteria to determine approval of the request:
 - a. Can the child's needs be met at our school? For example, every attempt will be made to meet the needs of students identified with disabilities, though the school may not be able to meet more significant needs.
 - b. Out-of-district applicants will apply after in-district priority placement is made (the second round).
7. Transportation will be provided at elementary school pick-up points per busing routes and regulations.
8. Information and application materials will be available to parents through the choice schools, as well as the District Welcome Center located at the Hogan Administrative Center. Tours will be available upon request at the choice school.

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

Students are admitted to SOTA I through the School District of La Crosse in-district choice selection criteria (see #9) and are under the same admission and placement policies as for other School District of La Crosse students.

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

The SDLAX Board of Education shall contract for an annual audit of the financial operations of SOTA I. All financial operations of the school must be in accordance with SDLAX policies, state and federal law, business practice, and rules, unless expressly granted a waiver from them by SDLAX, to the extent permissible.

Section 3.12 The procedures for disciplining pupils.

Students in SOTA I will be disciplined in a manner that would be expected of all district students. The Student Code of Rights and Responsibilities and related Administrative and Board of Education policies will be followed.

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

Students residing within the district that do not wish to attend or be admitted to this charter school will attend the public school that they would be assigned according to Board of Education policies. Students will be denied enrollment in SOTA I if the school is at capacity. The student would be placed on a waiting list by lottery and would be invited to enroll if an enrollment slot becomes available during the school year.

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

SOTA I is presently housed at Hamilton Elementary School and SOTA I students have access to all school facilities that are available to other students that attend Hamilton Elementary School. All district liability insurance and other insurances presently available to students, parents and staff at all other district facilities would be available to SOTA I students, parents and staff as well.

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

The Charter School is an instrumentality of SDLAX and, as such, is covered under SDLAX's general liability policy. The SDALX Board of Education shall assume the liability of the charter school in the same manner and to the same degree the SDLAX Board of Education assumes the liability with regard to its other schools, school programs, school employees, school volunteers, etc.

ARTICLE FOUR: EXEMPTIONS FROM REQUIREMENTS

Section 4.1 The Charter School will take all allowable exemptions provided by Applicable State Law in order to maximize flexibility in the Charter School Program. This includes, but is not limited to, length of school day, number of days and hours, library and media services, number of clock hours for instruction, graduation requirements, and attendance.

Section 4.2 The Charter School will be exempt from the District policies listed below.

1. Length of School Day – Wis. Stat. § 120.12(15) requires school boards to establish rules for scheduling hours in a normal school day. The Governance Board may propose to the SDLAX Board of Education a daily, weekly, and annual schedule for the Charter School that is different than other SDLAX schools. The SDLAX Board of Education shall consider the proposal and approve it so long as it does not create an undue financial hardship on SDLAX, such as with regard to the costs associated with transportation or facilities.
2. Number of Clocks Hours for Instruction – Wis. Admin Code § PI-18.05 (1)(b): The Governance Board may propose to the SDLAX Board of Education different clock hours for the Charter School students. The SDLAX Board of Education shall consider the proposal and approve it so long as it does not create undue financial hardship on SDLAX, such as with regard to the costs associated with transportation or facilities.

ARTICLE FIVE: OTHER TERMS COVENANTS AND CONDITIONS

While some of the provisions in the following articles (Five through Ten) are not required by statute to be stated in the contract, the law requires that the parties follow many of the practices addressed in these articles. Accordingly, it is to the benefit of both parties to have a clear agreement regarding these issues. The contract must include a provision regarding the amount of payment from the authorizer to the Charter School - See section 5.8.

Section 5.1 Students will be held accountable for their actions and behavior while participating in the Charter School's learning activities, on field trips, and when visiting the school buildings and neutral sites, and are expected to comply with the code of conduct and applicable Charter School policies. Teachers, other staff, and students will be subject to policies established by the Charter School and District for maintaining decorum in the classroom and on site in order to provide an appropriate educational and safe environment for all staff and students.

Section 5.2 The Charter School shall be nonsectarian in its programs, admissions policies, employment practices, curricular materials, and operations.

Section 5.3 The Charter School shall not charge tuition.

Section 5.4 Special education and related services.

Special education and related services will be provided by the District pursuant to the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act (Section 504). The District shall serve children with disabilities in the Charter School in the same manner as it serves children with disabilities attending other District schools, and shall provide funds under this subchapter to the Charter School on the same basis as it provides funds under this subchapter to other District schools, including proportional distribution based on enrollment of children with disabilities, and at the same time as it distributes other federal funds to the District's other schools.

The District shall remain the Local Educational Agency for all students who qualify for an individualized educational program under IDEA.

Charter School Administrators, Teachers, and staff shall participate in staff development opportunities provided by the District pertaining to IDEA, Section 504, and the Americans with Disabilities Act.

Section 5.5 The Charter School shall comply with Applicable Law, which may change and include, but is not limited to:

- A. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d 2000d 7;

- B. Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq.;
- C. Age Discrimination Act of 1985, 42 U.S.C. §6101 et seq.;
- D. Sec. 504 of the Rehabilitation Act of 1974, 29 U.S.C. §794 and the Americans with Disabilities Act, 42 U.S.C. ss. 12101 12213.
- E. Individuals with Disabilities Education Act, 20 U.S.C. §1400 1485 et seq.
- F. 20 U.S.C. s. 1232(g) of the General Education Provisions Act, 20 U.S.C. §1221 1234i;
- G. Drug-Free Workplace Act, 41 U.S.C. 701 et seq.;
- H. Asbestos Hazard Emergency Response Act, 15 U.S.C. §2641 2655; and
- I. Every Student Succeeds Act of 2015, and its implementing regulations, 20 U.S.C. §1177 et. seq.

If Applicable Law requires the District to take certain actions or establish requirements with respect to the Charter School, the Charter School shall cooperate with those actions and comply with those requirements.

Section 5.6 In the event the Charter School seeks to sell or otherwise dispose of property purchased with monies from the District's annual per student allocation as set forth in Section 5.8.

Section 5.7 All Charter School employees (including Teachers and other staff) and volunteers, shall be subject to background screening as deemed appropriate by the District, consistent with Applicable Law. The Charter School shall not assign any employee or volunteer, to teach or otherwise have access to students until the District or its designee investigates and determines there is nothing in the disclosed background of the employee or volunteer that would render the employee or volunteer unfit to teach or otherwise have access to pupils of the Charter School including, but not limited to, conviction of a criminal offense or pending charges which substantially relate to the duties and responsibilities assigned to the employee, including volunteers.

Section 5.8 The Charter School shall first provide notice to the District of its intent to dispose of property. Upon receiving notice, the District shall have the right of first refusal to purchase such property at fair market value. In the event the District does not exercise this right within thirty (30) days after receipt of notice, the Charter School may sell or otherwise dispose of such property in accordance with all Applicable Law. In no event shall the Charter School donate property to any organization or governmental body other than the District. In the event the Charter School seeks to sell or otherwise dispose of

property purchased with monies raised by the Governance Board, the Charter School shall not be required to provide notice to the District and may sell or otherwise dispose of such equipment in accordance with all Applicable Law.

Section 5.8 In return for state aids generated by the Charter School, the District agrees to provide an annual allocation per student for students enrolled in the Charter School as of the Third Friday of September equal to a minimum of 80 percent of the revenue received per student for the 2020- 2021 school year. This amount will then be reduced by the staff salaries and benefits. The remaining funds shall be used for the Charter School's Operational Budget for the following school year. The Parties will review and renegotiate the allocation per student on an annual basis with the minimum amount being determined prior to the start of the school year. If the Parties cannot agree on the allocation per student, the allocation shall be no less than the previous year's revenue share.

Section 5.9 Not less than 45 days after the close of the open-enrollment period for the upcoming year of each year during the term of this Contract, the Charter School Administrator and the Governance Board shall develop and submit to the District an Operational Budget for the Charter School based upon projected enrollment. Upon District approval, operational funds shall be available to the Charter School at the same time and in the same manner they are made available to other schools within the District. In addition, the District shall comply with all federal funding requirements in allocating federal funds to the Charter School.

Section 5.10 In the event the Charter School incurs additional costs due to increased enrollment or unforeseen operational expenses or capital expenditures after submission of the Operational Budget, the Charter School shall provide written notice to the District and submit to the District a revised Operational Budget. Upon receipt, the Parties shall convene a committee made up of the Superintendent, Executive Director of Business Services, Charter School Administrator, and Governance Board President to review the revised Operational Budget and to negotiate in good faith regarding the request for additional funds. In no event shall the amount of additional funds provided to the Charter School affect the following year's allocation of revenue as set forth in section 5.8. Any unused operational funds allocated pursuant to this provision shall be returned to the District at the end of the school year.

Section 5.11 The Charter School shall be eligible to receive remedial services, information technology services, student support services, and testing/assessment services available to other schools in the District, in a manner consistent with the distribution of such resources to other programs in the District.

Section 5.12 The Charter School may assess student fees in accordance with Applicable Law and District policies for activities such as field trips and extracurricular activities according to policies developed by the Governance Board. The Charter School may not

prohibit an enrolled student from attending the Charter School, or expel or otherwise discipline such student, or withhold or reduce the student's grades, diploma or transcripts because of unpaid fees permissibly charged under this Section.

Section 5.13 The District will provide transportation to Charter School students.

Section 5.14 Students in the Charter School will participate in the District's School Lunch program. Further, Charter School students will be eligible for free and reduced lunch according to the same federal guidelines and in the same manner as all other District students.

Section 5.15 The Charter School shall permit any designee(s) of the Superintendent to visit or inspect the Charter School facilities at any time during the term of this Contract, provided that such inspection shall not interfere with the orderly and efficient operation of the Charter School.

Section 5.16 Subject to Applicable Law, all Charter School records, including student records, will be maintained and retained in compliance with District policy. The Governance Board shall grant any designee(s) of the Superintendent upon reasonable notice the right to inspect and copy at cost any and all Charter School records and documents including, but not limited to, student records, at any time within normal business hours during the term of this Contract. Such inspection shall not interfere with the orderly and efficient operation of the Charter School or otherwise unduly burden the School staff and shall comply with all Applicable Law regarding student records.

Section 5.17 The Charter School shall comply with District procedures for the preparation and submission of grant applications and submit to the District copies of any grant applications made on behalf of the Charter School at the time the application is submitted to the funding authority.

Section 5.18 The Charter School shall provide to the District the data needed by the District for purposes of making the report to the state superintendent and the legislature required under Wis. Stat., §118.40 (3m) (f). If more than one charter school is operated under the contract, the charter school governing board reports to the District on each charter school separately.

ARTICLE SIX: JOINT RESPONSIBILITIES OF THE PARTIES

Section 6.1 Operation or Management Contracts and other Sub-Contracts

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

- A. The Governance Board shall submit to the District a copy of any proposed Operation or Management Contract and shall not enter into any such contract until the District shall have approved (or be deemed to have approved) the same. The District shall have 30 Days after receiving the proposed Operation or Management Contract to review the document and to deliver to the Governance Board a written statement approving or rejecting such contract. If the District does not within such 30 Days object in writing to the proposed contract, the contract shall be deemed approved. If the District rejects the proposed contract, however, the District shall also within the 30-Day review period hereunder advise the Governance Board in writing of its specific objections to the proposed contract. The Governance Board may thereafter modify (and remodify) the proposed contract and continue submitting the modified contract for the approval of the District, which approval shall not be unreasonably withheld, conditioned, or delayed.
- B. Every Operation or Management Contract shall: (i) be written and executed by both the Governance Board and the third party; (ii) contain the third party's covenant to submit to the District any documentation material to the District's efforts to assist the District in carrying out its oversight responsibilities; and (iii) provide that the third party shall, subject to Applicable Law, grant the District and the Governance Board the right to inspect and copy at cost any and all records and documents directly related to the terms and conditions of this Contract, including pupil records. In addition, every Operation or Management Contract with a third-party provider of educational management services shall specify the nature and methods of compensation for such third-party provider of educational management services and shall specify the methods and standards the Governance Board shall use to evaluate the performance of the third party.

Section 6.2 Performance Evaluations:

1. The District shall review the academic and financial performance of the Charter School annually. The measures used to evaluate the Charter School shall be consistent with all applicable measures used to evaluate the performance of all District schools. The Charter School Administrator and Superintendent will collaborate to develop the Charter School reporting procedure and timeline for reporting to the District.

2. At the end of each school year during the term of this Contract, the Charter School shall provide to the District the following:
 - a. Demographic data of school
 - b. Results of State Testing
 - c. Results of Annual School Report Card from previous year
 - d. Results of student growth via STAR Testing
 - e. Results of Staff and Parent Engagement Surveys

3. At the end of each school year during the term of this Contract, the Charter Schools shall provide to the District a report stating whether the Charter School met the standards set forth in the Department's accountability system. If the Charter School did not meet the standards, the report shall include a detailed plan for implementing all corrective requirements necessary for doing so.

4. In considering renewal of this Contract, the District shall give priority consideration to the Charter School's performance in the state's accountability system and student achievement.

ARTICLE SEVEN: NOTICES, REPORTS, AND INSPECTIONS

Section 7.1 Notices.

1. **Agendas and Meetings.** The Charter School shall provide to the District agendas and advance notice of all meetings of the Governance Board and its committees. Meetings of the Governance Board and its committees shall be governed by Robert's Rules of Order, Newly Revised and shall comply with Wisconsin Open Meetings Law for public entities, Wis. Stat. § 19.81, et seq.
2. **Governmental Agencies.** The Charter School shall promptly notify the District when the Charter School receives any correspondence from the Department or the United States Department of Education, or other governmental agency that requires a formal response, except that no notice shall be required of any routine, regular, or periodic mailings.
3. **Legal Actions.** The Charter School shall promptly report to the District any material litigation, threatened or filed, or formal court proceedings alleging violation of any Applicable Law with respect to the Charter School, its employees, or its students.

Section 7.2 Certain Reports.

The Governance Board shall provide such information and non-periodic reports as the District shall reasonably deem necessary to confirm compliance by the Charter School with the terms and conditions of this Contract.

ARTICLE EIGHT: REVOCATION OF CONTRACT BY THE DISTRICT

Section 8.1 Events of Default by Charter School.

The District under procedures in Section 8.2 may terminate this Contract if the District finds that any of the following Events of Default have occurred:

- A. The pupils enrolled in the Charter School have failed to make sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01, have failed to achieve standards as determined by the Department for 3 consecutive years, or have failed to make progress as set forth in Section 6.2(c) of this Contract for 3 consecutive years;
- B. The School has failed to comply with generally accepted accounting standards of fiscal management with respect to the Charter School;
- C. The School employees, or agents provided the District false or intentionally misleading information or documentation in the performance of this Contract;
- D. The Charter School has failed to comply with Applicable Law;
- E. The Charter School has violated Wis. Stat. § 118.40.
- F. The Governance Board violates any of the terms, conditions, promises or representations contained in or incorporated into this Contract; or
- G. The Charter School is financially unsustainable as determined by an audit conducted in compliance with generally accepted accounting standards of fiscal management.

Section 8.2 Procedures for the District's Revocation:

1. Emergency Termination or Suspension Pending Investigation. When Risk of Student Health or Safety. If the District Board of Education and/or the Superintendent or designee determines that any of the Events of Default set forth in Section 8.1 has occurred and that thereby the health or safety of the Charter School's students is immediately put at risk, the District shall provide the Charter School written notice of such Event(s) of Default and, upon delivering such notice, may either terminate this Contract immediately or may exercise superintending control of the Charter School pending investigation of the pertinent charge.
 - a. If the District elects to exercise superintending control pending investigation of the pertinent charge, the District shall give the Charter School written notice of the investigation, shall commence such investigation immediately, shall permit

the Charter School to address the pertinent charge, and shall thereafter complete its investigation as quickly and as reasonably practicable.

- b. Upon completing its investigation, the District shall promptly deliver to the School in writing either a notice of immediate termination on the basis set forth in Section 8.2(a), or a notice of an Event of Default and an opportunity to cure pursuant to Section 8.2(c), or a notice rejecting the pertinent charge and reinstating control of the Charter School to the Governance Board.
2. Emergency Termination or Suspension Pending Investigation When Risk of Financial Peril. If the District Board of Education and/or the Superintendent or designee determines that any of the Events of Default set forth in Section 8.1 has occurred and that thereby the District is immediately at risk for financial peril, the District shall provide the Charter School written notice of such Event(s) of Default and, upon delivering such notice, may either terminate this Contract immediately or may exercise superintending control of the Charter School pending investigation of the pertinent charge.
 - a. If the District elects to exercise superintending control pending investigation of the pertinent charge, the District shall give the Charter School written notice of the investigation, shall commence such investigation immediately, shall permit the Charter School to address the pertinent charge, and shall thereafter complete its investigation as quickly and as reasonably practicable.
 - b. Upon completing its investigation, the District shall promptly deliver to the School in writing either a notice of immediate termination on the basis set forth in Section 8.2(a), or a notice of an Event of Default and an opportunity to cure pursuant to Section 8.2(c), or a notice rejecting the pertinent charge and reinstating control of the Charter School to the Governance Board.
3. Non-Emergency Revocation and Opportunity to Cure. If the District Board of Education and/or Superintendent or designee determines that any of the Events of Default has occurred, but that such occurrence does not thereby immediately put at risk the health or safety of the Charter School's students, the District shall advise the School in writing of the pertinent occurrence and shall specify a reasonable period of time (though in no instance less than 30 days) within which the School shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Superintendent.
 - a. If the Charter School does not so cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the District Board of Education or Superintendent, the District may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.

- b. If the District terminates this Contract, termination shall become effective at the end of the current academic semester.
4. Upon notification of termination and nonrenewal of this Contract and dissolution of the Charter School, the Governance Board shall designate an independent trustee who will be responsible for satisfying all outstanding financial liabilities of the Charter School and properly distributing the School's assets in compliance with the law and this Contract. The trustee shall return any unspent federal or state grant money or funds to the Department. The trustee shall dispose of all property purchased with state or federal funds as required by state or federal law.

ARTICLE NINE: TERMINATION BY THE GOVERNANCE BOARD

Section 9.1 Events of Default by District.

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

1. The Governance Board has lost its right to exercise authority granted under this Contract and/or under Wisconsin law.
2. The number of students in the Charter School drops below 80 (6th-12th grades).
3. The District defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.
4. The District has violated Wis. Stat. § 118.40 or other Applicable Law.

Section 9.2 Procedures for Governance Board Termination of Contract:

1. If the Governance Board determines that any of the Events of Default set forth in Section 9.1 has occurred, the Governance Board shall notify the District Board of Education and/or Superintendent or designee of the pertinent Event(s) of Default. The notice shall be in writing and shall set forth in sufficient detail the grounds for termination.
2. Discretionary Termination.
 - a. Upon receipt of notice of the Events of Default, the District Board of Education and/or Superintendent or designee may conduct a preliminary review of the alleged basis for termination to ensure that such bases are bona fide and to determine whether the Events of Default may be cured. Such review shall be completed promptly. Within thirty (30) days after the District Board of Education or Superintendent receives the Governance Board's notice, the District Board of Education or Superintendent shall deliver to the Governance Board a notice either approving the Governance Board's requested termination or denying the same on the grounds that the asserted bases for termination are not in fact bona fide or on the grounds that the District intends to cure the Events of Default.
 - b. If a notice approving or denying the requested termination is not delivered to the Governance Board in writing within thirty (30) days after the District Board of Education or Superintendent receives the notice, the Governance Board's notice shall be deemed an approved basis for termination.
 - c. If the District gives notice of its intent to cure the Events of Default, the Governance Board shall advise the District in writing of the pertinent occurrence and shall specify a reasonable period of time (though in no instance less than 30 days) within which the District shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Governance Board.

- d. If the District does not so cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Governance Board, the Governance Board may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.
 - e. If the Governance Board terminates this Contract, termination shall become effective at the end of the current academic semester.
3. Termination, Nonrenewal and Closure Procedures
- a. Upon termination of the Contract, the Governance Board shall assist the District in conducting a final accounting of the Charter School by making available to the District all books and records that have been reviewed in preparing the Charter School's annual audits and statements under this Contract.
 - b. Upon termination and nonrenewal of this Contract, the Governance Board shall designate a records custodian who will be responsible for maintaining its records in accordance with the law and this Contract. Following the expiration of any statutory retention period the records custodian will arrange for the destruction of records in a manner that ensures their confidentiality.
 - c. Upon notification of termination and nonrenewal of this Contract and dissolution of the Charter School, the Governance Board shall designate an independent trustee who will be responsible for satisfying all outstanding financial liabilities of the Charter School and properly distributing the School's assets in compliance with the law and this Contract. The trustee shall return any unspent federal or state grant money or funds to the Department. The trustee shall dispose of all property purchased with state or federal funds as required by state or federal law.

ARTICLE TEN: TECHNICAL PROVISIONS

Section 10.1 Term of Contract.

The term of this contract will be five (5) years. The term of this Contract shall commence on 7/01/2020 and continue until 6/30/2025. The Contract may be renewed for additional terms as agreed to by the Parties. The decision to renew will be driven by the Charter School's performance in the Wisconsin accountability system and proven student achievement.

Section 10.2 Applications of Statutes.

If, after the commencement of this Contract, there is a change in Applicable Law that alters or amends the responsibilities or obligations of any of the Parties with respect to this Contract, this Contract shall be altered or amended to conform to the change in existing law as of the effective date of such change.

Section 10.3 Amendments.

This Contract may be amended only upon the written agreement of the Parties.

Section 10.4 Severability.

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

Section 10.5 Successors and Assigns.

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

Section 10.6 Entire Agreement.

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

Section 10.7 Assignment.

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

Section 10.8 Non-waiver.

Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 10.9 Force Majeure.

If any circumstances occur which are beyond the control of a Party, which delay or render impossible the obligations of such Party, the Party's obligation to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 10.10 No Third-Party Rights.

This Contract is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

Section 10.11 Governing Law.

This Contract shall be governed and controlled by the laws of the State of Wisconsin.

Section 10.12 Counterparts.

This Contract may be executed in counterparts and shall be as effective as if executed in one document. Electronic signatures shall be as effective and valid as original signatures. This Contract shall only be valid and binding upon the signatures of all parties.

Section 10.13 Notices.

Whenever this Contract provides that notice must or may be given to another Party, or whenever information must or may be provided to another Party, the Party who may or must give notice or provide information shall fulfill any such responsibility under this Contract if notice is given or information is provided to:

School District of La Crosse Board of Education
Dr. Laurie Cooper-Stoll - Board President
[Address]

School District of La Crosse
Superintendent of School District of La Crosse
[Address]

SOTA I Steering Committee
Doris Fauchaux - President
[Address]

Notice hereunder shall be effective if made by hand delivery to the pertinent Party or by United States mail, postage prepaid, certified with return receipt requested. Notices shall be effective when actually received by the addressee, if made by hand delivery, or 2 days after delivering the pertinent notice to the control of the United States Postal Service, if made by certified mail with return receipt requested.

The undersigned have read, understand, and agree to comply with and be bound by the terms and conditions as set forth in this Contract. In addition, each signatory below represents that he/she has authority to act on behalf of the respective represented Party and understands that the other Party is relying on said representation.

FOR THE GOVERNANCE BOARD:

FOR THE DISTRICT BOARD OF EDUCATION:

Name

Name

Signature

Signature

Title

Title

Date

Date

Name

Name

Signature

Signature

Title

Title

Date

Date