

CHARTER SCHOOL CONTRACT
RENEWING THE
WAUSAU AREA MONTESSORI CHARTER SCHOOL

BY

THE WAUSAU SCHOOL DISTRICT
Board of Education
Wausau, Wisconsin

AND

The Wausau Area Montessori Charter School

June 13, 2016

CHARTER SCHOOL CONTRACT BETWEEN

THE BOARD OF EDUCATION OF THE
WAUSAU SCHOOL DISTRICT

AND

THE WAUSAU AREA MONTESSORI CHARTER SCHOOL

This Renewal Contract is made this 13th day of June, 2016, by and between the Board of Education of the Wausau School District, 415 Seymour Street, PO Box 359, Wausau, WI 54402, and the Wausau Area Montessori Charter School (also known as WAMCS), 3101 N 13th St, Wausau WI 54401.

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

Whereas, the Wausau School District is authorized by s. 118.40(2m), *Wisconsin Statutes*, to initiate and enter into a contract with an individual or group to operate a school as a charter school, subject to the approval of the Board of Education of the Wausau School District; and

Whereas, on July 11, 2011, the Board of Education of the Wausau School District approved the District's entering into this current Contract with the WAMCS;

Whereas, the Wausau School District has established an official to serve as the District's administrator to implement the provisions of s. 118.40, *Wisconsin Statutes*, and to carry out the District's oversight responsibilities under the statute; and

Whereas, it is the intention of the Board of Education of the Wausau School District to create educational partnership with WAMCS to bring quality educational services to the children of the Wausau School District, pursuant to the provisions of s. 118.40, *Wisconsin Statutes*; and

Whereas, the Parties (as defined below) have successfully negotiated this Contract as a charter school contract in accordance with s. 118.40, *Wisconsin Statutes*, and in particular, the provisions specified under sub. (1m)(b) 1. to 15, and

NOW THEREFORE,

- A. As contemplated under s. 118.40, *Wisconsin Statutes*, the Board of Education of the Wausau School District, hereby wishes to continue the Charter School known as the WAMCS.
- B. The Superintendent, on behalf of and with the approval of the Board of Education of the Wausau School District, hereby continues this Contract with the WAMCS,

and thus hereby authorizes the continued operation of the Charter School commensurate with its policies and state statutes; and

- C. In consideration of this charter, the Superintendent, on behalf of the Board of Education of the Wausau School District and the WAMCS (each as defined below), hereby agree as follows:

ARTICLE ONE

DEFINITIONS

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

- (1) “Applicable Law” means all federal, state, and local law now or in the future applicable to Wisconsin charter schools.
- (2) “School Board” or “Board of Education” means the Board of Education of the Wausau School District.
- (3) “Superintendent” means the Superintendent of Schools of the Wausau School District or any designee of the Superintendent.
- (4) “Office” means the Office of the Wausau School District Education Department, and for the purposes of this contract, is a designee of the Superintendent.
- (5) “Charter School” and “School” mean a school to be known as the WAMCS, which is an instrumentality under the control of the Wausau School District.
- (6) “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.
- (7) “Department” means the Department of Public Instruction of the State of Wisconsin.
- (8) “District” means the Wausau School District, as well as any successor to it that may have jurisdiction over or statutory duties with respect to the Charter School.

- (9) "Governance Council" means the Governance Council of the WAMCS.
- (10) "Parties" means the Board of Education of the Wausau School District and the Governance Council, through their designated representatives.

ARTICLE TWO

PARTIES, AUTHORITY, AND RESPONSIBILITIES

Section 2.1 The Parties to this Contract are the Board of Education and the Governance Council.

Section 2.2 Board of Education.

- (1) Under the authority of s. 118.40, *Wisconsin Statutes*, the Wausau School District, with the approval of the Board of Education, hereby grants to the Governance Council a charter to operate a Charter School under the terms and conditions of this Contract.
- (2) On behalf of the Wausau School District, the Superintendent, or his/her designee, shall exercise all oversight responsibilities as set forth in this Contract.

Section 2.3 Governance Council. The Governance Council of the WAMCS is responsible and accountable for performing the duties and responsibilities associated with the Charter School established under this Contract.

Section 2.4 The Parties agree that the establishment of the Charter School as an instrumentality of the Wausau School District shall have no additional or unique effect on the general liability obligations of the Wausau School District other than as to those obligations specifically undertaken by the District herein.

ARTICLE THREE

OBLIGATIONS OF GOVERNANCE COUNCIL UNDER SECTION 118.40, WISCONSIN STATUTES

Section 3.1 With regard to the requirements for Charter Schools set forth in s.118.40(1m)(b)1.to 15., *Wisconsin Statutes*, Governance Council hereby agrees to operate the Charter School in substantial compliance with all of the following specifications:

- (1) **Superintendent of Schools**, on behalf of the Board of Education of the Wausau School District, seek to continue the WAMCS as an instrumentality within the Wausau School District.

- (2) **Governance.** The Charter School Governance Council will consist of no fewer than five (5) nor more than nine (9) members (not including ex-officio members) each serving a two-year term. The Council will include, but is not limited to, parent(s) of students, a Montessori teacher, and community member(s). The WAMCS Principal will serve as a standing, ex-officio, non-voting, member of the Council. In addition, an administrative liaison, assigned to the Charter School by the Superintendent in consultation with the Governing Council, will be a non-voting member of the Governing Council. In accordance with Wisconsin statute “no more than a minority of the Governing Board members may be employees of the Charter school or employees or officers of the school District.”

The Charter Council will meet monthly, and an Annual Meeting will be held in the second semester of each year. Election of Council members to expiring terms will take place at the December Council meeting each year with new members taking their seats in the following January. Vacancies may be filled immediately for the remainder of an existing term. The Charter School will also make reports to the Board of Education as may reasonably be requested.

The Governing Council shall oversee the operational, financial, educational and collaborative aspects of the WAMCS.

The Governing Council shall have the autonomy and decision making authority over:

- a) Calendar and daily schedule
- b) Curriculum and instruction
- c) Policies and procedures specifically unique to the daily operations of the WAMCS that are not addressed in the existing Wausau School District policies
- d) Marketing, registration, and enrollment in conjunction with District personnel
- e) Charter School operations and procedures which incorporate Montessori best practices.
- f) To receive and disburse funds for school purposes.
- g) To secure appropriate insurance.
- h) To enter into contracts, including contracts with a University of Wisconsin Institution or college campus, technical college district

board, or private college or university, for technical or financial assistance, academic support, curriculum review, or other services.

- i) To incur debt in reasonable anticipation of the receipt of funds.
- j) To pledge, assign, or encumber its assets to be used as collateral for loans or extension of credit.
- k) To solicit and accept gifts or grants for school purposes.
- l) To acquire real property for its use.
- m) To sue or be sued in its own name.

- (3) **Administration:** Daily administration of the WAMCS will be the responsibility of the Charter School staff and principal working together as a collaborative team. The Superintendent's designee will serve as the administrative liaison between the district and the Charter School Principal and staff.

The Principal of the WAMCS shall be responsible for the following:

- (a) Evaluation of all WAMCS staff. Staff shall be evaluated for job performance as required by the District.
- (b) With input from the staff, determine staff schedules based on instructional priorities established in cooperation with the Governance Council.
- (c) Perform budget management responsibilities and provide monthly budget reports to the Governance Council.
- (d) Provide leadership to the charter school staff in cooperation with the Governance Council in developing appropriate curriculum.
- (e) Provide program support, training, and program evaluation functions.
- (f) In consultation with the Governance Council, oversee operations and conduct evaluations of WAMCS performance on behalf of the District, with responsibility for compliance commensurate with the terms of this Charter.

The Principal of the Charter School, with the support and advice of the Office, shall oversee the day-to-day operational, financial, educational, and collaborative aspects of the Charter School. The Charter School Governance Council shall be kept apprised of the operational, financial,

educational, and collaborative aspects of the Charter School through monthly reports to the Governance Council.

(4) **Teachers**

- (a) All Charter School Teachers will hold valid Wisconsin Department of Public Instruction (DPI) licensure that is appropriate for the grade level. In addition, age-appropriate Montessori certification should begin within two years of employment. WAMCS staff members will remain employees of the Wausau School District and will retain all rights, privileges, and status as other staff members of the Wausau School District. All school staff members will be employees of the Wausau School District, will follow all employee practices and policies of the District, and will be subject to the appropriate contractual agreements negotiated by the District with its employee groups. Exceptions to any such policies, practices, or agreements must be reached with the District prior to implementation of the change.
- (b) When WAMCS vacancies occur, the Governing Council will collaborate with the Wausau School District to fill the vacancy. Staff vacancies will be filled through a process that includes a WAMCS team interview and approval of the Governing Council. Final recommendations will be made to the Director of Human Resources, the Superintendent, and the Board of Education.
- (c) The number of teachers and staff members assigned to the School will be determined by the District in consultation with the School and will be determined no later than April 15 of the preceding school year. Staff members are subject to the provision of the WSD Employee Handbook .
- (d) Staff shall be evaluated for job performance as required by the District. The Principal will conduct such evaluations.

- (5) **Mission:** The WAMCS will feature a Montessori child development curriculum consistent with the instructional and educational theories of Maria Montessori. The mission of the WAMCS is to use Montessori principles, including experiential learning and individualized instruction, we help students to achieve academic success, advance their awareness of self, encourage their responsibility to and for each other, and guide them to work together towards improving their community and the larger world..

Strategic Goal #1: To grow the availability of Montessori education in the Wausau community.

Strategic Goal #2: To provide the optimal prepared environment that supports our mission and can accommodate the school's growth while maximizing community involvement.

Strategic Goal #3: To affirm our commitment to the whole child (social/emotional/behavioral/academic), while honoring our commitment to meeting educational standards.

Strategic Goal #4: To engage parents and the larger community as active partners in student success.

Strategic Goal #5: To create systems that ensure the growth, development and sustainability of the staff, the Governance Council, and the school as a whole.

The objectives of the Charter School are to:

- (a) Attract, develop and retain certified, Montessori-trained teaching staff.
- (b) Meet each student's developmental needs.
- (c) Connect each student to his/her learning environment by providing concrete educational experiences.
- (d) Communicate with each child to encourage mutual respect and intrinsic motivation.
- (e) Reinforce learning by providing opportunities for students to demonstrate and share their knowledge with other students.
- (f) Create community by overseeing constructive problem-solving, and by building healthy, long-term interpersonal relationships.
- (g) Encourage students to make good choices with work time.
- (h) Invite families to participate in the educational process.
- (i) The Charter School will utilize techniques and strategies that allow and assist individual students as they grow, develop, and discover themselves and their environment (*s. 118.01, Wisconsin Statutes*). Such techniques and strategies include, but are not limited to:
 - i. Multi-aged classrooms
 - ii. Highly trained and qualified Montessori certified and state licensed instructors

- iii. High standards of academic excellence
- iv. Carefully prepared environments
- v. Teachers as facilitators of learning
- vi. Children learning directly from the environment, other children, and teachers
- vii. Integrated subjects and curriculum
- viii. Uninterrupted periods of work and instructional time for students
- ix. Curriculum which address multiple intelligences
- x. Discipline model that focuses on the child developing the skills needed for control/self control.

(6) **Students Served:**

The Charter School will provide an opportunity for a Montessori education in multi-age classrooms for students in grades K-6 with the possibility of adding 7th and 8th grade with approval from the WAMCS Governance Council, the WSD Superintendent and the Board of Education.

(7) **Location:**

The Charter School will be located in a District owned facility or in a suitable leased facility located within the geographic boundaries of the District, upon mutual agreement of the District and the Charter School Governance Council.

(8) **Student Academic Performance and Progress**

- (a) As required by chapters 118 and 121, *Wisconsin Statutes*, the Charter School shall, on behalf of the District, administer the examinations under ss. 118.30(1m) and 121.02(1)(r) to all pupils enrolled in WAMCS and will report results to the District in the required format.
- (b) With respect to examinations required under ss. 118.30(1m) and 121.02(1)(r), the Parties hereby agree that, the Governance Council may develop or adopt any of its own assessment(s) (in addition to the Department's examination(s)) for administration to the District's pupils, and/or the Charter School's students.

- (c) Assessments will include any performance evaluation required by the DPI and/or deemed necessary by the District and Governance Council.
- (d) Common achievement measures used to measure performance will include any state required assessments and those determined by the Principal and WAMCS Staff and approved by the WAMCS Governance Council.

(9) **Other obligations of the Governance Council under section 118.40 Wisconsin Statutes:**

- (a) The Charter School will follow all health and safety guidelines, policies, and rules, established now or in the future, by the Wausau School District. This will include, but is not limited to, staff development and training, conducting fire drills, severe weather shelter drills, development of a building security plan, and addressing cleanliness of the site and classrooms.
- (b) Enrollment in the Charter School is open to all students in the Wausau School District or those applying under the State of Wisconsin's Open Enrollment Program. It is intended that the racial and ethnic balance at the school reflect the racial and ethnic balance of similar grade levels in the District. Application and enrollment information is available in Hmong and Spanish, our two major language groups, in addition to English.
- (c) The requirements for new student admission to the School at the beginning of the school year: Any student wishing to attend the School may make application for the WAMCS according to timelines published by the School. If the number of persons seeking admission exceeds the capacity of the open seats available, then a lottery shall be conducted to select the individuals who will be assigned the open seats. To be eligible for admission through this lottery-placement process, individuals must have submitted complete and valid enrollment applications in a timely fashion.
- (d) Other admissions throughout the year on behalf of students who have not previously experienced a Montessori environment will require an interview and observation process with WAMCS administration and teachers to determine understanding of and compatibility with the Montessori philosophy of education.
- (e) The Charter School will not be required to admit any student who is under a current expulsion order from a school district.

- (f) Under s. 118.40(6), *Wisconsin Statutes*, no pupil may be required to attend the Charter School. Students who reside in the District and do not wish to attend the Charter School remain eligible to attend other schools within the District subject to attendance areas defined by the District or may apply for admission to another school district through the open enrollment program.

(10) **Annual Audit**

The District may review the financial practices of the School at any time and may request reasonable reports from the School with due notice. All financial operations of the School must be in accordance with the District's policies, practices, and rules, unless expressly granted a waiver from them by the District.

- (11) The WAMCS is an instrumentality of the Wausau School District and as such is covered under the District's general liability policy.

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

Section 3.3 Tuition. To the extent provided in Chapter 118.40, *Wisconsin Statutes*, the Charter School shall not charge tuition.

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

ARTICLE FOUR

ADDITIONAL OBLIGATIONS OF THE GOVERNANCE COUNCIL

The Governance Council hereby covenants to undertake the following:

Section 4.1 Compliance with Applicable Law. The Charter School shall comply with Applicable Law, which may change from time to time and which may include, but is not limited to:

- (1) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d2000d7;
- (2) Title IX of the Education Amendments of 1972, 20 U.S.C. ss. 1681 et seq.;
- (3) Age Discrimination Act of 1985, 42 U.S.C. ss. 6101 et seq.;
- (4) Sec. 504 of the Rehabilitation Act of 1974, 29 U.S.C. s. 794 and the Americans with Disabilities Act, 42 U.S.C. ss. 1210112213.

- (5) Individuals with Disabilities Education Act, 20 U.S.C. ss. 14001485 et seq.
- (6) 20 U.S.C. s. 1232(g) of the General Education Provisions Act, 20 U.S.C. ss. 12211234i;
- (7) Drug-Free Workplace Act, 41 U.S.C. 701 et seq.;
- (8) Asbestos Hazard Emergency Response Act, 15 U.S.C. ss. 26412655;
- (9) December 2015 Reauthorization of the Federal Elementary and Secondary Education Act of 1965 now referred to as the Every Student Succeeds Act.

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

To the extent that the Every Student Succeeds Act is applicable to the Charter School, the School agrees that they will comply with the responsibilities and obligations of the accountability provisions as specified under the Every Student Succeeds Act.

Section 4.2 Non-profit Status. The Charter School shall be created, maintained, and operated by the District under chapter 118, *Wisconsin Statutes* and under contract with the WAMCS Governance Council.

Section 4.3 Background Screening. The Charter School’s employees and volunteers engaged at the School as teachers or otherwise having access to pupils, shall be subject to background screening through state and federal agencies, as deemed appropriate by the District policy, Section 4.4.

Section 4.4 Employment of Personnel. The District or its agents or designees shall contract with personnel in accordance with all state law requirements, regarding certification and qualifications of employees of public schools, including but not limited to ss. 118.19 and s. 121.02, *Wisconsin Statutes*, certification of school personnel. Teaching personnel shall have acquired or will begin seeking Montessori Certification within two years of employment.

Section 4.5 Charter School Budget:

The District shall provide the School with an operational budget. The School shall then submit a plan for the expenditure of said funds showing the District its best estimate of its proposed total expenditures and liabilities for administering the Contract during the upcoming period of July 1 to June 30. 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.

District Obligation. In return for the state aids generated by the Charter School, the District agrees to provide an annual per student allotment for each student enrolled as of the third Friday of September. The District in accordance with its established policies and contractual agreements will pay all salaries and benefits for WAMCS employees.

Section 4.6 Student Activities' and Rental Fees:

The Charter School may assess reasonable pupil fees in accordance with District policies for activities such as field trips and extracurricular activities, which shall not exceed the actual cost to provide such activities. The Charter School may not, however, prohibit an enrolled pupil from attending the Charter School, or expel or otherwise discipline such pupil, or withhold or reduce the pupil's grades because the pupil has not paid fees permissibly charged under this Section.

Section 4.7 Transportation:

Transportation will not be provided by the District to daily classes at the Charter School for any student. However, the possibility of adding bus transportation could be studied and may be implemented with approval from the WAMCS Governance Council, the WSD Superintendent and the Board of Education.

Section 4.8 Inspection of Charter School Facilities:

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 materially interfere with the orderly and efficient operation of the Charter School.

Section 4.9 Access to Charter School Records. Subject to Applicable Law, all Charter School records, including student records, will be maintained and retained in compliance with Board policy. The Governance Council shall grant any designee(s) of the Superintendent upon reasonable notice the right to reasonably inspect and copy at cost any and all Charter School records and documents, including but not limited to pupil records, at any time within normal business hours during the term of this Contract; provided, however, that such inspection shall not materially interfere with the orderly and efficient operation of the Charter School or otherwise unduly burden the staff of said school.

Section 4.10 School Year Calendar:

The Charter School calendar for each school year shall adhere to the opening and closing dates of the Wausau School District's adopted calendar. Other dates of operation should be submitted to the District for notification purposes.

Section 4.11 Grant Applications:

The Charter School shall comply with District procedures for the preparation and submission of grant applications and submit to the Office copies of any

applications for grants made on behalf of the Charter School at the time the application is submitted to the funding authority.

Section 4.12 Duration of Contract:

This contract will be for a period of five years, to be renewed by mutual agreement of the Parties. The Charter School will report to the Board of Education on a yearly basis to share data on academic progress and provide an update on the WAMCS.

ARTICLE FIVE

JOINT RESPONSIBILITIES OF THE PARTIES

The Parties agree to take the following actions:

Section 5.1 Performance Evaluation of Certain Subjects:

- (1) The District shall evaluate the performance of the Charter School in the areas of leadership, strategic planning, student, stakeholder and market focus, information and analysis, process management, and organizational performance results.
- (2) The Charter School shall provide to the Office the following required reports, at the times described below:

School Improvement Plan. The Charter School will provide a School Improvement Plan to the Office by July 1. The plan should specify the mission and vision of the school, identify the target population of students, and establish strategic goals for the development of the school. The Charter School shall resubmit the strategic plan to the Office upon revision of the plan.

ARTICLE SIX

NOTICES, REPORTS, AND INSPECTIONS

Section 6.1 Notice of Annual Budget:

The Charter School shall provide the Office with a copy of the proposed annual Charter School budget for the upcoming academic year immediately preceding the beginning of each such academic year. Reconciliation of the budget must meet with approval of both parties.

Section 6.2 Other Notices:

- (1) Agendas and Meetings. The Charter School shall provide to the Office agendas and notice in advance of all meetings of the Charter School

Governance Council and will comply with all open meeting requirements as set forth by the State of Wisconsin.

- (2) Governmental Agencies. The Charter School shall immediately notify the Office when the Charter School receives any correspondence from the Department or the United States Department of Education or Office of Civil Rights, or other governmental agency that requires a formal response, except that no notice shall be required of any routine or regular, periodic mailings.
- (3) Legal Actions. The Charter School shall immediately report to the Office 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 6.3 Certain Reports:

The Governance Council 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 SEVEN

MISCELLANEOUS PROVISIONS

Section 7.1 Code of Ethics:

A member of the School Board, the Governance Councils, and any member of the Charter School Governance Council of the Charter School directly related to the implementation of the terms and conditions of this Contract, (together “the board members”) shall be subject to the following code of ethics:

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

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

- (1) No Board member may, in a manner contrary to the interests of the Charter School, use or attempt to use his/her position or Charter School property, including property leased by the Charter School, to gain or attempt to gain anything of substantial value for the private benefit of the

Board member, his/her immediate family or any organization with which the Board member is associated.

- (2) No Board member may solicit or accept from any person or organization anything of value pursuant to an express or implied understanding that his/her conduct of Charter School business would be influenced thereby.
- (3) No Board member may intentionally use or disclose confidential information concerning the Charter School in any way that could result in the receipt of anything of value for himself/herself, for his/her immediate family or for any other person or organization with which the Board member is associated.
- (4)
 - (a) If a Board member, a member of a Board member's immediate family, or any organization with which a Board member is associated, proposes to enter into any contract or lease with the Governance Council that may within any 12 month period involve payments of \$3,000 or more derived in whole or in part from payments made pursuant to s. 118.40(2r)(e), *Wisconsin Statutes*, such Board member shall be excused from, and shall not participate in, any dealing, discussion, or other position of approval or influence with respect to the Governance Council's entering into such contract or lease; provided, however, that such Board member may be part of a discussion concerning such proposed contract or lease for the limited purpose of responding to Board inquiries concerning such contract or lease.
 - (b) Provided that the Board member is not in a position to approve or influence Governance Council's decision to enter into such contract or lease and that the procedures set forth in s. 3.32(4)(a), *Wisconsin Statutes*, are observed, a Board member may enter into a contract or lease described in Section 7.2(4)(a) if the Board member shall have made written disclosure of the nature and extent of any relationship described in paragraph (a) immediately preceding to the Office.

Section 7.2 Exemption from Wis. Stat. chs. 115 to 121.

The Governance Council may apply for exemption from specific school laws in chs. 115 to 121, as provided in Wis. Stat. s. 118.40(7)(b), by applying for such exemption to the District Administrator, identifying the specific statutory section for which an exemption is requested and the reasons for an exemption, what alternative policy and rule the Charter School will follow, and the requested exemption will be granted at the discretion of the District Administrator.

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:

- (1) The pupils enrolled in the Charter School have failed to make sufficient progress toward attaining the educational goals under s. 118.01, *Wisconsin Statutes*, or have failed to achieve the requirements of the December 2015 Reauthorization of the Federal Elementary and Secondary Education Act of 1965 now referred to as the Every Student Succeeds Act. ;
- (2) The School has failed to comply with generally accepted accounting standards of fiscal management with respect to the Charter School;
- (3) The School employees, or agents provided the District false or intentionally misleading information or documentation in the performance of this Contract; or
- (4) The Charter School has failed materially to comply with Applicable Law;
- (5) The Charter School has violated section 118.40, *Wisconsin Statutes*; or
- (6) The Governance Council defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.

Section 8.2 Procedures for The District's Revocation:

- (1) Emergency Termination or Suspension Pending Investigation. If the Superintendent determines that any of the Events of Default set forth in Section 9.1 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 shall elect to exercise superintending control pending investigation of the pertinent charge, the District shall give the School written notice of the investigation, shall commence such investigation immediately, shall permit the School fairly to address the pertinent charge, and shall thereafter complete its investigation as quickly 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 bases set forth in this Section 9.2, or a notice of

an Event of Default and an opportunity to cure pursuant to Section 9.2(2), or a notice rejecting the pertinent charge and reinstating control of the Charter School to the District.

- (2) Non-Emergency Revocation and Opportunity to Cure. If the Superintendent 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 School shall not so cure or otherwise remedy the specified Event(s) of Default, the District may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.
 - (b) If the District shall so terminate this Contract, termination shall become effective at the end of the next academic semester scheduled for the Charter School.

ARTICLE NINE

TERMINATION BY THE Governance Council

Section 9.1 Grounds for Termination by the Charter School:

This Contract may be terminated by the Charter School under procedures in Section 9.2 if the Governance Council finds that any of the following Events of Termination have occurred:

- (1) The Charter School has insufficient enrollment to successfully operate a public school;
- (2) The Charter School has lost its right to occupy all or a substantial part of its physical plant and cannot occupy another suitable facility, at a cost deemed reasonable by the Governance Council, before the expiration or termination of its right to occupy its existing physical plant;
- (3) The District defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.

Section 9.2 Procedures for Charter School Termination of Contract:

The Charter School may terminate this Contract according to the following procedures:

- (1) Notice. If the Charter School determines that any of the Events of Default set forth in Section 9.1 has occurred, the School shall notify the Superintendent of the pertinent Event(s) of Termination. The notice shall be in writing, shall set forth in sufficient detail the grounds for termination, and shall specify the proposed effective date of termination (which date shall, to the extent reasonably practicable, be the end of the next academic semester scheduled for the Charter School).
- (2) Discretionary Termination.
 - (a) As to the Event(s) of Termination set forth in Sections 9.1(1)(2), the Superintendent may conduct a preliminary review of the alleged bases for termination to ensure that such bases are bona fide. Such review shall be completed promptly and, within 30 days after the Superintendent receives the Charter School's notice, the Superintendent shall deliver to Charter School a notice either approving the School's requested termination or denying the same on the grounds that the asserted bases for termination are not in fact bona fide.
 - (b) If such results of the review and the Superintendent's determination are not delivered to the Charter School in writing within 30 days after the Superintendent receives the notice, the School's notice shall be deemed an approved basis for termination.
- (3) Automatic Termination. As to the Event(s) of Termination set forth in Section 9.1, termination shall be effective on the date set forth in the Charter School's notice under Section 9.2(1).

Section 9.3. Final Accounting. Upon termination of the Contract, the School 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 School's annual audits and statements under Section 3.1(11) of this Contract.

ARTICLE TEN

TECHNICAL PROVISIONS

Section 10.1 Term of Contract:

The term of this Contract shall commence on the date of the execution of this Contract and continue until July 31, 2021. During the fourth full academic year of this Contract the District shall conduct a review of the Charter School's performance to date. The District shall specify in writing for the Charter School the subjects of the review at least three (3) months prior to the beginning of the fourth full school year of the operation of the Charter School under this contract. The District shall complete the review and shall issue a written report by the end

of the fourth full school year of the Contract. Results of the review shall serve as the basis for the District to determine whether it will negotiate another Contract with the Charter School.

The District shall complete the review and shall issue a written report by the end of the fourth full school year of the Contract. The Charter School shall have the opportunity to rectify any negative issues identified through the review. Results of the review, any corrective plans made to address negative issues, and the results obtained through implementation of such plan shall serve as the basis for the District to determine whether it will negotiate another Contract with the Charter School.

Section 10.2 Applications of Statutes:

If, after the effective date 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 on 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 among the Parties with respect to the subject matter of this Contract. All prior application materials, agreements or contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 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 a 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 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:

Wausau Area Montessori Charter School
3101 N 13th St
Wausau WI 54403

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.

FOR THE WAMCS:

FOR THE WAUSAU SCHOOL DISTRICT:

Name

Name

Title

Title

Date

Date

Name

Name

Title

Title

Date

Date

Name

Name

Title

Title

Date

Date