

Exploration Charter High School

CHARTER SCHOOL CONTRACT

BETWEEN

The School District of North Fond du Lac

and

NFDL Charter School, Inc.

2023

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The School District of North Fond du Lac

AND

Exploration Charter High School

THIS CONTRACT is made July 1, 2023 by and between the School District of North Fond du Lac (District) and the Governing Board of NFDL Charter School, Inc., doing business as the Exploration Charter High School .

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) 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.

NOW THEREFORE, in consideration of the terms, covenants, conditions, and obligations set forth in this Contract, the Parties hereby agree to the following:

ARTICLE ONE: DEFINITIONS

Section 1.1 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, including virtual charter schools.
2. "Charter School" and "School" mean a charter school to be known as Exploration Charter High School.
3. "Day" shall mean a 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.
4. "Department" means the Department of Public Instruction of the State Wisconsin.
5. "District" means the School District of North Fond du Lac, as well as an successor to it that may have jurisdiction over or statutory duties with respect the Charter School.
6. "Governance Board" means the Board of Directors of the Charter School.
7. "Superintendent" means the Superintendent of the School District of North Fond du Lac or any designee of the Superintendent.
8. "Charter School Principal" means the Principal of the Charter School.
9. "Teacher(s)" means an appropriately licensed teacher(s) for the Charter School.
10. "Administrators" means the administrative team which includes the principal and lead teachers of the Charter School.
11. "Parties" means the School District of North Fond du Lac and NFDL Charter School, Inc., doing business as the Exploration Charter High School through their designated representatives.
12. "Operational Budget" means the annual report created by 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.
13. "Lead Teacher" 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 (with the exception of Educator Effectiveness).

ARTICLE TWO: PARTIES, AUTHORITY, AND RESPONSIBILITIES

Section 2.1 On behalf of the Charter School, the Charter School Administrator or the governance boards designee, shall exercise all oversight responsibilities as set forth in this Contract.

Section 2.2 The Governance Board shall be responsible and accountable for adopting and implementing the policies, and carrying out 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.

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

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

The Governing Board of NFDL Charter School, Inc., doing business as the Exploration Charter High School is the entity seeking to establish the Charter School.

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.

- a. The lead teacher 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 and Principal to ensure the Charter School meets the educational goals set forth in this Contract.
- b. 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: purchasing, accounts payable, accounting, bookkeeping, risk management auditing, liability insurance, cash management, payroll, benefits administration, staffing, enrollment, pupil services, record-keeping, pupil testing, and school closures and cancellation of school days/class time.

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

- a. The charter school uses a strength-based educational approach to provide ALL students with the opportunity to fully realize their potential for life success. The foundation is built upon the six-step philosophy of the Exploration Charter High School Approach.
- b. The Governance Board shall adhere to the educational program set forth herein and shall promptly notify the District in the event the Governance Board proposes to make a significant change in the educational program. Upon receiving notice, the District shall determine whether to renegotiate this Contract or declare this Contract revoked under Section 8.1. The District reserves the right to consider a significant change in the educational

program, without District approval, to be a violation of this Contract subject to termination under Section 8.1.

- c. The Charter School will operate as an alternative school allowing teachers with the DPI Alternative Education license the flexibility to provide learning experiences across content areas.

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

Authentic Assessment

- a. Mastery is tracked and reported using an electronic tracking/reporting system that helps create a portfolio of what students know and can do.
- b. Achievement and learning are demonstrated publicly with multiple opportunities for relevant feedback
- c. Student learning evidence is attached to all knowledge and skills competencies that align with the NFDL Charter High School Graduate Portrait.

Personalized Learning

- a. Project-based learning is the primary driver of the learning
- b. Personalized Learning Plan (PLP) for all students emphasizing student needs, interests and goals
- c. A shared understanding that there are differences between how the world is experienced, perceived and processed.
- d. Infusing students' strengths and interests with the knowledge needed for post-secondary success

Place-Based Learning

- a. Connects learners to their communities and the world around them through community-based projects and experiences
- b. Promoting student agency and giving students a voice in their community
- c. Giving students opportunities for students to learn through job experiences.

Relationships

- a. Teachers and staff truly know their students and understands how they learn
- b. Mentorships through community projects and work-based learning opportunities
- c. Teachers, students, and families work as one to ensure student success

Community Impact

- a. Student learning improves outcomes for the community
- b. Students understand the importance of their impact
- c. Students have a deep sense of their place in the community

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

- a. The Charter School shall administer such standardized tests as may be required under Wis. Stat. §118.30(1m), 118.016, 121.02(1)(r), 20 U.S.C. §1177 et. seq. (also known as the “Every Student Succeeds Act”), and any other Applicable Laws to pupils enrolled in the Charter School and shall cause the testing data for the Charter School to be transmitted to the District in such form as the District shall customarily transmit such data.
- b. In addition to the foregoing, the Charter School shall adhere to the same accountability measures, administer the same district-wide assessments and follow the same proficiency measures as all other District schools. Any request for authorization to deviate from District Strategic Plan shall be submitted by the Charter School to the District by September 15th of the school year in which the use of an alternative accountability plan is contemplated.
- c. The Charter School will use assessment methods such as the following to measure and document student progress:
 1. Individualized Learning Plan Progress Reports;
 2. Interdisciplinary projects;
 3. Review of student behavior records;
 4. Parent satisfaction survey;
 5. Students on-track for graduation;
 6. Ongoing teacher evaluation of student progress

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

- a. The Charter School will be directed by an independent Governance Board that has been organized as a Wisconsin nonstock corporation and will consist of not less than 5 and no more than 13 Directors each serving a minimum 2-year term. The Exploration High School Governance Board and the Treffert Way for the Exceptional Mind Governance Board will operate as one unified entity. The Board may include, but is not limited to, parent(s) or guardian(s) of students, business community members, local community member(s). Employees or officers of the School District of North Fond du Lac are not permitted to serve on the charter school’s governing board.
- b. The Governance Board will meet on a regularly scheduled basis with a minimum of 10 meetings per school year. The Governance Board will also make reports to the District Board of Education as may reasonably be requested.
- c. The Governance Board shall have autonomy and decision-making authority over

1. Budget expenditures based on District Budgeting Process
 2. Calendar and daily schedule;
 3. Curriculum and instruction;
 4. Policies and procedures specifically unique to the daily operations of the Charter School that are not addressed in existing District policies;
 5. Facilities utilized by the Charter School;
 6. Staffing Allocation and Assignment based on District Budgeting Process
 7. Marketing, registration, and enrollment processing; and
 8. Charter school operations and procedures.
 9. Grant funds, funds raised, and funds donated specifically to the Charter School or generated through sales of Charter School equipment;
 10. To undertake fundraising efforts as it deems necessary and to allocate funds raised to charter school programs.
- d. In addition to subsection 3.6 (c), the Governance Board shall have the powers necessary to carry out the terms of this Contract including:
1. To receive and disburse funds for school purposes;
 2. 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;
 3. To solicit and accept gifts or grants for school purposes;
 4. To sue and be sued in its own name.
- e. In exercising the authority under Section 3.6(c) and (d), the Governance Board shall adhere to all Applicable Law.
- f. The Articles of Incorporation and Bylaws for the Governance Board are attached hereto and incorporated herein as Exhibits 1 and 2.
- g. Charter School will hold parent events to inform all school parents of the School's mission, educational program and new initiatives and strategic plans.

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.

- a. The Charter School shall be an instrumentality of the District and all Administrators, Teachers and staff shall be employees of the District.
- b. All Administrators, Teachers, and staff at the Charter School will be appropriately licensed by the Department pursuant to Wis. Stat. §118.19.

- c. The number of Administrators, Teachers and other staff assigned to the Charter School will be jointly determined by the Governance Board and the District. Recommendations for the renewal of administrative and teaching contracts will follow the required statutory timeline.
- d. All Administrators, Teachers and other staff will be employees of the District. The District and the Governance Board will collaborate in the hiring process of Administrators, Teachers, and other staff. The Governance Board will conduct the interview process and recommend candidates for approval by the District.
- e. The Charter School Principal will evaluate the performance of Administrators, Teachers, and other staff as required by District policy, and will report the evaluations to the Governance Board. The Governance Board will make recommendations regarding renewal and nonrenewal of Administrator and Teacher contracts to the District Board of Education in accordance with applicable statutory timelines. In addition, the Governance Board will make recommendations regarding employment of all other non-contracted staff. The District Board of Education will have final approval over all renewal and nonrenewal decisions as well as the continued employment of non-contracted staff.
- f. The Governance Board and Superintendent or designee will review and evaluate the performance of the Charter School Principal. The Superintendent will make final recommendations regarding renewal and nonrenewal to the Board of Education in accordance with applicable statutory timelines. The Principal will evaluate all teachers/staff.

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

The Charter School shall comply with all Applicable Laws concerning health and safety. In addition, the Charter School shall at all times establish and maintain policies and processes for ensuring the physical, social, and emotional health of the pupils enrolled in programs operated by the Charter School.

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 Charter School is a public school and shall not discriminate in admission or participation in any program or activity on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional, or learning disability. Information on the Charter School will be distributed through newspaper articles, District mailings, brochures, parent-teacher conferences, and the District's web site with a goal of achieving a racial and ethnic balance among pupils that

is reflective of the District's school-age population. If necessary, the Charter School will target its marketing efforts to areas that may be underrepresented or at risk in the Charter School's pupil population.

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

I. Admission

A. Exploration Charter High School is open to all students in grades 9 -12 of the North Fond du Lac School District, as well as students applying through the Wisconsin Open Enrollment pursuant to Wis. Stat. §§ 118.51, 118.52, or 118.53. Enrollment process. The school will open with grade 9 and grade 10 for the 2023-2024 school year, adding grade 11 for 2024-2025 school year, and adding grade 12 in 2024-2025. Application to and attendance at NFDL Charter High School is voluntary and no tuition is charged. Students who do not wish to attend or are not admitted into NFDL Charter High School may attend their home school or their home district.

B. Parents will enroll their children through an electronic registration form. A parent/guardian is encouraged to attend at least one informational meeting and visit the school in order to assure an understanding of the mission, philosophy, and approach of the school.

C. The Governance Board will set the enrollment limits by December 1 of the calendar year for the following school year. If the number of enrollment applications exceeds the enrollment limit, the school will select students on a random lottery basis.

D. Students may enroll and attend Exploration Charter High School during the school year as space permits in accordance with these guidelines until the end of September. Prior to such enrollment, the student's family must have a conference with the teachers, who will explain the teaching philosophy.

E. Siblings of current Exploration Charter High School students will receive enrollment preference and will be exempt from the lottery process if there are openings in the grade level they are requesting. If space is not available they will be given priority on the waiting list.

F. Children of the charter school's founders and governing board members (as stated in the bylaws), and current full-time employees will receive enrollment preference and will be

exempt from the lottery process if there are openings in the grade level they are requesting. If space is not available they will be given priority on the waiting list.

G. Students who have previously attended Treffert Way School for the Exceptional Mind cannot be given preference for the Exploration Charter High School.

H. If enrollment into the Exploration Charter High School extends into the open enrollment period or if the Charter School intends to accept students who open enroll through alternative open enrollment, enrollment is contingent on approval of each student's open enrollment application by the District. It is agreed that the Charter School will provide information to the District on successful applications for enrollment at The Charter School. The District agrees to approve open enrollment applications to fill open spots available at the Charter School.

I. The total number of such children given preference cannot exceed 10 percent of the charter school's total enrollment.

J. Special needs of students will be met according to the goals of their IEP (Individualized Education Program). The North Fond du Lac School District will provide needed special education services as appropriate.

K. Once a student is accepted into Exploration Charter High School he/she will automatically be enrolled from year to year. He/she does not have to go through the lottery process each year.

L. A student who withdraws and later wishes to enroll again will need to reapply and will have no priority over students applying for the first time.

II. Lottery Process for Exploration Charter High School

A. The lottery will be videotaped and kept on file for one calendar year.

B. Each application will have a numbered ticket attached to it; a duplicate ticket will be placed in a drum or similar container. Applicants of the same family will receive multiple tickets of the same number. The selection process will begin with the lowest grade first. The numbers for that grade will be placed in a bin. A governance board member of Exploration Charter High School will draw numbers from the drum, or similar container, and the names of the students will be written down in the order they are drawn until the maximum is reached. Numbers will then be drawn to form a waiting list.

C. The names of students on the waiting list will be recorded in the order in which they were drawn. The waiting list will dissolve at the end of September each year.

D. The administration has the authority to accept more students per grade and/or open up enrollment at certain grade levels if necessary to reach the targeted enrollment or students with enrollment preference for the current school year.

E. If a lottery is necessary, all families will be notified. The lottery will be announced and open to the public.

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

The Charter School shall submit its records for an annual audit by an auditing firm of the District's choosing. The audit shall be conducted in accordance with Applicable Law. The District will assume all audit costs associated with this review. The District may review the financial and programmatic operations and practices of the Charter School at any time and may request reasonable reports from the School with due notice. All financial and programmatic operations of the Charter School must be in accordance with Applicable Law and the District's policies, practices, and rules, unless expressly granted a waiver by the District.

Section 3.12 The procedures for disciplining pupils.

The Charter School will adhere to the discipline policies of the District.

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.

Attendance in the Charter School is voluntary. Any pupil who is a resident of the District and does not choose to enroll in and attend the Charter School may attend another school operated by the District in accordance with the District's attendance policies.

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

The District supports the Charter School by providing building space, equipment, teacher FTE, travel and a building supply budget based on a per-pupil allocation similar to that provided to other District schools. Liability coverage is the same as for all other District educational activities, whereby the District insures all ordinary and reasonably foreseeable risks of operations including liability, property, worker's compensation, negligent errors and omissions, and comprehensive coverage. The facility is at Horace Mann High School and is owned by the District.

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

Nothing contained in this Contract shall make, or be deemed to make, the District and the Charter School partners, venturers, principals, agents, or representatives of one another, except only as may expressly be provided in this Contract. Neither the District nor the Charter School shall have any authority to bind or obligate any other Party except only as may expressly be provided in this Contract.

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, the length of the 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.

- 2131 -- Educational outcome goals & expectations: The philosophy of the charter school is to individualize the education for each student. Due to the nature of our educational approach, educational outcome goals and expectations will be outlined for each student in their personalized learning plan and identified outcome measures and expectations will be measured based upon these goals.
- 2210 - Curriculum development: Individual curriculum appropriate to the school and the student will be developed.
- 2220 - Adoption of courses of study: This policy prohibits deviation from the content of a course of study. Students will be following individualized learning plans that allow them to meet the standards and outcomes of the course of study.
- 2230 - Course guides: Curriculum course guides will be individualized for each student by staff and consultants.
- 2330 - Homework: Individualized curriculum for the Charter School students may indicate that homework is not appropriate as "a properly planned part of the curriculum," as stipulated by this policy.
- 2340 - Field and other district-sponsored trips: The Charter School will organize additional trips that afford students the opportunity to visit local businesses for mentorship purposes.
- 2370 - Educational options: The educational options of the Charter School will go beyond what is offered by the District. The Charter School's plan to address student needs and meet educational standards through strength-based learning will be planned by the school staff and consultants and approved by the Governance Board.
- 2521 - Selection of instructional materials and equipment: The Charter School budget will provide instructional materials appropriate to the students and in conformance with standards, as decided by the Governance Board and school staff.

ARTICLE FIVE: OTHER TERMS COVENANTS AND CONDITIONS

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 District's student code of conduct and applicable Charter School policies - except as set forth in Article Five, Section 4.2, Teachers, other staff, and students will be subject to policies established by the District and the Charter School 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.

- a. 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).
- b. The District shall remain the Local Educational Agency for all students who qualify for an individualized educational program under IDEA.
- c. 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 allocation as set forth in 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 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 5.7 All Charter School employees (including Administrators, 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 In accordance with District established timelines, the Charter School Principal and Governance Board shall prepare, approve and submit to the District a proposed budget for the subsequent school year in compliance with District policies.

Section 5.9 In accordance with District established timelines. The District shall review the proposed budget submitted by the Charter School Administrator and Governance Board and determine the Charter School's funding for the following school year (the "Operational Budget"). Approval of the Operational Budget shall occur as part of the District's annual budgeting process and in accordance with the District's budgeting procedures. In addition, the District shall comply with all federal funding requirements in allocating federal funds to the Charter School similar to how federal funds are allocated to other schools in the District.

Section 5.10 In the event the Charter School incurs additional costs due to increased enrollment or unforeseen operational expenses or capital expenditures after approval of the Operational Budget, the Charter School shall provide written notice to the District and submit to the District a proposed revision to the Operational Budget. Upon receipt, the Parties shall convene a committee made up of the Superintendent, District Director of

Finance, Charter School Administrator, and Governance Board Representative to review the proposed revision to the 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 Operational Budget as set forth in Section 5.9. 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, following the same policies outlined for other District schools.

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.

ARTICLE SIX: JOINT RESPONSIBILITIES OF THE PARTIES

Section 6.1 Performance Evaluations:

- a. 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.
- b. At the end of each school year during the term of this Contract, the Charter School shall provide evidence of student learning and charter school performance.
- c. At the end of each school year during the term of this Contract, the Charter School 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.

ARTICLE SEVEN: NOTICES, REPORTS, AND INSPECTIONS

Section 7.1 Notices.

- a. **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. to the extent applicable.
- b. **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.
- c. **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 6.1[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:

- a. **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.

1. 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.
 2. 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.
- b. 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.
1. 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.
 2. 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.
- c. 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.

1. 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.
 2. If the District terminates this Contract, termination shall become effective at the end of the current academic semester, unless otherwise agreed upon by both parties.
- d. All Charter School monies and property, including equipment, shall be returned to the District upon termination.

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:

- a. The Governance Board has lost its right to exercise authority granted under this Contract and/or under Wisconsin law.
- b. The number of students in the Charter School drops below 1.
- c. The District defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.
- d. The District has violated Wis. Stat. § 118.40 or other Applicable Law.

Section 9.2 Procedures for Governance Board Termination of Contract:

- a. 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.
- b. Discretionary Termination.
 1. 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.
 2. 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.
 3. 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.

4. 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.
 5. If the Governance Board terminates this Contract, termination shall become effective at the end of the current academic semester, unless otherwise agreed upon by both parties.
- c. All Charter School monies and property, including equipment, shall be returned to the District upon termination.

Section 9.3 Final Accounting. 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.

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 July 1, 2023 and continue until the end June 30, 2028.

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 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 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:

District Board of Education
1115 Thurke Ave.
North Fond du Lac, WI
54937

Superintendent of The School District of North Fond du Lac
1115 Thurke Ave.
North Fond du Lac, WI
54937

Charter School Governance Board
Board President
NFDL Charter School, Inc.
706 Minnesota Ave
North Fond du Lac, WI

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:

Name

Title

Date

Name

Title

Date

Name

Title

Date

FOR THE DISTRICT BOARD OF
EDUCATION:

Name

Title

Date

Name

Title

Date

Name

Title

Date