

Date of Board Approval ~~June 29, 2017~~

**CHARTER SCHOOLS CONTRACT  
BETWEEN  
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS  
AND  
CARMEN HIGH SCHOOL OF SCIENCE AND  
TECHNOLOGY, INC.**

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**CHARTER SCHOOLS CONTRACT  
BETWEEN  
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS  
AND  
CARMEN HIGH SCHOOL OF SCIENCE AND TECHNOLOGY, INC.**

**THIS CONTRACT** made by and between the Milwaukee Board of School Directors, (hereinafter, Board), 5225 West Vliet Street, P.O. Box 2181, Milwaukee, Wisconsin, 53201-2181, and Carmen High School of Science and Technology, Inc. (hereinafter, Operator), 1712 South 32<sup>nd</sup> Street, Milwaukee, WI 53215.

**WHEREAS**, The Board is authorized to establish Milwaukee Public Schools (MPS) charter schools under the Wisconsin Charter School Law, Wis. Stat. § 118.40; and

**WHEREAS**, On April 27, 1999, the Board adopted Administrative Policy 9.12 and Administrative Procedure 9.12 relating to the establishment of MPS charter schools under Wis. Stat. § 118.40 and creating an MPS Charter Schools Review Panel (CSRP) to review, evaluate and make recommendations to the Board with regard to petitions and proposals to establish MPS charter schools; and

**WHEREAS**, One of the methods by which the Board may lawfully establish a charter school is set forth in Wis. Stat. § 118.40(2m), which provides that the Board may enter into a contract with a person based upon the Board's own initiative to establish a charter school; and

**WHEREAS**, In an effort to facilitate the establishment of MPS charter schools based on the Board's own initiative, Administrative Policy 9.12 and Administrative Procedure 9.12 provide that the Board may seek and consider proposals from parents, educators, community groups, nonprofit organizations, individuals, and combinations of such entities who would like to operate an MPS charter school; and

**WHEREAS**, pursuant to Wis. Stat. § 118.40(3)(f), the Board may provide for the establishment of more than one charter school in a single contract; and

**WHEREAS**, The Board received a proposal from Carmen High School of Science and Technology, Inc. that contained all of the provisions contained in Wis. Stat. § 118.40(1m)(b) as required by Administrative Policy 9.12 and Administrative Procedure 9.12; and

**WHEREAS**, The proposal received from Carmen High School of Science and Technology, Inc. proposed the establishment of an MPS charter school to be called Carmen High School of Science and Technology High School that would not be an instrumentality of MPS; and

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**WHEREAS**, The CSRP reviewed and evaluated the proposal and recommended to the Board that Carmen High School of Science and Technology High School be established as an MPS charter school; and

**WHEREAS**, Wis. Stat. § 118.40(2m) requires that the Board hold a public hearing on a contract that would establish a charter school that is not an instrumentality of MPS at least 30 days before entering in the contract; and

**WHEREAS**, The Board held a public hearing on February 13, 2007 to consider the proposal, taking into account the level of employee and parental support for the establishment of the charter school described in the proposal and the fiscal impact on MPS of granting the proposal; and

**WHEREAS**, The Board on February 22, 2007, after the public hearing, granted the proposal to establish Carmen High School of Science and Technology High School as an MPS charter school; and

**WHEREAS**, The Board on April 19, 2007 voted to approve a five-year Contract for Carmen High School of Science and Technology, (now known as Carmen High School of Science and Technology South) beginning on the first regularly scheduled day of the 2007-2008 school year; and

**WHEREAS**, The Board on June 28, 2012 voted to approve a five-year Contract for Carmen High School of Science and Technology, (now known as Carmen High School of Science and Technology South) beginning on the first regularly scheduled day of the 2012-2013 school year; and

**WHEREAS**, The Board held a public hearing on June 14, 2012 to consider Operator's proposal to establish Carmen Middle/High School of Science and Technology (now known as Carmen Middle/High School of Science and Technology, Northwest), taking into account the level of employee and parental support for the establishment of the charter school described in the proposal and the fiscal impact on MPS of granting the proposal; and

**WHEREAS**, The Board on October 25, 2012 voted to approve a five-year Contract for Carmen Middle/High School of Science and Technology, Northwest beginning on the first regularly scheduled day of the 2012-2013 school year; and

**WHEREAS**, The Board held a public hearing on October 13, 2015 to consider Operator's proposal to discuss a partnership with Pulaski High School and establish Carmen High School of Science and Technology, Southeast at Pulaski High School, taking into account the level of employee and parental support for the establishment of the charter school described in the proposal and the fiscal impact on MPS of granting the proposal; and

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**WHEREAS**, The Board on April 21, 2016 voted to approve a partnership with Pulaski High School and Operator to expand Operator’s program at Pulaski High School, 2500 W. Oklahoma Ave, Milwaukee, WI 53215 (now known as Carmen High School of Science and Technology, Southeast) with 200 pupils; and

**WHEREAS**, The Board held a public hearing on March 14, 2017 to consider Operator’s proposal to establish Carmen Middle School of Science and Technology, South, taking into account the level of employee and parental support for the establishment of the charter school described in the proposal and the fiscal impact on MPS of granting the proposal; and

**WHEREAS**, The Board on March 30, 2017 granted the proposal to establish Carmen Middle School of Science and Technology, South at a new location (to be determined later) to begin on the first regularly scheduled day of the 2018-2019 school year; and

**WHEREAS**, The Board on March 30, 2017 directed the MPS Office of Contracted School Services, in consultation with the Board’s designee and the Milwaukee City Attorney’s Office, to attempt to negotiate, and draft a contract with Carmen High School of Science and Technology, Inc. and

**WHEREAS**, The Board is granting a charter separately for each charter school under this Contract, with each charter being granted to Operator to operate each charter school; and

**WHEREAS**, This document represents the contract that has been negotiated and drafted and that contains all of the provisions required by Wis. Stat. § 118.40(1m)(b)1-15, as well as additional provisions; and

**WHEREAS**, the Operator’s governing body on June 27, 2017 approved this Contract and authorized the Carmen Board of Directors Chair and the Head of Schools to execute this Contract; and

**WHEREAS**, the Board on \_\_\_\_\_ approved the location of Carmen Middle School of Science and Technology, South at 1236 S. Layton Blvd., Milwaukee, WI 53215 beginning with the 2018-2019 school year; and

**WHEREAS**, The Board on ~~June 29, 2017~~ \_\_\_\_\_ approved this Contract and authorized the Board President and the Superintendent to execute this Contract under the following terms and conditions:

**I. CHARTER SCHOOLS TO BE ESTABLISHED:**

The following are the charter schools established under this Contract (hereinafter, Charter Schools):

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1. Carmen High School of Science and Technology, South, 1712 South 32<sup>nd</sup> Street, Milwaukee, WI 53215;
2. Carmen Middle/High School of Science and Technology, Northwest, 5496 North 72<sup>nd</sup> Street, Milwaukee, WI 53218;
3. Carmen High School of Science and Technology, Southeast, 2500 W. Oklahoma Avenue, Milwaukee, WI 53215; and
4. Carmen Middle School of Science and Technology, South, ~~at a new location to be determined~~1236 S. Layton Blvd, Milwaukee, WI 53215.

The use of the term “Charter Schools” in the plural form shall refer to all charter schools established under this Contract. The use of the term “Charter School” in the singular form throughout this Contract is intentional. The use of any modifiers or determiners to either term is also intentional.

**II. OPERATOR RESPONSIBILITIES:**

**A. The name of the person who is seeking to establish the Charter Schools.**

In accordance with Wis. Stat. § 118.40(2m) and Administrative Policy 9.12 and Administrative Procedure 9.12, the Board is entering into this Contract on its own initiative to establish MPS Charter Schools, having considered the proposals submitted by Carmen High School of Science and Technology, Inc.

**B. The name of the person who will be in charge of the Charter Schools and the manner in which administrative services will be provided.**

Patricia Hoben, Ph.D. or his/her successor, the person named in the Operator’s proposal(s) (kept on file in the MPS Office of Contracted School Services and incorporated herein by reference as Appendix A) shall be in charge of the Charter Schools. The manner in which administrative services will be provided shall be in accordance with Appendix A.

Dr. Patricia Hoben currently serves as the “Head of Schools” for the Operator. The Head of Schools is ultimately responsible for the management of all of the Operator’s programs including any charter school established and operated under this Contract. Dr. Hoben reports directly to the Board of Directors of the Operator. Each charter school operated by the Operator has a principal who manages daily school operations and oversees staff at each location. The principals of the Operator’s charter schools report directly to the Head of Schools.

Operator shall notify MPS of the name of any proposed replacement for the position of Head of Schools. No Head of Schools shall be appointed without the mutual agreement with MPS.



**C. A description of the educational programs of the Charter Schools.**

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

Operator shall be exempt from MPS policies and procedures and Chapters 115 through 121 of the Wisconsin Statutes, except as otherwise explicitly provided by law or this Contract. Operator shall comply with any MPS policies, procedures and requirements included in Appendix B by the Board during the term of this Contract, and with any MPS policies, procedures and requirements included in Appendix B that are revised by the Board during the term of this Contract. MPS shall notify Operator of any such revisions and Operator shall have the opportunity to negotiate regarding these revisions.

Neither the Board nor the MPS administration shall operate the educational programs or make policy, rules or procedures that directly affect the operation of the educational programs at the Charter Schools, except as explicitly provided in this Contract and in MPS Administrative Policy 9.12: Charter Schools.

In the event Operator wishes to change the educational program for any or all Charter Schools as identified in Appendix A, Operator shall negotiate a contract amendment.

**D. The methods Operator will use to enable pupils to attain the educational goals under Wis. Stat. § 118.01.**

Operator shall use the methods of instruction described in Appendix A to enable pupils to attain the educational goals listed in Wis. Stat. § 118.01. Operator shall immediately notify MPS in the event a significant change in the methods of instruction is contemplated for any or all Charter Schools.

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

Operator shall use the following local measures, assessments and standardized tests to measure pupil progress under Wis. Stat. § 118.01 at each Charter School.

- PERFORMANCE INDICATORS AND PROMOTION/GRADUATION REQUIREMENTS

Operator shall at a minimum follow the same promotion and graduation measures as all MPS non-chartered schools. Operator shall issue diplomas consistent with the attainment of the graduation measures as identified in Appendix A. Operator explicitly agrees to comply with the accountability and assessment provisions of all current state and federal laws and regulations, as they are made applicable to MPS.

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If Operator chooses to implement an assessment plan that includes unique local learning or performance standards and additional assessments to measure pupil achievement, the standards must be measurable and assessed annually as to each Charter School, and the assessment results of each Charter School must indicate if a pupil Meets or Does Not Meet the standard(s). In addition, Operator shall document the growth and trend data for pupil performance at each Charter School as related to the standard(s). Operator's decision to implement unique standards and assessments shall not affect Operator's obligation to comply with any current federal, state and district assessment measures.

Operator may: (1) define the local curricular, learning or performance goals and the methods employed for determining pupil growth at each Charter School; (2) establish a method for determining the baseline of pupil performance against which pupil achievement and growth will be measured at each Charter School; and (3) define the method for determining whether or not these goals have been met at each Charter School. Operator may report all such data regarding local performance indicators in their annual pupil academic achievement report for each Charter School.

Operator shall annually administer at each applicable grade level all district-wide assessments in the same manner and time-frame as the MPS non-chartered schools, unless Charter School calendars as described in Appendix A preclude the same time frame as MPS non-contracted schools.

Operator shall annually administer the Wisconsin State Assessment System (WSAS) test(s) as well as the Wisconsin State Assessment System (WSAS) alternate test(s) for eligible students with special needs and assessments and for eligible English Language Learners (ELLs) in the same manner, time frame, and at the same grade levels as the MPS non-chartered schools.

Operator shall, at a minimum, report the results of mandated assessments at each Charter School in the same format as MPS non-chartered schools. Assessments shall be administered and reported in accordance with the MPS Annual Assessment Calendar attached hereto as Appendix C and incorporated herein by reference for each school year of this Contract.

All pupils will be included in the assessment process, with reasonable accommodations for pupils being made if necessary, as set forth in the assessment guidelines for each assessment. Operator shall include children with disabilities and ELLs in all federal, state, district, and local educational assessments, with appropriate accommodations where necessary, or in alternative assessments for those children who cannot participate in federal, statewide, district-wide or local educational agency-wide assessments as set forth in the assessment guidelines for each assessment.

Operator shall pay all costs associated with assessments administered to pupils at each Charter School. Such costs shall not exceed the rate paid for such assessments administered by non-

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contracted MPS schools. The only exception to this obligation to pay for costs is for federal or state-required tests that are supplied at no cost to public schools.

Operator shall develop and submit an annual pupil academic achievement report for each Charter School to MPS within 30 days of the receipt of the data. Achievement data for pupils attending a Charter School for less than a full academic year will not be counted for that Charter School in pupil academic achievement reports. Such academic achievement reports shall, at a minimum, include all related school assessment data, in the format provided by MPS, for each of the following applicable criteria.

1. As to each Charter School, achieve a percentage of pupils in the Charter School scoring proficient or advanced on the Wisconsin State Assessment System tests (WSAS) in English Language Arts that is the same as, or higher than, the percentage of pupils scoring proficient or advanced in corresponding grades in all MPS schools; and
2. As to each Charter School, achieve a percentage of pupils in the Charter School scoring proficient or advanced on the Wisconsin State Assessment System tests (WSAS) in mathematics that is the same as, or higher than, the percentage of pupils scoring proficient or advanced-in corresponding grades in all MPS schools; and
3. As to each Charter School, achieve a percentage of pupils in the Charter School scoring proficient or advanced on the Wisconsin State Assessment System tests (WSAS) in science that is the same as, or higher than, the percentage of pupils scoring proficient or advanced in corresponding grades in all MPS schools; and
4. As to each Charter School, achieve a percentage of pupils in the Charter School scoring proficient or advanced on the Wisconsin State Assessment System tests (WSAS) in social studies that is the same as, or higher than, the percentage of pupils scoring proficient or advanced in corresponding grades in all MPS schools; and
5. As to each Charter School, and using a DPI formula for comparison, Charter School shall achieve a 4-year high school graduation rate that is the same as, or higher than, the high school graduation rate in all MPS high schools; and
6. As to each Charter School, and using a DPI formula for comparison, Charter School shall achieve a 5-year high school graduation rate that is the same as, or higher than, the high school graduation rate in all MPS high schools; and
7. As to each Charter School, and using a DPI formula for comparison, Charter School shall achieve a 6-year high school graduation rate that is the same as, or higher than, the high school graduation rate in all MPS high schools; and
8. As to each Charter School, achieve a composite score for African American juniors in each Charter School on the Wisconsin State Assessment System (WSAS) ACT test that is

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- one (1) point or higher than the district average for African American juniors in all MPS schools; and
9. As to each Charter School, achieve a composite score for Hispanic juniors in each Charter School on the Wisconsin State Assessment System (WSAS) ACT test that is one (1) point or higher than the district average for Hispanic juniors in all MPS schools; and
  10. As to each Charter School, achieve a composite score for Economically Disadvantaged juniors in each Charter School on the Wisconsin State Assessment System (WSAS) ACT test that is one (1) point or higher than the district average for Economically Disadvantaged juniors in all MPS schools; and
  11. As to each Charter School, demonstrate an average college enrollment rate for the Fall following graduation from high school that is at least ten (10) percentage points higher than the district average college enrollment rate as reported by the Wisconsin Department of Public Instruction; and
  12. As to each Charter School, demonstrate an average college enrollment rate for Economically Disadvantaged pupils for the Fall following graduation from high school that is at least fifteen (15) percentage points higher than the district average college enrollment rate for Economically Disadvantaged pupils as reported by the Wisconsin Department of Public Instruction; and
  13. As to each Charter School using the MPS universal screener for pupils in grades 6, 7 and 8, demonstrate average gap closure in reading from the beginning to the end of the school year that is greater than, or equal to, the district wide average gap closure over the same time period for pupils in the corresponding grades in all MPS schools; and
  14. As to each Charter School using the MPS universal screener for pupils in grades 6, 7 and 8, demonstrate average gap closure in mathematics from the beginning to the end of the school year that is greater than, or equal to, the district wide average gap closure over the same time period for pupils in the corresponding grades in all MPS schools.

Some of the performance criteria listed above may not apply to all Charter Schools because of the grade levels of the students served at each Charter School. Pupils at each Charter School shall be deemed by the Board to have made sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01, or the academic performance criteria established by the Board, if the Charter School meets at least 75% of the applicable performance items.

In addition to the measures listed above, each Charter School shall also meet the following applicable criteria:

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15. Achieve a stability rate of pupils in the Charter School that is the same as, or higher than, the stability rate of pupils in corresponding grades in all MPS schools; and
16. Achieve an average daily attendance rate of pupils in the Charter School that is the same as, or higher than, the average daily attendance rate of pupils in corresponding grades in all MPS schools; and
17. Achieve a mobility rate of pupils in the Charter School (registered as of the September Third Friday Count) that is the same as, or lower than, the mobility rate of pupils in corresponding grades in all MPS schools; and
18. Achieve a percentage of pupils promoted from grade 8 in the Charter School that is the same as, or higher than, the percentage of pupils being promoted from the corresponding grades in all MPS schools.

Failure of a Charter School to meet criteria 15, 16, 17 or 18 alone shall not be grounds for termination of this Contract, but upon request Operator shall provide MPS with its explanation of the cause of a Charter School's failure to meet these criteria.

**F. The governance structure of Operator, including the method to be followed by Operator to ensure parental involvement at each Charter School.**

- INCORPORATION

Operator is incorporated as a non-profit non-sectarian corporation in the State of Wisconsin and has received § 501(c)(3) tax exempt status from the Internal Revenue Service. Operator shall immediately notify MPS in the event there is a change in Operator's status. Board reserves the right to terminate this Contract under IV.C.2. due to a change in status.

Operator has submitted to Board the Articles of Incorporation attached hereto as Appendix D and the Bylaws of Operator attached hereto as Appendix E. Operator shall promptly provide MPS with a copy of any proposed amendment to Appendix D or E. Board reserves the right to terminate this Contract under IV C.2. if it does not approve of any change which materially affects Operator and/or any or all Charter Schools.

- GOVERNANCE STRUCTURE

Operator shall provide a list of the names of the individuals serving on the governing body of Operator to MPS.

Operator shall be responsible for notifying MPS whenever the membership of the governing body of Operator changes.

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The governance structure of Operator shall be that set forth in Appendix A, including provisions for autonomy related to policy, budget development, staffing and evaluation.

Operator shall abide by its Articles of Incorporation and Bylaws. Operator shall promptly provide MPS with a copy of any proposed amendment to Appendix D or E.

Operator's governing body shall comply with the provisions of Wis. Stat. § 118.40(4)(ag).

- **PARENTAL INVOLVEMENT**

Operator shall employ the methods described in Appendix A to ensure parental involvement at each Charter School. Parental involvement shall be an integral component of each Charter School.

- **TITLE I REQUIREMENTS**

If Operator seeks Title I funding for any or all Charter Schools, Operator shall comply with all of the rules and regulations applicable to that funding source, including completion of an educational plan and any other documentation required by Title I.

If any Charter School fails to meet expectations under the Wisconsin Accountability System Metric, Operator shall implement and be financially responsible for any interventions/strategies required based upon the Charter School's status.

**G. 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 any Charter School.**

All Charter Schools shall not be an instrumentality of MPS and therefore, pursuant to Wis. Stat. § 118.40(7)(a), no personnel employed by Operator shall be employed by the Board.

Operator shall adhere to MPS' Administrative Policy 3.09(17), regarding Livable Wage for full-time employees.

Operator shall ensure that all instructional staff of all Charter Schools hold a current and appropriate license or permit issued by the Wisconsin Department of Public Instruction (DPI) to teach assigned classes.

Operator shall not enter into any contract or agreement with a third party for the operation or management of any or all Charter Schools.

**H. The procedures that Operator will follow to ensure the health and safety of the pupils.**

Operator and all Charter Schools shall comply with all MPS policies included in Appendix B and all local, state and federal laws, codes, rules, and regulations that apply to public schools pertaining to health and safety. Operator shall ensure that all of its pupils comply with Wisconsin immunization requirements.

Operator shall provide safe and healthful facilities. The facilities shall comply with Wis. Stat. §§ 254.11-254.178 and any rule promulgated under those sections.

**I. The means by which Operator will achieve a racial and ethnic balance among its pupils at each Charter School that is reflective of the school district school-age population.**

Operator shall use its best efforts to establish and maintain a racial and ethnic balance among its pupils at each Charter School. Operator shall abide by its plan to welcome and recruit a student body diverse in race, language, economic status, and special education needs reflective of the school district population as referenced in Appendix A.

**J. The requirements for admission to a Charter School.**

If Operator imposes admissions requirements at any or all Charter Schools, those requirements shall be set forth with specificity in Appendix A and shall not be in conflict with Federal Charter School Program Requirements and shall not be modified except by mutual agreement. If a Charter School does not have seats for all the students who apply during the application period(s), a random selection process (lottery) for enrollment shall be used. However, a Charter School shall give preference to pupils enrolled in that Charter School in the previous school year and to siblings of pupils who are enrolled in that Charter School.

Operator shall maintain pupil database information for each Charter School on an MPS approved format in accordance with MPS administrative policies and procedures pertaining to each Charter School pupil, including, but not limited to the pupil's name, address, home phone number, place and date of birth, parent(s) or guardian, immunization records, ethnic background, school of last attendance, number of siblings, and emergency contact.

In addition, unless Operator has received a written exemption from MPS, Operator shall maintain pupil database information for each Charter School on an MPS approved format and as required by MPS, including, but not limited to the update of official transcripts, promotion, graduation, credit detail, diploma, and pupil attendance data. If Operator receives a written exemption, all transcripts must be accompanied by a translation. Operator shall place in each pupil's cumulative folder copies of the final report card and official transcripts. Operator and all Charter Schools shall fully comply with the law regarding the confidentiality of pupil records as provided for in 20 U.S.C. §1232g Family Education Rights and Privacy Act (FERPA) and its implementing regulations and Wis. Stat. § 118.125. Operator and all Charter Schools shall also be subject to all MPS school records retention guidelines. Operator and all Charter Schools shall comply with retention schedules set forth in Administrative Policy 8.42 on Student Records.

Operator shall submit in Appendix A, a plan that describes the means by which Operator will include pupils with special education needs, including pupils whose special education needs are other than speech and language only, in Operator's pupil population. The MPS Division of Special Services shall review annually with Operator the enrollment of children with disabilities. Operator shall make a commitment to serve children with disabilities whether such children are currently or newly identified as children with disabilities.

All Charter Schools, as public schools, shall, through their and/or Operator's policies and procedures, comply with all of the requirements of the Individuals with Disabilities Education Act, 20 U.S.C. 1400 *et seq.* (IDEA), and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, *et seq.* (sec. 504). Each Charter School shall provide a free appropriate public education (FAPE) to children with disabilities, including, but not limited to, identifying, evaluating, planning educational programs, and implementing placements in accordance with those Acts.

**K. The manner in which annual audits of the financial and programmatic operations of Operator and each Charter School will be performed.**

- FINANCIAL MANAGEMENT AND AUDIT REQUIREMENTS

MPS shall have full access to all books and records of Operator and any and all Charter Schools upon reasonable notice during regular business hours throughout the calendar year.

Operator shall operate and expend and account for funds in aggregate and as to each Charter School in a manner consistent with the provisions of this Contract and the Operator's 2017-2018 Operating Budget attached hereto as Appendix F and incorporated herein by reference.

Subsequent annual operating budgets shall be submitted to MPS by April 30<sup>th</sup> of each year. Such annual operating budgets shall be comprehensive and shall use approved format guidelines. Operator shall expend and account for funds in aggregate and as to each Charter School in a manner consistent with the provisions of this Contract and the annual operating budget. All amendments to the annual budget shall be filed with MPS within 30 days from approval by Operator of the amendment.

Annually, Operator shall submit a balanced budget, including a separate schedule for each Charter School, for the funds provided under this Contract. The budget shall be prepared in accordance with the prescribed format attached hereto as Appendix G and incorporated herein by reference and shall classify costs as instructional, instructional support, and noninstructional support costs.

Operator shall expend and account for funds in aggregate and as to each Charter School in a manner consistent with the provisions of this Contract, Appendix A and Appendix F. Operator may make reasonable changes to budgeted categories in its annual budget set forth in Appendix



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F based on reasonable educational and/or policy determinations. MPS has the right to recoup money spent on expenditures not allowable under OMB. Operator is responsible for all deficits and shall retain and carry over unexpended Board funds from one school year to the next.

Operator shall expend and account for funds in aggregate and as to each Charter School in accordance with the provisions of the federal guidelines set forth in Office of Management and Budget 2 CFR Part 200 OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

When Operator anticipates a revenue shortfall or deficit from operations at any or all Charter Schools, or upon request of MPS, Operator shall submit within 30 days, to MPS, contingency plans for such revenue shortfalls. Plans to manage deficits or other contingencies must be explained. This plan shall include a cash flow budget in the MPS Charter School Budget Format for the remainder of the current fiscal year, if appropriate, and for the entire next fiscal year. MPS shall review this plan and budget for fair presentation and reasonableness. Operator shall submit to MPS any plans to incur long-term debt, the funds to be used to repay the debt, and the schedule of any interest incurred from debt chargeable to funds received from MPS. MPS shall review this plan and schedule of repayment for fair presentation and reasonableness. Under no circumstances will this debt incur a liability to MPS.

Operator shall maintain all financial records in compliance with state and federal guidelines and with Generally Accepted Accounting Principles and Standards. Financial records shall include, but not be limited to, invoices, payroll records, timesheets and receipts. Operator shall grant MPS, or any authorized MPS representative, full access to all books, records, and documents of Operator and any and all Charter Schools, upon reasonable notice during regular business hours throughout the calendar year, as well as the right to review Operator's and each Charter School's financial and audit records for a period up to three years following the expiration or termination of this Contract.

Operator's financial system shall segregate and properly account for and report on the revenues received and expenditures incurred under this Contract. Operator shall file with MPS a mid-year unaudited balance sheet and revenue/expense statement, including a separate schedule for each Charter School. The schedule of contract revenue expenses should be prepared in a format consistent with the approved budget in Appendix F by February 15 of each year during the term of this Contract. A narrative summarizing the financial condition of Operator and each Charter School shall accompany the mid-year unaudited balance sheet and revenue and expense statement. This narrative shall include a plan to address any potential deficit or revenue shortfall at any or all Charter Schools. Such mid-year unaudited balance sheet and revenue/expense statement shall cover the period of July 1 through December 31 of that contract year.

- ANNUAL FINANCIAL AUDIT

Operator shall provide for an annual financial audit. Operator has opted to use the following method:

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### Method 2

Operator shall submit to MPS, within three months after the MPS fiscal year end, unless a written extension of time is granted by MPS, a complete set of audited financial statements, including Statement of Financial Position, Statement of Activities and Changes in Net Assets, and Statement of Cash Flows, together with full footnote disclosure prepared by an independent certified public accountant. The audit shall include a separate schedule for each Charter School detailing revenues and expenditures resulting from this Contract. The schedule of contract revenues and expenditures, and the auditor's opinion, shall be prepared in accordance with the approved MPS statement and opinion formats. The audit statements shall be prepared in accordance with generally accepted accounting principles and shall be prepared using full accrual accounting. The audit shall be conducted in accordance with generally accepted auditing standards and government auditing standards, issued by the Comptroller General of the United States. Notwithstanding any other provisions of this Contract, the Board reserves the right to terminate this Contract under paragraph IV.C.4. should such auditor's opinions be anything other than unqualified.

Instructional, instructional support and noninstructional support cost classifications, for auditing purposes, shall be evaluated in accordance with the guidelines set forth in INSITE: Finance Analysis Model for Education attached hereto as Appendix H and incorporated herein by reference or any guidelines preapproved by MPS.

Single audit reports, prepared in accordance with the provisions of the US Office of Management and Budget 2 CFR Part 200 OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, if applicable, must be submitted to MPS within three months of the MPS fiscal year end.

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

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

MPS reserves the right to contact Operator or its auditors to request additional information, analysis, or clarification of financial statement information.

- **PERFORMANCE AUDIT REQUIREMENTS**

Operator shall provide for an annual performance audit for each Charter School. Operator has opted to use the following method:

## Carmen Non-Instrumentality Multi-School Charter Contract

### Method 2

Within 60 days after receipt of the academic achievement report data under this Contract, unless a written extension of time is granted by MPS, Operator shall submit a report prepared by an independent certified public accountant, which report shall attest to the: a) accuracy, validity and reasonableness of academic achievement and programmatic results reported by Operator to MPS; and b) Operator and each Charter School's compliance with the financial, administrative, and performance provisions of this Contract. The attestation opinion shall be issued using the approved MPS format. The performance/compliance audit shall be conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants and the MPS Minimum Audit Requirements. Additionally, the performance report shall provide a clear indication of whether Operator and each Charter School met the academic performance criteria established by the Board. This performance information will be used in assessing any renewal options for a charter contract. The Board reserves the right to terminate this Contract upon receipt and review of the attestation report.

For every school year ending in an odd number, Operator shall submit to MPS an independent auditors' attestation opinion for each Charter School, which shall attest to pupil eligibility composition.

Additional audits may be conducted as required by federal and state financial assistance requirements and as identified in this Contract.

Operator shall be responsible for the cost of all audits. Operator is encouraged to explore possible cost saving options for all service functions, including audit services.

Operator shall immediately report to MPS and the MPS Office of Board Governance any pending or threatened litigation, including administrative proceedings, alleging violation of any applicable local, state and federal laws, codes, rules, or regulations by Operator, its agents, board members, officers, employees, volunteers, contractors, or subcontractors, or by any or all Charter Schools.

### **L. The procedures for disciplining pupils.**

- DISCIPLINARY GUIDELINES

Operator has opted to use the following disciplinary guidelines at each Charter School:

#### Option 2

Operator is authorized to establish its own disciplinary guidelines so long as such guidelines are not in direct conflict with the MPS Parent/Student Handbook on Rights, Responsibilities and Discipline, attached hereto as Appendix I and incorporated herein by

Carmen Non-Instrumentality Multi-School Charter Contract

reference. Operator has chosen to establish its own disciplinary guidelines, which have been reviewed and approved by MPS in accordance with Administrative Procedure 9.12, Charter School Petition and Proposals. Operator's Discipline Policy is attached hereto as Appendix J and incorporated herein by reference. Any changes or amendments to Operator's Discipline Policy must be submitted to MPS.

Operator shall contact the MPS Division of Student Services for the possible expulsion of any Charter School's pupil. Operator and/or any Charter School shall not expel any pupil except in accordance with Appendix I and applicable MPS policies and procedures. Operator will be invoiced in the same manner as non-contracted MPS schools.

Operator and/or any Charter School shall not discipline pupils protected under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, *et seq.* (sec. 504), the Individuals with Disabilities Education Act, 20 U.S.C. 1400 *et seq.* (IDEA), and the American with Disabilities Act, 42 U.S.C. 12101 *et seq.* (ADA) unless Operator or the Charter School complies with the requirements of those Acts.

Wis. Stat. § 118.31, which prohibits corporal punishment of pupils, shall apply to Operator and to all Charter Schools. Wis. Stat. §§ 118.32 and 948.50, which prohibit a strip search of a pupil, shall apply to Operator and to all Charter Schools.

**M. The public school alternatives for pupils who reside in a Charter School's attendance area and do not wish to attend or are not admitted to the Charter School.**

As required by Wis. Stat. § 118.40(6): "Program voluntary. No pupil may be required to attend a charter school without his or her approval, if the pupil is an adult, or the approval of his or her parents or legal guardian, if the pupil is a minor." A pupil who is a resident of the City of Milwaukee, who does not choose to attend a Charter School, may attend a school operated and managed by the Board in accordance with MPS Student Assignment Policies, as amended from time to time, so long as the pupil has not been expelled from school.

**N. A description of Operator's facilities and the types and limits of the liability insurance that Operator will carry.**

• FACILITIES

Operator shall ensure that the facilities utilized to conduct its educational programs during the term of this Contract shall be adequate to serve the pupil population identified in this Contract. Although the Charter Schools may be located in a shared facility, each Charter School shall have a unique identification number assigned by the DPI. The MPS Division of Facilities and Maintenance Services and MPS Benefits and Insurance Division shall view each facility prior to the commencement of the charter school educational program in the facility. Board reserves the right to terminate this Contract under paragraph IV.C.2. if MPS does not approve any facility in

## Carmen Non-Instrumentality Multi-School Charter Contract

which the charter school educational program is to be conducted. The Board also reserves the right to terminate this Contract under paragraph.IV.C.2. if Operator does not complete, to the satisfaction of MPS, any modifications or repairs that may be deemed necessary by MPS. The Board reserves the right to revoke the charter of any Charter School on the same grounds for termination as provided for in this section in lieu of terminating the Contract.

Operator shall assume full responsibility for the cost of providing and maintaining its facilities. Operator and each Charter School shall comply with all local, state and federal laws, codes, rules, and regulations pertaining to health and safety that apply to public schools in cities of the first class. Specifically, Operator and each Charter School shall comply with the following MPS Facilities Standards:

1. In compliance with City of Milwaukee Ordinances, Operator shall obtain an occupancy permit for school usage at each Charter School, to provide the educational program under this Contract, prior to the first day of pupil attendance. Failure to obtain the necessary permit by that date shall result in termination of this Contract and MPS shall have the absolute and unqualified right to recover any and all funds that may have been advanced to Operator under this Contract.
2. Operator shall comply with all local, state and federal laws, codes, rules, and regulations pertaining to asbestos at each Charter School that apply to public schools, including but not limited to, the completion of an Asbestos Hazard Emergency Response Inspection and Management Plan prior to the first day of pupil attendance. Failure to complete and obtain MPS approval of an Asbestos Hazard Emergency Response Inspection and Management Plan by that date shall result in termination of this Contract and MPS shall have the absolute and unqualified right to recover any and all funds that may have been advanced to Operator under this Contract. MPS requires a minimum of two weeks for review of final documents. Upon completion of the management plan, Operator shall take immediate steps to implement that management plan.
3. Operator shall obtain MPS approval for any facility modification, major repair, or any other activity that may disturb or impact facility asbestos or the Asbestos Hazard Emergency Response Management Plan, prior to the initiation of such activity.

In the event Operator anticipates relocating any Charter School from its facility, Operator shall notify MPS in writing at least 30 days prior to the anticipated relocation. Operator shall ensure that any new facility meets all of the safety codes and standards required under this Contract, including, but not limited to, the occupancy permit referred to in this section, in accordance with applicable timelines. The MPS Division of Facilities and Maintenance Services shall view any new facility. The Board reserves the right to terminate this Contract under paragraph IV.C.2. if MPS does not approve the facilities in which the charter school educational program is to be relocated. The Board also reserves the right to terminate this Contract under paragraph IV.C.2. if

## Carmen Non-Instrumentality Multi-School Charter Contract

Charter School does not complete, to the satisfaction of MPS, any modifications or repairs that may be deemed necessary by MPS. The Board reserves the right to revoke the charter of any Charter School on the same grounds for termination as provided for in this section in lieu of terminating the Contract.

- INDEMNIFICATION

Operator shall be required to defend, indemnify and hold harmless MPS and the Board, its agents, board members, officers, and employees (the “Indemnitee”) from and against any and all actual or alleged claims, demands, actions, causes of action, damages and claims of any kind, including but not limited to, bodily injuries, personal injuries, contingent liabilities or damages and reasonable attorney fees, arising out of or in any way related to or associated with or arising from the services rendered under this Contract or the operation of the charter school educational programs, that are or may be brought or maintained by any individual or entity against the Indemnitee.

This indemnification obligation shall not be reduced in any way by the existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under workers’ compensation laws or other insurance provisions. Under no circumstances is the Indemnitee’s recovery limited due to the fact that the Board is named as an additional insured under any of Operator’s insurance policies. Operator agrees to accept tender of the defense of any claim or action against MPS or the Board falling within the scope of this indemnity.

- INSURANCE

Operator shall provide to MPS copies of any insurance notices.

Operator understands and agrees that financial responsibility for claims or damages to any person, or to Operator’s employees and agents, shall rest with Operator. Operator shall effect and maintain any insurance coverage, including, but not limited to Workers’ Compensation, Employer’s Liability, Commercial General Liability, Contractual Liability, Automobile Liability, and Umbrella Liability to support such financial obligations.

The Milwaukee Board of School Directors is to be named as an additional insured by separate endorsement under all of the following insurance coverage policies with the exception of Workers’ Compensation.

A certificate of insurance acceptable to MPS evidencing the aforementioned insurance requirements is to be provided to the appropriate MPS administrator. Certification is to be provided on the certificate of insurance with separate letter from the insurance agent or broker that there are no exclusions, sub-limits, or restrictions in coverage as noted in paragraph IIN.

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The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Operator's insurers providing the coverage required by MPS for the duration of this Contract. Insurance companies must be acceptable to MPS and must have a current A.M. Best rating of A- or better.

**All certificates of insurance are to be provided to MPS within 30 days of final execution of this Contract. If Operator does not comply with this provision of this Contract, the Board has the authority to declare this Contract terminated in accordance with the provisions of paragraph IV.C.2.**

The minimum limits of insurance that MPS requires from the Operator shall be:

Workers' Compensation	
Workers' Compensation	Statutory Coverage
Employer's Liability Limits	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

*Workers' Compensation at Statutory limits and Employer's Liability at \$100,000 per occurrence or sufficient limits to meet Umbrella underlying insurance requirements. Coverage shall be modified to include a Waiver of subrogation Endorsement in favor of The Milwaukee Board of School Directors including its directors, officers, agents, employees and volunteers.*

Commercial General Liability	
Commercial General Liability	\$1,000,000 per occurrence/
General Aggregate	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products - Completed Operations	Aggregate \$2,000,000
Medical Expense	\$5,000

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

Auto Liability	
Combined Single Limit	\$1,000,000 each accident

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

Umbrella (excess) Liability  
Umbrella (excess) Liability                      \$4,000,000 per occurrence/\$4,000,000 aggregate

*The Umbrella Liability insurance shall provide excess employer’s liability, commercial general liability and auto liability coverage.*

Fidelity Bond/Crime Insurance  
Fidelity Bond/Crime Insurance                      50% of the Value of this Contract

*Crime Insurance, in the form of either a Commercial Crime Policy or Financial Institution Bond, providing coverage for Employee Dishonesty, On Premises, In Transit (Theft Disappearance and Destruction Coverage Form and Robbery and Safe Burglary Coverage Form), Forgery/Alteration, Computer and Funds Transfer Fraud shall be carried for fifty percent (50%) of the value of this Contract. Such insurance may be written with a deductible; however, such deductible shall not exceed \$10,000. The Milwaukee Board of School Directors shall be named as loss payee with respect to losses involving property or funds provided under this contract by MPS. This policy is to cover all employees, officers, and board members of Operator and all of Operator’s contractors or subcontractors handling money, securities or other property of Operator. Proof of such coverage shall be provided to MPS prior to payment becoming due under paragraph III.B.I.*

\*\* School Leader’s Errors & Omissions  
Limit per occurrence                                              \$1,000,000  
Aggregate Limit                                                              \$2,000,000

*\*\* Director’s and Officers insurance may be used in lieu of School Leader’s E&O provided that the Insurance Company shows proof that all employees and volunteers are protected by the coverage.*

All policies, with the exception of the School Leader’s Errors & Omissions policy, shall be written on an occurrence form.

**O. The effect of the establishment of the Charter Schools on the liability of the MPS Board.**



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Nothing contained herein shall be deemed to render Operator (and/or its Charter Schools) and the Board as joint ventures or partners of each other, and neither shall have the power to bind or obligate the other, except in accordance with the terms of this Contract.

As between Operator and the Board, there shall be no liability on the part of the Board on account of the establishment or operation of the Charter Schools.

No agent, board member, officer, employee, volunteer, contractor or subcontractor of Operator shall, by virtue of their association with Operator, be deemed an agent, board member, officer, employee, volunteer, contractor or subcontractor of the Board for any purposes whatsoever.

Operator and Charter Schools shall adhere to all applicable local, state and federal laws, codes, rules, and regulations.

Operator shall develop and provide to MPS a code of ethics and employee rules of conduct for employees and its governing body.

### **P. Nonsectarian.**

Operator and all Charter Schools shall be nonsectarian in its programs, admissions policies, employment practices and all other operations.

### **Q. Pupil tuition and fees.**

Operator shall not charge tuition for any pupil attending any Charter School under this Contract.

Operator may operate a Before- and After-School Program or a day-care program and may charge fees for children participating in those programs, except where prohibited by law.

If Operator establishes a pupil uniform policy at any Charter School, it must be consistent with state and federal law applicable to public schools, but in no event shall Operator profit from the sale of uniforms to pupils.

Operator may assess pupil activity fees under the same circumstances and under the same regulations that apply to all public school pupils. Operator may not prohibit an eligible pupil from attending any Charter School under this Contract, expel or otherwise discipline the pupil, or withhold or reduce the pupil's grades because the pupil or the pupil's family cannot pay, or has not paid, fees permissibly charged under this paragraph. Specifically, Operator and/or any Charter School shall not charge fees for any of the following:

1. Instruction or registration.
2. Initial issuance of books.
3. Teacher Salary.
4. Buildings, maintenance or equipment.

5. Courses credited for graduation.
6. IEP special education and/or related services.
7. Transportation to and/or from school programs

**R. Nondiscrimination and Statutory Requirements.**

Operator and all Charter Schools shall not discriminate in admissions or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability, homeless or migrant status. Operator shall ensure that all requirements of the McKinney-Vento Homeless Assistance Improvements Act of 2001, 42 U.S.C. §11431 *et seq.*, as they are made applicable to MPS, are met.

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

Operator and all Charter Schools shall comply with all local, state and federal laws, codes, rules, and regulations applicable to public charter schools including, but not limited to, the following:

1. 42 U.S.C. §2000d *et seq.*, Title VI of the Civil Rights Act of 1964 (prohibiting discrimination on the basis of race, national origin, and color); and
2. 20 U.S.C. §1681 *et seq.*, Title IX of the Education Amendments of 1972 (prohibiting discrimination on the basis of sex); and
3. 42 U.S.C. §6101 *et seq.*, the Age Discrimination Act of 1975 (prohibiting discrimination on the basis of age); and
4. 29 U.S.C. §794 *et seq.*, Sec. 504 of the Rehabilitation Act of 1973 (prohibiting discrimination on the basis of handicap) and 42 U.S.C. §12101, *et seq.*, the Americans with Disabilities Act; and
5. 20 U.S.C. §1232g, Family Education Rights and Privacy Act (FERPA) (regarding protection of pupil records), and Wis. Stat. §118.125; and
6. 20 U.S.C. §3171 *et seq.*, The Drug-Free School and Communities Act of 1986; and
7. 20 U.S.C. §1400 *et seq.*, Individuals with Disabilities Education Act (IDEA); and
8. 29 U.S.C. §626 *et seq.*, Age Discrimination in Employment Act, Older Worker Benefits Protection Act of 1990; and
9. 29 U.S.C. §201 *et seq.*, Fair Labor Standards Act; and
10. 29 U.S.C. §2601 *et seq.*, Family and Medical Leave Act; and
11. 15 U.S.C. §2641 *et seq.*, Asbestos Hazard Emergency Response Act (AHERA); and
12. P.L. 114-95, Every Student Succeeds Act of 2015 (ESSA); and

13. 42 U.S.C. §11431 *et seq.*, McKinney-Vento Homeless Assistance Improvements Act of 2001; and
14. All federal and state constitutional guarantees protecting the rights and liberties of individuals, including the right to freedom of religion, expression and association, the right to be free from unreasonable searches and seizures, and the right to equal protection and due process.

**S. Background screening.**

Operator shall perform background screening through the MPS Office of Human Resources on all Operator full- and part-time employees and volunteers. Operator shall not allow any employee or volunteer to have contact with pupils until Operator, in consultation with the MPS Office of Human Resources, investigates and determines that there is nothing in the background of the employee or the volunteer which would render the employee or volunteer unfit to have contact with pupils of Operator, including, but not limited to, conviction of a criminal offense or pending charges which substantially relate to the duties and responsibilities assigned to the employee and/or volunteer.

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

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

Operator shall pay for costs incurred by the MPS Office of Human Resources in performing these functions for Operator. Such costs, as determined by the Board, shall be included in the administrative fee under paragraph II.W.

**T. Right to inspect and receive requested information and reports.**

Operator agrees to abide by the Wisconsin Public Records Law, Wis. Stat. §§ 19.21-19.39, and the MPS guidelines "Records Custodians" on file in the MPS Office of Board Governance.

Operator shall grant the Board or its designee the right to inspect any and all Operator's and Charter Schools' facilities and to review any and all Operator's and Charter Schools' records at any time during the term of this Contract upon reasonable notice during regular business hours throughout the calendar year.

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Operator shall generate and provide such information and reports in such format, at such times and concerning such matters, as may be requested by the Board or its designee, concerning any of the operations of Operator.

Operator shall notify MPS of correspondence received from the United States Department of Education, the United States Department of Justice, or DPI that requires a formal response.

**U. Calendar.**

Operator shall operate each Charter School for the days and hours indicated on the calendar for the 2017-2018 school year that is attached hereto as Appendix K and incorporated herein by reference. Operator shall provide MPS with each subsequent school year calendar for each Charter School indicating days and hours of operation within thirty (30) days of MPS calendar adoption for that subsequent school year. All subsequent year calendars and amendments shall be mutually agreed upon.

**V. Purchases.**

Operator shall adhere to the provisions of the Operator Annual Operating Budgets. The cost of any services purchased by Operator from MPS shall be determined by the Board.

**W. Annual administrative fee.**

Operator shall be charged an annual administrative fee. The annual administrative fee shall be determined by the Board, but shall not exceed one percent of the amount paid to Operator each year for the corresponding period under paragraph III.B.1. The administrative fee shall be deducted from the payments received by Operator under paragraph III.B.1.

Within 30 days after final execution of this Contract, and in no event later than April 15<sup>th</sup> of each subsequent year during the term of this Contract, the Board shall provide Operator with the proposed administrative fee for the upcoming period of July 1<sup>st</sup> to June 30<sup>th</sup>.

**X. Transportation and nutrition services.**

Operator is authorized to develop and implement a transportation policy and/or a nutrition services policy for any or all Charter Schools.

If Operator chooses to implement a pupil transportation policy and/or a nutrition services policy, Operator shall be responsible for all costs incurred as a result of such transportation policy and/or nutrition services policy.

## Carmen Non-Instrumentality Multi-School Charter Contract

Operator shall submit any proposed transportation policy or nutrition services policy to MPS. The Board reserves the right to reject any transportation policy and/or nutrition services policy proposed by Operator.

Operator may enter into contracts with other persons or organizations, including municipal and county governments, for the transportation of Charter Schools' pupils to and from school and for field trips, and/or for the nutrition services for Charter Schools' pupils.

Operator shall ensure that all requirements of the McKinney-Vento Homeless Assistance Improvements Act of 2001, 42 U.S.C. §11431 *et seq.*, are met. Operator shall be entitled to all flow through funding and support services in the same manner as homeless students in non-contracted MPS schools.

If Operator chooses to implement a nutrition services policy, Operator shall comply with the DPI Child Nutrition Program requirements for charter schools in accordance with Appendix L.

If Operator chooses to implement a transportation policy, Operator shall set forth such policy in Appendix A.

### **Y. Intergovernmental agreements.**

Operator shall adhere to all intergovernmental agreements entered into between the Board and other governmental entities under Wis. Stat. § 66.0301, unless specifically exempted from adherence to such agreement(s) by the Board.

### **Z. Local Education Agency responsibilities.**

The Board is the Local Education Agency (LEA) for Operator and all Charter Schools for purposes of all state and federal laws, codes, rules and regulations pertaining to LEA duties, rights and responsibilities, including, but not limited to, the Americans with Disabilities Act (ADA), 42 U.S.C. §1210, Section 504 of the Rehabilitation Act of 1973, (Sec. 504), 29 U.S.C. §794, the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1400 *et seq.*, Every Student Succeeds Act of 2015, P.L. 114-95 (ESSA) and the Asbestos Hazard Emergency Response Act (AHERA), 15 U.S.C. §2641 *et seq.*

Operator staff shall participate in staff development opportunities provided by MPS pertaining to IDEA, ADA, Section 504, ESSA and AHERA.

Operator shall fully cooperate with MPS in every way deemed appropriate by MPS to allow MPS to oversee and monitor the activities of Operator and any and all Charter Schools and to ensure compliance with all state and federal laws, codes, rules and regulations pertaining to LEA duties, rights and responsibilities. MPS is authorized to direct and mandate that Operator perform such activities and take such corrective actions, as MPS may determine are necessary and/or appropriate, to ensure full compliance with all state and federal laws, codes, rules and

regulations pertaining to LEA duties, rights and responsibilities. MPS reserves the right to terminate this Contract under paragraph IV.C.2. if Operator, as determined by MPS, does not fully cooperate with MPS, does not perform such activities or take such corrective actions as may be directed and mandated by MPS or does not remedy any real or perceived violation or failure to the satisfaction of MPS.

Operator shall assume responsibility for all direct and indirect costs, expenses, damages and/or liabilities, in the same manner as non-contracted MPS schools, including, but not limited to, attorney fees and hearing costs, arising out of, or associated with issues related to compliance with all state and federal laws, codes, rules and regulations pertaining to LEA duties, rights and responsibilities and with Operator's obligation to cooperate and take corrective actions under this paragraph.

### **III. MPS RESPONSIBILITIES**

#### **A. Attendance.**

MPS shall allow any Charter School pupil who meets MPS admission standards to enroll in an MPS School, in accordance with MPS Student Assignment Policies, as amended from time to time, unless such pupil has been expelled from a Charter School.

#### **B. Payment.**

As a condition of funding, Operator shall maintain and report accurate enrollment and attendance data on an approved MPS format for each Charter School, and pupil enrollment counts shall be monitored monthly by MPS. MPS may adjust payments made under this paragraph III.B. based upon the audited Official Counts for each semester, up to the maximum number of FTE pupils for each Charter School, as follows:

- Carmen High School of Science and Technology, South: 360 pupils for the 2017-2018 and 2018-2019 school years.
- Carmen High School of Science and Technology, Southeast: 390 pupils for the 2017-2018 school year and 575 pupils for the 2018-2019 school year.
- Carmen Middle/High School of Science and Technology, Northwest: 750 pupils for the 2017-2018 school year and 780 pupils for the 2018-2019 school year.
- Carmen Middle School of Science and Technology, South: 100 pupils for the 2018-2019 school year.

MPS shall make payment to Operator only for pupils placed in the charter school educational programs in accordance with this Contract, and for costs specifically authorized herein. MPS reserves the right to disallow any payment for any unauthorized or unappropriated payments, costs, or expenses and to recover any payments made for unauthorized or unappropriated payments, costs or expenses. MPS also reserves the right to withhold or disallow payment in the event MPS determines that Operator is in violation of any provision of this Contract or laws or

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regulations governing it, until such time as Operator remedies said violations to the satisfaction of MPS. MPS and Operator may also elect to terminate this Contract in accordance with paragraph IV.

Payment by MPS to Operator shall be made under the following terms and conditions:

### **1. Per pupil allocation**

The per pupil Full Time Equivalent (FTE) rate for each Charter School shall be equal to the amount the state determines annually for charter schools operated by the Milwaukee Area Technical College (MATC), the University of Wisconsin at Milwaukee (UWM) and the City of Milwaukee. The total costs of this Contract shall be based on each Charter School's FTE count for up to the maximum number of FTE pupils for each Charter School, as follows:

- Carmen High School of Science and Technology, South: 360 pupils for the 2017-2018 and 2018-2019 school years.
- Carmen High School of Science and Technology, Southeast: 390 pupils for the 2017-2018 school year and 575 pupils for the 2018-2019 school year.
- Carmen Middle/High School of Science and Technology, Northwest: 750 pupils for the 2017-2018 school year and 780 pupils for the 2018-2019 school year.
- Carmen Middle School of Science and Technology, South: 100 pupils for the 2018-2019 school year,

plus any Title I and other categorical aids that each Charter School is entitled to receive.

Operator shall provide MPS with an official enrollment and FTE count for each Charter School by the Third Friday in September and the Second Friday in January of each year during the term of this Contract. MPS shall make payment to Operator not to exceed categorical aids plus the per pupil FTE rate allocation multiplied by the maximum number of FTE pupils at each Charter School, as follows:

- Carmen High School of Science and Technology, South: 360 pupils for the 2017-2018 and 2018-2019 school years.
- Carmen High School of Science and Technology, Southeast: 390 pupils for the 2017-2018 school year and 575 pupils for the 2018-2019 school year.
- Carmen Middle/High School of Science and Technology, Northwest: 750 pupils for the 2017-2018 school year and 780 pupils for the 2018-2019 school year.
- Carmen Middle School of Science and Technology, South: 100 pupils for the 2018-2019 school year,

in accordance with the following payment schedule:

- a. 40% of the total annual payment\* less 40% of the MPS administrative fee and MPS optional services costs to Operator shall be made by MPS upon annual receipt of 1) proof of a valid occupancy permit for public school use for each Charter School, 2) proof of completion of an Asbestos Management Plan, 3) Operator's Annual Budget

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as set forth in Appendix F, 4) Operator's Calendar as set forth in Appendix K, and 5) all bonds and certificates of insurance required in paragraph II.N. for the school year period July 1<sup>st</sup> through June 30<sup>th</sup>. In no event shall MPS be obligated to make this payment before July 20<sup>th</sup> in the second through fifth years of this Contract. This payment shall be adjusted based upon the official enrollment count at each Charter School.

- b. 20% of the total annual payment less 20% of the MPS administrative fee and MPS optional services costs to Operator shall be made by November 20<sup>th</sup> upon receipt and approval by MPS of all Charter Schools' September enrollment counts, the financial audit as required under paragraph II.K. (unless a written extension has been granted), required licenses and permits to provide instruction according to the DPI as set forth in paragraph II.G., and all other items required for Contract compliance.
- c. 30% of the total annual payment less 30% of the MPS administrative fee and MPS optional services costs to Operator shall be made by February 20<sup>th</sup> upon receipt and approval by MPS of all Charter Schools' January enrollment counts, mid-year unaudited balance sheet, and audit reports as required under paragraph II.K., and all other items required for Contract compliance.
- d. 10% of the total annual payment less 10% of the MPS administrative fee and MPS optional services costs to Operator shall be made by May 20<sup>th</sup>, upon receipt and approval of all items required for Contract compliance.

\*Annual payment is the average of the Official September and January enrollment FTE's times the per pupil FTE rate.

Any payments which may be due to Operator for the operation of the charter school educational program are the responsibility of MPS. MPS shall make payment directly to Operator each year Operator participates in the charter school educational programs under this Contract. MPS shall calculate additional payments for any categorical funds Operator has applied for and may be eligible to receive, based on categorical guidelines and/or FTE pupil counts in the same manner as non-contracted MPS schools.

### **2. Adjustments to per pupil allocation**

The per pupil allocation is intended to cover all costs and expenses related to the operation of the charter school educational programs. Therefore, the per pupil revenue amount shall be reduced by costs associated with the administrative fees charged by MPS under paragraph II.W. and any additional costs agreed to in the budget.

### **3. Categorical aids**



If Operator is eligible to receive categorical aids for any Charter School, such as Title I funds, such aids shall flow to Operator through MPS in accordance with any attendant regulations and in the same manner as non-contracted MPS schools. Such aids shall not reduce the per pupil revenue to be received by Operator from MPS.

**4. Grants**

Any Charter School is authorized to apply for grants. A Charter School may not apply for or receive any grant or other monies that, in the judgment of MPS, compromises the ability of MPS to apply for or to receive said grant. Operator shall contact the MPS-Grant Office for information regarding possible grant conflicts. Operator shall expend any grant monies it may receive in a manner consistent with the terms of this Contract as well as the grant. Any grant money received by Operator shall not reduce the per pupil revenue to be received by Operator from MPS. Notwithstanding any language in this paragraph, the 501(c)(3) organization may seek grant funds separate from MPS.

**5. Deficit**

Operator shall be responsible for all deficits.

**IV. TERM AND MODIFICATION OR TERMINATION OF CONTRACT**

**A. Term.**

The term of this Contract is two school year(s) commencing with the 2017-2018 school year and ending on the last regularly scheduled school day of the 2018-2019 school year. This Contract is contingent upon the approval of the Board. This Contract shall become effective upon approval by the Board and execution by all appropriate persons.

This Contract is contingent upon annual appropriation of appropriate funds for the performance of this Contract. In the event the Board fails to appropriate funds for the continued performance of this Contract, this Contract shall become void.

**B. Modification.**

This Contract represents the entire agreement between the parties. This Contract may be modified upon mutual agreements between the parties reduced to writing. If either party wishes to modify any of the terms of this Contract, that party shall put the proposed modification in writing and submit it to the other party.

If, in the judgment of MPS, the proposed modification made by either the Operator or the Board is not a significant change to this Contract, MPS is authorized to act on behalf of the Board. If,

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however, the MPS Office of Contracted School Services determines that the proposed modification is a significant change to this Contract, then any such proposed modification shall be presented to the Board for action.

Both parties agree to negotiate in good faith regarding proposed modifications to the updated language in the negotiated and approved model contract and neither party shall withhold its approval unreasonably. In the event Operator and the Board are unable to come to an agreement with respect to the modifications of contract provisions, which are proposed due to updated language in the mutually agreed upon model contract, the Board has the authority to declare this Contract terminated in accordance with the provisions of paragraph IV.C.6. The Board shall not exercise this authority unreasonably.

**C. Termination.**

This Contract may be terminated before expiration of its term upon any of the following grounds:

BY BOTH PARTIES:

1. Both parties agree in writing to the termination.

BY BOARD:

2. Board determines that Operator violated this Contract; or
3. Board determines that pupils enrolled in any or all Charter Schools have failed to make sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01 or the academic performance criteria established by the Board; or
4. Board determines that Operator has failed to comply with state and federal guidelines and with generally accepted accounting principles and standards, including applicable categorical and/or grant guidelines, financial standards; or
5. Board determines that Operator has violated Wis. Stat. § 118.40; or
6. Board determines that Operator does not agree to modifications and/or amendments based on a revised model contract as required by the Board to this Contract.

BY OPERATOR:

7. Operator has become insolvent or has been adjudged bankrupt.

If this Contract is terminated under the first ground (because both parties agree in writing to the termination) the termination shall become effective on a date agreed to by the parties. If this

## Carmen Non-Instrumentality Multi-School Charter Contract

Contract is terminated under the second through sixth grounds (because of a determination on the part of the Board) the termination of this Contract shall not become effective until, at a minimum, 30 days, in which notice of termination is given, unless, in the discretion of the Board, termination should become effective sooner.

MPS shall report and may recommend to the Board that this Contract be terminated under the third ground (because pupils have failed to make sufficient progress) if any or all Charter Schools fail to meet at least 75% of the following performance criteria that apply to a Charter School as detailed herein at Section II.E. on pages 7 and 8

Failure to meet criteria 15, 16, 17 or 18, as detailed in Section II.E. on pages 8-9 of this Contract, alone shall not be grounds for termination of this Contract, but Operator shall comply with any inquiries made by MPS in an effort to determine the cause of a Charter School's failure to meet these criteria.

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

In the event of termination of this Contract, advance written notice by certified or registered mail, return receipt requested, shall be provided which shall list the reason(s) for termination and the effective date of the termination. Upon termination of this Contract, MPS shall recover funds advanced to Operator under this Contract to which Operator is not entitled. Operator shall update all student record and transcript information and provide MPS with cumulative records and reports. The decision of the Board shall be final.

### **D. Revocation.**

In addition to any express grant of revocation under this Contract, the charter of any Charter School under this Contract may be revoked before expiration of the term of this Contract upon any of the same grounds for termination under this Contract, except that Operator may only revoke the charter of a Charter School upon written mutual agreement with the Board.

Failure on the part of the Board to exercise its right to revoke a Charter School's charter under any ground for revocation shall not be deemed to constitute an amendment to the terms of this Contract or to constitute a waiver of the right of the Board to revoke a Charter School's charter at a later date under that ground.

In the event of revocation of a Charter School's charter, advance written notice by certified or registered mail, return receipt requested, shall be provided which shall list the reason(s) for revocation and the effective date of the revocation. Upon revocation of a Charter School's charter, MPS shall recover funds advanced to Operator under this Contract to which Operator is

not entitled. Operator shall update all student record and transcript information and provide MPS with cumulative records and reports. The decision of the Board shall be final.

**E. Legal status upon termination or revocation.**

Upon revocation or termination of this Contract, all legal associations between the Board and Operator shall be severed. Upon revocation of a Charter School's charter under this Contract, all legal associations between the Board and the revoked Charter School – and all associations between the Board and Operator as it relates to the operation of the revoked Charter School – shall be severed.

In the event of revocation or termination of this Contract, or in the event of revocation of a Charter School's charter, MPS shall be entitled to be reimbursed for any and all funds advanced to Operator under this Contract to which Operator is not entitled. The decision of the Board regarding the amount to be reimbursed shall be final.

**V. CONTRACT ADMINISTRATION, NOTICE AND PROVIDING OF INFORMATION**

Unless specified otherwise in this Contract, any acts of discretion including, but not limited to, any approval required under this Contract or determination to terminate this Contract, are to be made by the Milwaukee Board of School Directors.

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

**TO MPS OFFICE OF CONTRACTED SCHOOL SERVICES :**

Marla D. Bronaugh, Director  
Office of Contracted School Services  
5225 West Vliet Street, Rm. 228  
Milwaukee, WI 53201-2181

**TO OPERATOR:**

Patricia Hoben, Ph.D.  
1712 South 32<sup>nd</sup> St.  
Milwaukee, WI 53215

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

**VI. STATUTES**

## Carmen Non-Instrumentality Multi-School Charter Contract

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

### **VII. MISCELLANEOUS**

#### **A. Severability**

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

#### **B. Waiver**

No waiver of any breach of this Contract shall be held as a waiver of any other or subsequent breach.

#### **C. Assignment**

This Contract may not be assigned or delegated by Operator.

#### **D. Entire Contract**

This Contract constitutes the entire contract and understanding between the parties. It supersedes and replaces any and all prior agreements, contracts, and understandings between the parties except as referenced and incorporated herein.

### **VIII. OPERATOR'S CHARTER SCHOOL PROPOSAL(S)**

In the event there is a conflict between this Contract or any of its appendices and the Operator's proposal(s), this Contract or its appendices shall control.

## Carmen Non-Instrumentality Multi-School Charter Contract

It is recognized that Operator's charter school proposal(s) that was/were submitted to the Board was an invitation to enter into a charter school contract and that the Board is not bound by any of the proposals or provisions set forth by Operator in its proposal(s). Operator does not have the right to enforce any provisions that it made in its proposal(s) to establish charter schools, unless the same have been specifically incorporated into this Contract.

Board reserves the right to hold Operator to any of the representations or assurances made by Operator in its charter school proposal(s) or other papers submitted in support of its charter school proposal(s), regardless of whether such representations or assurances are contained in this Contract. Operator's failure to adhere to the representations and assurances made in the charter school proposal(s) and other supporting papers shall constitute a violation of this Contract. The charter school proposal(s) and other supporting papers shall be kept on file in the MPS Office of Contracted School Services, 5225 West Vliet Street, Room 228, Milwaukee, WI 53201-2181.

### **IX. APPENDICES**

The following documents are hereby made a part of this Contract and Operator agrees to abide by all the terms and conditions herein.

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

- Appendix A: Charter School Proposal(s)
- Appendix B: List of MPS Policies, Procedures and Requirements
- Appendix C: MPS Annual Assessment Calendar
- Appendix D: Operator Articles of Incorporation
- Appendix E: Operator By-Laws
- Appendix F: Operator 2017-2018 Operating Budget
- Appendix G: MPS Charter School Budget Format
- Appendix H: INSITE: Finance Analysis Model for Education
- Appendix I: Parent/Student Handbook on Rights, Responsibilities and Discipline
- Appendix J: Operator Discipline Policies
- Appendix K: Operator Calendar for 2017-2018 School Year
- Appendix L: Wisconsin Department of Public Instruction Child Nutrition Program Requirements

All Administrative Policies and Procedures referred to in this Contract are available at <http://www2.milwaukee.k12.wi.us/governance/rulespol/rpmaster.html> or upon request from the MPS Office of Contracted School Services.

**APPROVED:**  
**MILWAUKEE BOARD**  
**OF SCHOOL DIRECTORS**

**APPROVED:**  
**CARMEN HIGH SCHOOL OF SCIENCE**  
**& TECHNOLOGY, INC.**

Carmen Non-Instrumentality Multi-School Charter Contract

\_\_\_\_\_  
MARK A. SAIN, President  
Milwaukee Board of School Directors

Date: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA HOBEN, Ph.D.  
Head of Schools

Date: \_\_\_\_\_

\_\_\_\_\_  
DARIENNE B. DRIVER, Ed.D.  
Superintendent of Schools

Date: \_\_\_\_\_

\_\_\_\_\_  
GLEN HACKMANN  
Chair, Board of Directors

Date: \_\_\_\_\_

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## Carmen Non-Instrumentality Multi-School Charter Contract

### APPENDIX B

- Administrative Policy 6.09 HUMAN IMMUNODEFICIENCY VIRUS (HIV)
- Administrative Policy 6.32 PEPPER SPRAY
- Administrative Policy 8.47: CHILDREN’S INTERNET PROTECTION ACT
- Administrative Policy 8.48: STUDENT ACCEPTABLE USE POLICY
- Administrative Policy and Procedure 9.12: CHARTER SCHOOLS
- Staff Acceptable Use Policy form, on file in the MPS Office of Contracted School Services