

Charter School Contract

BOARD OF EDUCATION  
OF THE  
SCHOOL DISTRICT OF KETTLE MORAINE  
563 A. J. Allen Circle, Wales WI

AND

KETTLE MORAINE SCHOOL FOR ARTS AND PERFORMANCE  
(a Wisconsin nonstock, nonprofit corporation)  
(Grantee)

for the purpose of establishing

Kettle Moraine School for Arts and Performance

July 1, 2021-June 30, 2026

CHARTER SCHOOL CONTRACT BETWEEN

THE BOARD OF EDUCATION OF THE  
SCHOOL DISTRICT OF KETTLE MORAINÉ

AND

KETTLE MORAINÉ SCHOOL FOR ARTS AND PERFORMANCE

This Contract is made this January 12th, 2021 by and between the Board of Education of the School District of Kettle Moraine (hereinafter “Board”), 563 A. J. Allen Circle, Wales WI, 53183, and the Kettle Moraine School for Arts and Performance (hereinafter “KM Perform;” collectively, the “Parties”).

**Whereas**, the State of Wisconsin has created a Charter School program under the provisions of Section 118.40, Wis. Stat.; and

**Whereas**, the School District of Kettle Moraine (hereinafter “District”) is authorized by Section 118.40(2m), Wis. Stat., to initiate and enter into a contract with an individual or group to operate a school as a charter school, subject to the approval of the Board; and

**Whereas**, the District has established an official to serve as the District’s administrator to implement the provisions of Section 118.40, Wis. Stat., and to carry out the District’s oversight responsibilities under the statute; and

**Whereas**, the Parties have successfully negotiated this Contract as a charter school contract in accordance with Section 118.40, Wis. Stat., and in particular, the provisions specified under sub. (1m)(b)1.-15.

**NOW THEREFORE,**

- A. As contemplated under Section 118.40, Wis. Stat. the Board, hereby wishes to continue the Charter School known as KM Perform.
- B. The Superintendent, on behalf of and with the approval of the Board, hereby establishes this Contract with KM Perform and thus hereby authorizes the continuance of the Charter School commensurate with its policies and state statutes; and
- C. In consideration of this charter, the Superintendent, on behalf of the Board and KM Perform, hereby agree as follows:

**ARTICLE ONE**

**DEFINITIONS**

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

- (1) “Applicable Law” means all federal, state, and local law now or in the future applicable to Wisconsin charter schools.
- (2) “Superintendent” means the Superintendent of Schools of the School District of Kettle Moraine or any designee of the Superintendent.
- (3) “Office” means the Office of the Superintendent in the School District of Kettle Moraine, and for the purposes of this contract, is a designee of the Superintendent.
- (4) “Charter School” and “School” refer to KM Perform, which is an instrumentality of the School District of Kettle Moraine.
- (5) “Day” shall mean calendar day,
  - a. The first day shall be the day after the event, such as receipt of a notice,
  - b. Each day after the first day shall be counted, except that a Saturday, Sunday, or legal holiday shall not be counted if it would be the final day of the period.
- (6) “Department” means the Department of Public Instruction of the State of Wisconsin.
- (7) “Charter School Operator” means the Governance Council of KM Perform.

## **ARTICLE TWO**

### **PARTIES, AUTHORITY, AND RESPONSIBILITIES**

**Section 2.1** The Parties to this Contract are the Board and KM Perform.

**Section 2.2** Board of Education

- (1) Under the authority of Section 118.40, Wis. Stat., , the District, with the approval of the Board, hereby grants to Charter School Operator a charter to operate a Charter School under the terms and conditions of this Contract.
- (2) On behalf of the District, the Superintendent, or his/her designee, shall exercise all oversight responsibilities as set forth in this Contract.

**Section 2.3** Charter School Operator. The Charter School Operator of KM Perform is responsible and accountable for implementing the duties and responsibilities associated with the Charter School established under this Contract.



- Curriculum and instruction.
- Policies and procedures specifically unique to the daily operations of the school that are not addressed in existing District policies.
- Marketing, registration, and enrollment.
- Charter School operations and procedures.

(3) **Administration.** Daily administration of the Charter School will be the responsibility of the Charter School staff working in a collaborative team with the Charter School Director. Administrative support services will be provided by the District to the Charter School in a manner and proportion similar to such administrative services that are provided to other District schools.

(4) **Teachers.** Teacher Qualifications;

All Charter School teachers will hold a valid Wisconsin Department of Public Instruction license. Charter School staff members will remain employees of the School District of Kettle Moraine and will retain all rights, privileges, and status as other staff members of the District. When Charter School teachers and/or staff vacancies occur, the Charter School Operator will collaborate with the District to fill the vacancy.

The District will verify an applicant's credentials and background prior to their hire. All Charter School staff members will be employees of the District, will follow all employee practices and policies of the District, and will be subject to the appropriate contractual agreements negotiated by the District with its employee groups. Exceptions to any such policies, practices, or agreements must be reached with the District prior to implementation of the change.

The number of teachers and staff members (FTE) assigned to the Charter School will be determined by the District in consultation with the Charter School Operator.

Charter School staff shall be evaluated for job performance in the same manner as other District employees. The Superintendent or designee shall evaluate staff directly. The Charter School director and the Charter School Operator will collaborate with the Superintendent or designee on such evaluations.

(5) **Mission.** The mission of KM Perform is to advance artistry, academic excellence, and responsible leadership.

(6) **Students served.** The Charter School serves students in grades nine through twelve.

(7) **Location.** The Charter School is located in a District building. It occupies distinct and separate space within the facilities of the Kettle Moraine High School campus.

(8) **The Charter School Educational Vision.** The Charter School is designed for students interested in experiencing education with a focus on the arts, creativity, performance and personal expression. It provides an **interdisciplinary learning collaborative** built by students, faculty and community partners. Students personalize their journey through competency-based progressions designed to meet the learning

standards of the required curriculum. Leadership and life skills are a core component of competencies designed to prepare students for a wide variety of career pathways in and out of the arts. At the Charter School, each teacher works within their content expertise while working collaboratively with colleagues and the fine arts professional community to redesign learning into an interdisciplinary experience. The Charter School incorporates a unique curriculum, assessment framework, and delivery model to build a comprehensive learning environment that enables pupils to attain educational goals pursuant to Section 118.01, Wis. Stat.

(9) **The Curriculum.** The following are the eight design elements that form the successful KM Perform interdisciplinary learning collaborative model:

- The **KM Perform Interdisciplinary Learning Collaborative (ILC)** school design is a model recognized by the Wisconsin Department of Public Instruction and the Innovative Schools Network. KM Perform was the second ILC model school in the state of Wisconsin. The ILC model is a small school structure with both students and staff responsive to the voices and choices inherent in a generative, seminar-based curriculum.
- **The Competency Based Learning** model was developed at KM Perform and has been recognized by The Aurora Institute, Competency-Works, and The League of Innovative Schools. Students receive course credit through learning continuums defined by competencies in 3 areas:
  - **Skill & Knowledge Core** - These are the traditionally defined courses found at typical, rigorous college preparatory high schools. These are both foundational courses (Geometry, Biology, English, etc.) as well as advanced course work (AP Physics, AP Music Theory, etc.).
  - **Performance Core** - This group of courses encompass key components of the KM Perform mission including Leadership and Career Skills. The focus of the Performance Core is on the real-world application of skills and knowledge.
  - **Artistic Core** - This includes traditional and contemporary arts courses. The availability and breadth of these courses are often the reason students join KM Perform.
- **Integrated curriculum** where Fine Arts Standards are woven into the range of core academic subject area standards
- **Flexible scheduling** to implement a wide range of learning infrastructure
- **Interdisciplinary learning designs** of seminars, workshops, foundation courses, and studio time
- **Interdisciplinary fine art teams** where each teacher coaches a multi-age group of students for three years: small group dynamics, project management and problem-solving, and communication skills development
- **Collaborative Community Business and Fine Arts Partners** as places to learn and learn from
- **Career Pathways and Leadership** are actively taught and accompanied by

seminars engaging community and industry professionals.

KM Perform emphasizes the integration of arts into all content areas with a heavy emphasis on the public demonstration and sharing of work. The school encourages students to focus on depth of content by asking them to create a public performance of their work, often in front of an audience beyond the school community. Students are given the opportunity to use their fine arts interest or ability to enhance the quality of their presentation. The performance of academic content through the fine arts not only gives the students additional time to master their area of artistic interest, but also gives the students an authentic context that creates a relevant learning experience.

Competencies in KM Perform will be aligned to the Kettle Moraine Graduate Profile. Student work will be evaluated according to the Wisconsin Task Force on Creativity and Education (January, 2009) recommendation for skills and attitudes necessary to compete in a 21<sup>st</sup> century creative economy:

### **Skills**

- Inquire—Pose questions that arise from curiosity.
- Find, Frame, and Solve Problems—Identify, articulate, and solve problems.
- Integrate Ideas—See patterns, find relationships, and make connections among ideas.
- Think Critically—Question, analyze, and synthesize ideas.
- Reflect—Contemplate and evaluate ideas.
- Take Action—Initiate action and follow through in bringing ideas to fruition.
- Collaborate—Work productively with others to bring ideas to fruition.
- Communicate—Express ideas in a variety of ways using a variety of media.

### **Attitudes**

- Curious
- Risk-taker
- Flexible and adaptable
- Comfortable with ambiguity
- Comfortable with more than one right answer
- Open and responsive to diverse perspectives

(9) **Instructional Delivery Framework.** The Charter School's instructional delivery is designed to provide students with the skills and content for college and career readiness. This instructional delivery framework includes competency-based, seminars, workshops and traditional instructional delivery methods:

### **A. Seminars**

Seminars are 4-6 week courses taught by a team of teacher-coaches offering topic-driven curriculum designed to promote deep understanding and collaboration. Seminars often conclude with a student performance reflecting a

combination of subjects. Students earn partial credit toward several subjects upon successful completion of the seminar.

### **B. Workshops**

Short, 1-2 week workshops allow students to learn specific skills both in the arts and in academic and technical fields. Guest artists are frequently used as co-instructors during workshops.

### **C. Field Work**

Field work allows students to work with a community partner in an internship or apprentice role outside of the school. By closely working with their teacher-coach and the community partner, the student would earn a portion of their credit for subjects relating to the field work.

### **D. Capstone Projects (Portfolio)**

Capstone projects allow students to propose and present a project unique to their specific area of artistic focus. An example of such a project might be a lecture recital given by a music focus student or an art show presented by an art focus student. In addition to working with an arts teacher, the teacher may also partner with a core content teacher to include additional learning targets that allows the student to earn partial credit in that content area.

### **E. Arts-Infused Courses**

Courses may be offered in traditional seat-based learning settings to allow students to meet learning targets and earn credits that are not covered in other learning formats. These courses will have a fine arts theme or focus.

### **F. Traditional Course Delivery**

KM Perform students will have limited opportunities to select a variety of online or traditional and Advanced Placement courses through Kettle Moraine High School. These may be taken as needed to support KM Perform content or fulfill academic requirements as advised by their teacher mentor.

A KM Perform student can expect to have advanced or AP credit opportunities available within the charter school. The following are offered specifically for KM Perform students: AP Language, AP Literature, AP Art History, AP Studio Art, AP Music Theory, AP Human Geography, and AP Physics.

- (10) **Annual School Goals.** Each year, by September 1 the Charter School shall develop annual goals, including a specific and measurable academic goal, and submit them to the Board. Subsequently, a mid-year status report, and an annual report that includes discussion on how these academic goals were met, any challenges that exist, and steps to address those challenges shall be given to the Board the following June.

- (11) **Pupil progress** in attaining the educational goals under Section 118.01, Wis. Stat., will be measured:
- (a) As required by Chapters 118 and 121, Wis. Stat., the Charter School shall, on behalf of the District, administer the examinations under Section 118.30(1m)) to pupils enrolled in the Charter School and shall cause the testing data for the Charter School to be transmitted to the Office in such form as the District shall customarily transmit such data.
- (b) With respect to examinations required under Section 118.30(1m)), the Parties hereby agree that, the Charter School Operator may develop or adopt any of its own examination(s) (in addition to the Department’s examination(s)) for administration to the District’s pupils, and/or the Charter School’s students.
- (c) Assessment will include, but not be limited to the following:
- Comprehensive KM Perform Student Portfolio
  - Competency portfolio with aligned artifacts
  - Student Performance state-level assessments
  - Student Performance on ACT or SAT
  - ACCESS for ELL students
  - Annual Review of Student Personal Learning Plan
  - District Parent Survey
  - District Student Survey
  - Student Attendance Data Student Discipline Data
  - Ongoing teacher evaluation of student progress
  - Student self-evaluation of progress

The Charter School Operator, working in collaboration with the District, will develop criteria that students must follow to successfully acquire credits toward graduation. Students successfully meeting the criteria are eligible for a District diploma with a KM Perform citation and participation in the District Commencement ceremony.

- (12) **High School Diploma Criteria.** To be awarded a high school diploma by the Charter School, students must complete the following requirements:

Career Studies	1 credit
English	4 credits
Electives	2.5 credits
Fine Arts	9 credits
Health and Wellness	2 credits
Leadership Studies	1 credit
Math	3 credits
Science	3 credits
Social Science	3 credits

Total Credits Needed for Graduation: 28.5 Credits

**OTHER OBLIGATIONS OF CHARTER SCHOOL OPERATOR UNDER SECTION 118.40, WISCONSIN STATUTES**

- (1) The Charter School will follow all health and safety guidelines, policies and rules, established, now or in the future, by the District. This will include, but is not limited to staff development and training, conducting safety drills, severe weather shelter drills, development of a building security plan, and addressing cleanliness of the site and classrooms. The Charter School shall also comply with all Applicable Laws.
- (2) Enrollment in the Charter School is open to all students in the School District of Kettle Moraine or those applying under the State of Wisconsin's Open Enrollment Program, to include students with disabilities. It is intended that the racial and ethnic balance at the school reflect the racial and ethnic balance in the District. The Charter School application and enrollment information is available in English and Spanish. There is the understanding that the Charter School will be a 9-12 school with up to 200 students. The Charter School Operator will develop and implement a recruitment plan which will include (1) sending the description to schools in the District; (2) posting the description on the District web site and the Charter School website; and (3) placing the description of the School in social media,, radio, community organizations, and places of business that target various groups of students/families.
- (3) Any student wishing to attend the School may make an application to the Charter School according to time lines published by the Charter School. Applications will be available from the District web site, the Kettle Moraine High School, and the District Office. If the number of persons seeking admission exceeds the capacity of the open seats available, then a lottery shall be conducted by the Charter School Operator to select the individuals who will be assigned the open seats. To be eligible for admission through this lottery-placement process, individuals must have submitted complete and valid enrollment applications by the end of the established registration window. Exemptions from the lottery shall be granted, in the following order, current students of KM Perform, siblings of students currently attending KM Perform, children of KM Perform staff, and children of KM Perform founding members.

The Charter School will not be required to admit any student who is under a current expulsion order from a school district. Students cannot be placed at the School by the District. All student placements must follow the School's admissions protocol.

- (4) Exemptions from School Board Policy: The Charter School is exempt from the following school board policies, referred to as the Kettle Moraine Operating Rules and Regulations:

- a. 222 Recruitment And Appointment Of Administrators
- b. 760 Food Service Management
- c. 2104 Emergency Nursing Services
- d. 2202 Children at Risk
- e. 2507 Part Time Open Enrollment
- f. 2509 Home School and Private School Part Time Enrollment
- g. 2402 Code of Student Conduct
- h. 2408 Student Suicide Prevention
- i. 2503 Admission of Foreign Exchange Students
- j. 2507 Part-time Open Enrollment
- k. 2601 Comprehensive Counseling
- l. 2602 Electronic Communication Devices
- m. 2605 Student Fees
- n. 2701 Request Authorization to Transport Students in Private Vehicles
- o. 2702 Student Automobile Use
- p. 2703 Transportation services
- q. 3102 Curriculum Development
- r. 3103 Human Growth and Development Curriculum
- s. 3107 Health Education: Protective Behaviors
- t. 3202 Programs for Gifted Students
- u. 3204 Programs and Services for ELL
- v. 3301 School Day Regulations
- w. 3302 Class Size
- x. 3303 Class Scheduling and Schedule Changes
- y. 3304 Definition of a Full Time Student
- z. 3307 Course Retake
- aa. 3308 School Sponsored Field Trips
- bb. 3401 Academic Achievement Reporting
- cc. 3402 Graduation Requirements
- dd. 3403 Graduation Requirements of Certain Honors Credits
- ee. 3404 Granting Credit for Courses Outside of Kettle Moraine School District

(5) Exemptions from Regulation Variations: Charter schools are exempt from certain state requirements, (Ch. 115-121), regarding public education, unless specifically referred to in state statute. The Charter School will take the following state exemptions in order to maximize the flexibility afforded to charter schools by state law.

- a. Length of School Day – Section 120.12(15): Requires school boards to establish rules for scheduling hours in a normal school day. The Charter School staff in conjunction with the Charter School Operator will establish the school’s daily, weekly, and annual schedule.
- b. Number of Instructional Minutes – Section 121.02(1)(f): Requires school districts to schedule at least 1,137 hours of direct instruction in grades 6-12. The Charter School will establish a schedule for their student that accommodates those

students' needs which may or may not reflect the exact number of days or hours for students cited in this statute due to the fact that the School's pedagogy is competency-based rather than seat-based learning, and significant learning is accomplished through internships, field service, and community-based projects.

- c. Number of Clock Hours for Instruction – PI-18.05(1)(b): The number of clock hours of instruction to meet an established credit by the Board of Education may not be applicable to the School's foundation, seminar, on-line, workshop, internship, and project-based learning instructional design. Students may spend several hours one day on a particular subject and fewer hours the next day. Often subjects are integrated and blended depending on design and academic outcomes desired. Students set their own pace for learning. Community involvement is integral and often learning occurs in a non-traditional manner.
- d. Library – Media Services – Statute 121.02(1)(h): Requires school districts to provide adequate instructional materials, texts and library services, which reflect the cultural diversity and pluralistic nature of American society. Instructional materials for the School are an aggregate of various professional and on-line materials, interdisciplinary curriculum and virtual resources, along with supplemental materials. Moreover, the global reach of KM Perform learning will be innovative as well.

(6) Students will be held accountable for their actions and behavior at the Charter School and are expected to comply with the District's student code of conduct and applicable policies. The staff and students will be subject to policies established by the District for maintaining decorum in the classroom and on the site in order to provide an appropriate educational and safe environment for all staff and students. Psychological and physical punishment of students is expressly not allowed. Students enrolled in the Charter School shall be subject to the District's policies and procedures related to student discipline.

(7) Under Section 118.40(6), Wis. Stat., no pupil may be required to attend the Charter School. Students who reside in the District and do not wish to attend the Charter School remain eligible to attend other schools within the District. Students who do not wish to attend or who are not admitted to the Charter School may attend the non-charter District secondary school.

(8) The Charter School is an instrumentality of the District and as such is covered under the District's general liability and other insurance policies.

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

(10) As expressed in Section 118.40, Wis. Stat., the Charter School shall not charge charter tuition. Students will be required to pay school fees in accordance with District policy and those fees shall be provided to the District.

- (11) The Charter School is a public school and shall not discriminate against any student on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability as required by Section 118.40(4)(b)2.
- (12) Special Education Services. The District will provide special education services for any Charter School students who qualify for such services under state or federal law.

## **ARTICLE FOUR**

### **ADDITIONAL OBLIGATIONS OF THE CHARTER SCHOOL OPERATOR**

The Charter School Operator hereby covenants to undertake the following:

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

- (1) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-2000d-7;
- (2) Title IX of the Education Amendments of 1972, 20 U.S.C. ss.1681 et seq.;
- (3) Age Discrimination Act of 1985, 42 U.S.C. ss.6101 et seq.;
- (4) Sec. 504 of the Rehabilitation Act of 1974, 29 U.S.C. s.794 and the Americans with Disabilities Act, 42 U.S.C. ss.12101-12213.
- (5) Individuals with Disabilities Education Act, 20 U.S.C. ss.1400-1485 et seq.
- (6) 20 U.S.C. s. 1232(g) of the General Education Provisions Act, 20 U.S.C. ss. 1221-1234i
- (7) Drug-Free Workplace Act, 41 U.S.C. 701 et seq.;
- (8) Asbestos Hazard Emergency Response Act, 15 U.S.C. ss.2641-2655; and
- (9) Every Student Succeeds Act of 2015 (“ESSA”)

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

**Section 4.2** Non-profit Status. The Charter School shall be created, maintained, and operated by the District under Chapter 118, and such other applicable provisions of Chapters 115, 120, and 121 of the Wisconsin Statutes, and under contract with the Charter School Operator.

**Section 4.3** Background Screening. The Charter School’s employees and regular volunteers engaged at the School, all teachers and all persons otherwise having access to pupils, shall be subject to background screening through state and federal agencies, as deemed appropriate by the District. The School shall not assign any employee or volunteers, to teach or otherwise to have access to pupils until the District or its designee investigates and determines that there is nothing in the criminal background of the employee or volunteer which would render the employee or volunteer unfit to teach or otherwise have access to pupils of the Charter School.

**Section 4.4** Employment of Personnel. The District or designees shall contract with personnel in accordance with all state law requirements,. Teaching personnel shall require extensive training and professional development in the Charter School’s pedagogy.

**Section 4.5** Charter School Budget and Annual Audit. Not later than May 15 of each year during the term of this Contract, the District shall provide the School with an operational budget. The School shall then submit for approval by the Board, a plan for the expenditure of said funds showing the District its best estimate of its proposed total expenditures and liabilities for administering the Contract during the upcoming period of July 1 to June 30. Operational funds shall be available to the Charter School at the same time and in the same manner they are made available to other schools within the District. The Charter School shall adhere to all District financial and accounting policies and procedures. The District or its designee will provide an annual audit of the financial and programmatic operation of the Charter School as part of the District’s programmatic evaluation of all District schools. An annual report including financial and programmatic aspects of the Charter School shall be submitted to the Board each year.

District Obligation. The Parties acknowledge that the District will receive revenue for students enrolled in the Charter School. On this basis, the District agrees to provide the Charter School with a discretionary allocation of revenue on a per-pupil basis in the same manner as other District schools for students enrolled as of the Third Friday of September. The District will allocate any federal formula funds that the Charter School is eligible to receive (e.g. Carl Perkins, ESSA , etc.) according to those funding guidelines. There will be no administrative fee charged to the Charter School.

The District in accordance with its established policies and contractual agreements will pay all salaries of the Charter School staff. The liability coverage of the Charter School will fall under the same coverage as provided for all other District educational activities.

The District, in accordance with its established policies and practices will assume business, accounting, payroll, and similar functions. Budgeted allocations shall be dispersed according to the Charter School Operator’s decisions. Any grants or other funds received by the Charter School shall be disbursed under the direction of the Charter School Operator and follow established District business protocol.

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, with the distribution of such resources to be determined in a manner consistent with the distribution of such resources to other programs in the District.

Sustainable Funding Commitments. The District has made an ongoing commitment to continue to fund and support this school. The Charter School Operator will assume responsibility for developing and approving the Charter School’s annual operating budget on behalf of the Charter School, as well as grant applications and fundraising activities. The Charter School staff, so designated by the Charter School Operator, shall manage budget accounts in accordance with the business protocols and procedures of the District.

Duration of the Charter School Contract. This contract will be for a period of five years and may be renewed by the Board of Education. The Charter School will report to the Board of Education on a yearly basis with regard to the goals of the Charter School and to show the rate of progress on identified objectives.

**Section 4.6** Transportation. The District may provide transportation to Charter School students who reside within the District attendance boundaries under current school board transportation policy and current District transportation guidelines and hours of operation. Parents must provide transportation for students who live outside District boundaries. Acceptance of admission to the School shall constitute acknowledgement by the parent/guardian that the parent/guardian is responsible for providing transportation to/from internship and/or field learning experiences for the student.

**Section 4.7** Inspection of Charter School Facilities. The Charter School shall permit any designee(s) of the Superintendent to visit or inspect the Charter School facilities at any time during the term of this Contract, provided that such inspection shall not materially interfere with the orderly and efficient operation of the Charter School.

**Section 4.8** Access to Charter School Records. Subject to Applicable Law, all Charter School records, including student records, will be maintained and retained in compliance with Board policy and Section 118.125 of the Wisconsin Statutes. The Charter School Operator shall grant any designee(s) of the Superintendent upon reasonable notice the right to reasonably inspect and copy at cost any and all Charter School records and documents, including but not limited to pupil records, at any time within normal business hours during the term of this Contract; provided, however, that such inspection shall not materially interfere with the orderly and efficient operation of the Charter School or otherwise unduly burden the staff of said school.

**Section 4.9** Grant Applications. The Charter School may apply for additional state and federal grant monies available. Such grant applications are subject to approval by the Charter School Operator and Superintendent, and shall comply with District procedures for the preparation and submission of grant applications. The Charter School Operator may apply for independent foundation grants at its own discretion in accordance with the District's grant protocols and procedures. Copies of any applications for grants made on behalf of the Charter School shall be submitted to the Office at the time the application is submitted to the funding authority.

## **ARTICLE FIVE**

### **JOINT RESPONSIBILITIES OF THE PARTIES**

The Parties agree to take the following actions:

**Section 5.1** Performance Evaluation of Certain Subjects:

- (1) The District shall evaluate the performance of the Charter School in the area of student achievement. Description of the specific performance measures that shall be used to

evaluate such areas shall be provided to the Charter School annually, no later than 60 days prior to the start of each academic year.

- (2) The Charter School shall provide to the District the following required reports, at the times described below:
  - a. Annual Report. No later than August 1 of each school year, the Charter School shall submit to the Office an annual report. The report shall contain strategic goals and performance and goals for the next school year. This report shall provide a general information about the school and its operations, its goals and successes.
  - b. Annual School Accountability Progress Report. No later than August 1 of each school year, the Charter School shall submit a school performance report to the District which states how the School has made progress on the goals identified in the school accountability plan established the prior year.

## **ARTICLE SIX**

### **NOTICES, REPORTS, AND INSPECTIONS**

**Section 6.1** Notice of Annual Budget. The District shall provide an annual budget to The Charter School in a manner, timeline, and proportion similar to budgets provided to other District schools.

**Section 6.2** Other Notices.

- (1) Agendas and Meetings. The meetings of the Charter School Governance Council will be conducted in conformance with the Wisconsin Open Meetings law, Sections 19.81 – 19.98 of the Wisconsin Statutes. The Charter School shall provide to the Office agendas and notice in advance of all meetings of the Charter School Governance Council for publication.
- (2) Governmental Agencies. The Charter School shall immediately notify the Office when the Charter School receives any correspondence from the Department or the United States Department of Education Office of Civil Rights, or other governmental agency that requires a formal response, except that no notice shall be required of any routine or regular, periodic mailing.
- (3) Legal Actions. The Charter School shall immediately report to the Office any material litigation threatened or filed, or formal Court proceedings alleging violation of any Applicable Law with respect to the Charter School, its employees, students, or Governance Board.

## **ARTICLE SEVEN**

### **MISCELLANEOUS PROVISIONS**

**Section 7.1** Code of Ethics. A member of the Board and any member of the Charter School Governance Council of the Charter School directly related to the implementation of the terms and conditions of this Contract, shall be subject to the following code of ethics:

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

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

- (1) No Council member may, in a manner contrary to the interests of the Charter School, use or attempt to use his/her position or Charter School property, including property leased by the Charter School, to gain or attempt to gain anything of substantial value for the private benefit of the Council member, his/her immediate family or any organization with which the Council member is associated.
- (2) No Council member may solicit or accept from any person or organization anything of value pursuant to an express or implied understanding that his/her conduct of Charter School business would be influenced thereby.
- (3) No Council member may intentionally use or disclose confidential information concerning the Charter School or its students in any way that could result in the receipt of anything of value for himself/herself, for his/her immediate family or for any other person or organization with which the Council member is associated.
- (4) (a) If a Council member, a member of a Council member’s immediate family, or any organization with which a Council member is associated, proposes to enter into any contract or lease with the Charter School Operator that may within any 12 month period involve payments of \$3,000 or more derived in whole or in part from payments made pursuant to Section 188.40(2r)(e), Wis. Stat., such Council member shall be excused from, and shall not participate in, any dealing discussion, or other position of approval or influence with respect to the Charter School Operator’s entering into such contract or lease; provided, however, that such Council member may be part of a discussion concerning such proposed contract or lease for the limited purpose of responding to Council inquiries concerning such contract or lease.  
  
(b) Provided that the Council member is not in a position to approve or influence the Charter School Operator’s decision to enter into such contract or lease and that the procedures set forth in Section 3.32(4)(a), Wis. Stat., are observed, a Council member may enter into a contract or lease described in Section 7.2(4)(a), Wis. Stat., if the Council member shall have made written disclosure of the nature and extent of any relationship described in paragraph (a) immediately preceding to the Office.

## ARTICLE EIGHT

### REVOCAION OF CONTRACT BY THE DISTRICT

**Section 8.1** Events of Default by Charter School. The District under procedures in Section 8.2 may terminate this Contract if the District finds that any of the following Events of Default have occurred.

- (1) The Charter School has insufficient enrollment to support continued operation as a charter school.
- (2) The pupils enrolled in the Charter School have failed to make sufficient progress toward attaining the educational goals under Section 118.01, Wis. Stat.,
- (3) The School has failed to comply with the District's accepted accounting standards of fiscal management with respect to the Charter School;
- (4) The employees, officials, or agents of the School or the Charter School Operator provided the District false or intentionally misleading information or documentation in the performance of this Contract;
- (5) The Charter School has failed materially to comply with Applicable Law or Board Policy with respect to operation of the School;
- (6) The Charter School has violated Section 118.40, Wis. Stat.; or
- (7) The Charter School Operator defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.

**Section 8.2** Procedures for The District's Revocation:

- (1) Emergency Termination or Suspension Pending Investigation. If the Superintendent determines that any of the Events of Default set forth in Section 8.1 has occurred and that thereby the health or safety of the Charter School's students is immediately put at risk, the District shall provide the Charter School written notice of such Event(s) of default and, upon delivering such notice, may either terminate this Contract immediately or may exercise superintending control of the Charter School pending investigation of the pertinent charge.
  - a) If the District shall elect to exercise superintending control pending investigation of the pertinent charge, the District shall give the School written notice of the investigation, shall commence such investigation immediately, shall permit the School fairly to address the pertinent charge, and shall thereafter complete its investigation as quickly as reasonably practicable.

- b) Upon completing its investigation, the District shall promptly deliver to the School in writing either a notice of immediate termination on the basis set forth in the Section 8.2, or a notice of an Event of Default and an opportunity to cure pursuant to Section 8.2(2), or a notice that an Event of Default has not occurred and reinstating control of the Charter School to the District.
- (2) Non-Emergency Revocation and Opportunity to Cure. If the Superintendent determines that any of the Events of Default has occurred, but that such occurrence does not thereby immediately put at risk the health or safety of the Charter School's students, the District shall advise the School in writing of the pertinent occurrence and shall specify a reasonable period of time within which the School shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Superintendent.
- a) If the School shall not so cure or otherwise remedy the specified Event(s) of Default, the District may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.
  - b) If the District shall so terminate this Contract, termination shall become effective at the end of the next academic semester scheduled for the Charter School.

## **ARTICLE NINE**

### **TERMINATION BY THE CHARTER SCHOOL OPERATOR**

**Section 9.1** Grounds for Termination by the Charter School. This Contract may be terminated by the Charter School under procedures in Section 9.2 if the Charter School Operator finds that any of the following Events of Termination have occurred:

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

**Section 9.2** Procedures for Charter School Termination of Contract. The Charter School may terminate this Contract according to the following procedures:

- (1) Notice. If the Charter School determines that any of the Events of default set forth in Section 9.1 has occurred, the School shall notify the Superintendent of the pertinent Event(s) of Termination. The notice shall be in writing, shall set forth in sufficient detail the ground for termination, and shall specify the proposed effective date of

termination (which date shall, to the extent reasonably practicable, be the end of the next academic semester schedule for the Charter School).

(2) Discretionary Termination.

- a) As to the Event(s) of Termination set forth in Sections 9.1(1)-(2), the Superintendent may conduct a preliminary review of the alleged basis for termination to ensure that such is bona fide. Such review shall be completed promptly and, within 30 days after the Superintendent receives the Charter School's notice, the Superintendent shall deliver to Charter School a notice either approving the School's requested termination or denying the same on the grounds that the asserted basis for termination is not in fact bona fide.
- b) If such results of the review and the Superintendent's determination are not delivered to the Charter School in writing within 30 days after the Superintendent receives the notice, the School's notice shall be deemed an approved basis for termination.

(3) Automatic Termination. As to the Event(s) of Termination set forth in Section 9.1, termination shall be effective on the date set forth in the Charter School's notice under Section 9.2(1).

**Section 9.3** Final Accounting. Upon termination of the Contract, the School shall assist the District in conducting a final accounting of the Charter School by making available to the District all books and records that have been reviewed in preparing the School's annual audits and statements under Section 4.5 of this Contract.

## ARTICLE TEN

### TECHNICAL PROVISIONS

Section 10.1 Terms of the Contract. The terms of this contract will be for five years.

The term of this Contract shall commence on the date of the execution of this Contract and continue until June 30, 2026.

The District shall conduct a review of goals and action plans annually. If the district finds that the Charter School is not making adequate progress, The District shall specify in writing for the Charter School the subjects of the review at least three (3) months prior to the beginning of the fourth full school year of the operation of the Charter School. The Charter School shall have the opportunity to rectify any negative findings. The results of the review, the Charter Schools' action plan, and subsequent results will inform the District to determine whether it will renew the Contract with the Charter School during the fifth year, for another five year contract.

The measures for evaluation shall be derived from the following sources:

- a) State of Wisconsin and Federal Statutes except where excluded by this contract
- b) KM Perform Charter School Contract
- c) KM Perform Academic Goals
- d) KM Perform Annual Report
- e) Governance Council Bylaws, meeting minutes
- f) KM Perform Curricula
- g) KM Perform Community Partnership, Parent, and Student Evaluations

**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 the Contract. If any provision of the Contract shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

**Section 10.5** Successors and Assigns. The terms and provisions of this Contract are binding on and shall ensure 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, representation, 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 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:

To District: Patricia Deklotz, Superintendent of Schools  
School District of Kettle Moraine  
563 A. J. Allen Circle  
Wales, WI 53183

With a copy to: Gary Vose, Board President  
School District of Kettle Moraine  
563 A. J. Allen Circle  
Wales, WI 53183

To the Charter School: Kevin Erickson, Administrative Leader  
KM Perform  
563 A. J. Allen Circle  
Wales, WI 53183

With a copy to: Valerie Wisnewski  
KM Perform Governance Council  
563 A. J. Allen Circle  
Wales, WI 53183

*Under the authority of Section 118.40, Wis. Stat., , the Kettle Moraine School District, with the approval of the Board of Education, hereby grants to KM Perform Governance Council a charter to operate KM Perform under the terms and conditions of this Contract. The undersigned have read, understand, and agree to comply with and be bound by the terms and conditions as set forth in this Contract.*

\_\_\_\_\_  
Governance Council Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date