

**Kenosha Unified School District
Kenosha, WI**

**Kenosha School of Technology Enhanced Curriculum
Charter School Contract**

July 1, 2023

This agreement is made by and between the Board of Education for the Kenosha Unified School District No. 1 ("Board") and the Kenosha School of Technology Enhanced Curriculum ("KTEC").

RECITALS

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

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

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

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

WHEREAS, the District is authorized by Wis. Stat. § 118.40(8) to enter into an agreement with an entity to authorize a virtual charter school;

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

ARTICLE ONE: DEFINITIONS

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

1. "Administrators" means the administrative team of the Charter School.
2. "Applicable Law" means all federal, state, and local law now or in the future applicable to Wisconsin charter schools, including virtual charter schools.

3. "Charter School" and "School" mean a school to be known as Kenosha School of Technology Enhanced Curriculum (KTEC) located at 5710 32nd Ave. Kenosha, WI 54144 and 6811 18th Ave. Kenosha, WI 53143.
4. "Charter School Administrator" means the Administrator of the Charter School.
5. "Day" shall mean calendar day
 - a. The first day shall be the day after the event, such as receipt of a notice.
 - b. Each day after the first day shall be counted, except that a Saturday, Sunday, or legal holiday shall not be counted if it would be the final day of the period.
6. "Department" means the Department of Public Instruction of the State of Wisconsin.
7. "District" means the Kenosha Unified School District, as well as any successor to it that may have jurisdiction over or statutory duties with respect to the Charter School.
8. "Governance Board" means the Board of Directors of the Charter School.
9. "Operational Budget" means the report created by the Charter School Administrator and Governance Board detailing the funding needs for the Charter School including any expected additions to or subtractions from the Charter School fund balance.
10. "Parties" means KUSD and KTEC, through their designated representatives.
11. "Superintendent" means the Superintendent of the Kenosha Unified School District or any designee of the Superintendent.
12. "Teacher(s)" means an appropriately licensed teacher(s) for the Charter School.

ARTICLE TWO: PARTIES, AUTHORITY, AND RESPONSIBILITIES

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

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

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

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

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

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

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

The KTEC Governance Board, INC. is the entity seeking to establish the Charter School.

The sponsors of this contract are the KTEC Governance Board. The Governance Board is composed of parent and community members.

Section 3.2 Person in Charge and Administrative Services

- a. The person responsible for administrative leadership of the Kenosha School of Technology Enhanced Curriculum is the KTEC Principal. The full-time principal/director of the school is responsible to the Board of Education for meeting the terms of the contract, maintaining financial accountability, serving as an instructional leader, overseeing student achievement, managing the building, hiring all personnel, and handling student discipline. The principal will also be responsible for overseeing secretarial-clerical procedures such as attendance and health records. They oversee the administration of assessment and evaluation programs. If the Principal should leave the position, central office personnel, in consultation with the KTEC Governance Board, will choose a replacement that aligns with the values of KTEC (caring, connecting, and innovating) along with expectation of KUSD. The KUSD Superintendent will make the recommendation of a replacement to the KUSD Board of Education for approval.
- b. Administrative services will be provided by the District in the same manner as they are provided to other District schools, including but not limited to human resource, finance and accounting, facility management, educational accountability, information services, and communication support as described in Appendix A.

Section 3.3 Educational Program

- a. A description of the educational program of the Charter School:
 - i. Grades Served: KTEC will serve the educational needs of students from 4-year-old kindergarten through eighth grade.
 - ii. Mission: Engages learners of all types in an innovative and continually evolving learning environment, to prepare students for success through academic excellence by the use of Future Readiness Skills, strategic partnerships, and technology integration to prepare for a global society.
 - iii. Curriculum: The staff of Kenosha School of Technology Enhanced Curriculum will design a program that aligns with Common Core State Standards. Curriculum materials will be chosen by the staff in conjunction with the mission/educational program of the school and aligned with the mission of Kenosha Unified School District.
- b. The Governance Board shall adhere to the educational program set forth herein and shall promptly notify the District in the event the Governance Board proposes to make a significant change in the educational program. Upon receiving notice, the District shall determine whether to renegotiate this Contract or declare this Contract revoked under Section 8.1. The District reserves the right to consider a significant change in the educational program, without District approval, to be a violation of this Contract subject to termination under Section 8.1.
- c. The District shall agree to allow the Charter School to implement the educational program set forth in this Contract. If the Parties wish to mutually change the educational program of the Charter School, such change may be made by amendment as agreed to by the Parties.

Section 3.4 Methods of Attaining Educational Goals

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

Instructional Framework: As the mission states, the instructional framework at KTEC focuses on academic excellence, technology integration, *Future Readiness Skills*, and innovation.

All students at KTEC are expected to achieve academic excellence and are held to rigorous standards. Through the use of a workshop approach, students are expected to be readers and writers of literature and informational texts. Information literacy strategies are also integrated into each grade level in many ways including research projects each year.

At KTEC, STEM is more than an acronym for science, technology, engineering, and math. STEM education removes the traditional barriers erected between the four disciplines by integrating the subjects into one cohesive means of teaching and learning. An effective STEM program is important because increasing student opportunities for STEM learning can improve the chances of post-secondary success for all students. Equipping students with STEM skills will also prepare them for the high-demand jobs of the future and improve student learning in other subjects.

The STEM program at KTEC results in the development of character, collaborative culture, and career awareness skills. As a school KTEC will use students' natural disposition toward technology to engage in learning that requires higher-order thinking skills.

Focus on Community/ Industry Partnerships: Students and staff at KTEC will participate in opportunities and benefit from the resources of strategic community and career-based partnerships.

Focus on Design Thinking and Workplace Readiness: Students will have opportunities to create, design, and develop workplace readiness problem-solving skills.

Instructional Practice: Technology integration is achieved when technology tools support the curriculum and help students reach their goals. These tools provide students and teachers with the following:

- Access to up-to-date, primary source material
- Methods of collecting and recording data
- Ways to collaborate with students, teachers, and experts around the world
- Opportunities for expressing understanding via images, sound, and text
- Learning that is relevant and assessment that is authentic
- Training for publishing and presenting their new knowledge
- Access to performance data about student learning

As a part of a systematic approach in response to intervention, students use computerized programs and assessments in literacy and numeracy. The data from these assessments are used to determine the level of intervention (universal, select, and intensive) a student receives. Each student gets instruction and practice on identified skills daily to promote the greatest level of academic growth.

The school will use instructional materials consistent with Common Core State and Next Generation Science Standards. The curriculum will include literacy, science, social studies, engineering, and math.

Students often engage in cooperative learning experiences to enhance higher-order thinking skills within the curriculum. Through working in collaborative teams, students develop communication, leadership, and teamwork. The school has high expectations for student academic progress and behavior.

All teachers at KTEC attend professional development sessions to build an understanding of the curricular program and culture of KTEC. This includes an extensive on-boarding program for all teaching staff members. This training includes information on teaching Future Readiness Skills, trauma informed care, response to intervention as well as KTEC's literacy, numeracy, and STEM programs curriculum.

Co-curricular Courses: Technology will be used in each co-curricular area to enhance student learning and engagement.

Art: Each KTEC student will receive a comprehensive art education that includes art making, aesthetics, art history and culture, as well as art criticism. To promote learning in the six Wisconsin Standards categories of knowledge, skills, communication, thinking, understanding, and innovation, students will participate in a variety of artistic activities and projects. Technology will be integrated in art through projects related to graphic design. Cross-curricular connections will be made when appropriate.

Health: KTEC requires each middle-school student to participate in health lessons each year. The lessons focus on the standards set by the Wisconsin Department of Public Instruction and strive to present material with a personalized and individualized approach. Topics include personal wellness, fitness, hygiene, nutrition, stress management and life stages.

Physical Education: A quality physical education program is offered to students as part of the KTEC curriculum. Embracing the Standards and Benchmarks set forth by the Wisconsin Department of Public Instruction and the National Association of Sports and Physical Education, lessons are designed to provide activities that are inclusive, highly active, and challenging.

KTEC employs current best practices and technology to integrate physical, academic and wellness concepts. Students participate in instructional units designed to develop motor, cognitive, and social skills through sports, recreation, dance and fitness, in order to build a strong foundation for lifelong health and wellness. Recess is an extension of the KTEC physical education program.

Music: Each student at KTEC receives musical instruction through a variety of programs. Students in Kindergarten through fifth grade receive general music instruction twice per week while students in grades 6-8 participate in instrumental music, choir, or art appreciation. Students in grades 5-8 have the option of participating in band and orchestra. Collaboration across subject areas promotes innovative learning and academic excellence. These music classes are taught in alignment with the Wisconsin State Music Standards for Performance, Creativity, Literacy, Response, and Connections.

Spanish: Students in sixth through eighth grade have instruction in Spanish language and culture. Intercultural understanding is a critical skill both for life and the workplace. Globalization is shrinking the business world and those who know more than one language will definitely have the edge over a monolingual counterpart. The world language teacher will focus on grammar skills and cultural components in order to enrich the understanding of the language.

In addition to the fusion of technology, all curriculum is grounded in and/or enriched with workplace skills, industry knowledge, and opportunities for design.

School Calendar: KTEC will generally follow the KUSD calendar. However, the unique educational program of the charter school may necessitate flexibility when scheduling the school day and calendar. The school calendar will be shared with families before the start of school. Based on the hour and minute calculation and educational needs of students, the KTEC Governance Board will decide about the necessity of making up snow days or other missed days.

Section 3.5 Methods of Measuring Student Progress

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

- a. The Charter School shall administer such standardized tests as may be required under Wis. Stat. §118.30(1m), 118.016, 121.02(1) (r), 20 U.S.C. §1177 et. seq. (also known as the “Every Student Succeeds Act”), and any other Applicable Laws to pupils enrolled in the Charter School and shall cause the testing data for the Charter School to be transmitted to the District in such form as the District shall customarily transmit such data.
- b. **Student Evaluation:** Students will be assessed on their mastery of Common Core and Next Generation Science Standards. Each grade level will use common measures of student success of the standards in each subject.
- c. **Annual Testing:** Students at KTEC will participate in annual state standardized assessments as well as district assessments such as Measures of Academic Progress (MAPs).

- d. Report Cards: Report cards will be completed quarterly in grades Kindergarten through eight. Progress reports will be completed three times per year for students in four-year-old kindergarten. All KTEC students will not receive letter grades, but will receive rubric scores for each essential standard. The staff of KTEC will continue to use reporting systems that reflect assessment of the mastery of Common Core State Standards as well as Future Readiness Skills. Any unique reporting systems used by KTEC will be agreed upon by the district.

Section 3.6 Governance Structure/Methods to Insure Parental involvement

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

- a. The Charter School will be directed by an independent Governance Board that has been organized as a Wisconsin nonstock corporation. The Board has obtained status as a federal tax-exempt organization pursuant to § 501(c) 3 of the Internal Revenue Code. The number of Directors and Director's terms shall be set forth in the Governance Board bylaws. The Board may include, but is not limited to, parent(s) or guardian(s) of students, and community member(s).

The KTEC principal will work closely with the KTEC Governance Board to ensure that this charter contract and the mission of the school are fulfilled.

Governance Method: The KTEC Governance Board, INC. oversees the attainment of the educational outcomes of the charter school and ensures that the school is in compliance with this Contract and the mission of KTEC. The Governance Board will also assist in securing grant monies and other sources of revenue to deepen the capabilities of the school, approve the annual budget for KTEC, build community relations, and make policies that govern the operations of the school.

- b. The Governance Board will meet on a regularly scheduled basis with a minimum of 10 meetings per school year and will comply with the Wisconsin Open Meetings Law. The Governance Board will also make reports to the District Board of Education as may reasonably be requested.

The KTEC Governance Board will consist of 7 voting members. The Governance Board will include an ex-officio member which will be the principal of the school. Members shall serve 3 year terms which will begin on July 1st and conclude June 30th. There will be no term limit. The Board will reorganize at their July meeting of each year which will include swearing in of new Governance Board members and electing new positions. Governance Board members must let the President know by January 31st if they will be serving an additional term.

- c. The Governance Board shall have autonomy and decision-making authority over:
 - 1. Budget expenditures, grant funds, and funds donated specifically to the Charter School or generated through sales of Charter School equipment;
 - 2. Calendar and daily schedule;

3. Curriculum and instruction;
4. Policies and procedures specifically unique to the daily operations of the Charter School that are not addressed in existing District policies;
5. Internal configuration of the school, with agreement from KUSD facilities, can be determined by the Charter School.
6. Marketing, registration, and enrollment processing; and
7. Charter school operations and procedures.

d. In addition to subsection 3.6 (c), the Governance Board shall have the powers necessary to carry out the terms of this Contract including:

1. To receive and disburse funds for school purposes;
2. To secure appropriate insurance;
3. To enter into contracts, including contracts with a University of Wisconsin institution or college campus, technical college district board, or private college or university, for technical or financial assistance, academic support, curriculum review, or other services;
4. To pledge, assign, or encumber its assets to be used as collateral for loans or extensions of credit;
5. To solicit and accept gifts or grants for school purposes;
6. To acquire real property for its use; and
7. To sue and be sued in its own name.

These powers apply to funds raised by or granted to KTEC Governance Board, INC. not school funds.

e. In exercising the authority under Section 3.6(c) and (d), the Governance Board shall adhere to all Applicable Law.

f. The Articles of Incorporation and Bylaws for the Governance Board are attached hereto and incorporated herein as Appendix B and C.

g. **Methods to Ensure Parental Involvement:** Parents are important partners in the educational program at KTEC. The governance structure of the school addresses parent involvement. Parents may be selected to serve on the school's Governance Board making them a critical part of the decision making process. Parents are also involved through an active Parent, Teacher, and Student Organization. Parents volunteer in many ways at KTEC.

Section 3.7 Instrumentality and Staff Qualifications, Non-Discrimination

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

- a. It is understood and agreed that the Kenosha School of Technology Enhanced Curriculum will be an instrumentality of the school district and will follow all of the established district policies and procedures unless stipulated differently in other provisions in this contract or provided by law. All staff shall be employees of the District.

- b. All Administrators, Teachers, and staff at the Charter School will be appropriately licensed by the Department pursuant to Wis. Stat. §118.19.

Every teacher, administrator, or professional staff member at KTEC must meet all KUSD qualifications for employment as well as the requirements established by the Wisconsin Department of Public Instruction including holding a certificate, permit, or license before entering duties of their position. In addition, teachers must demonstrate technical competency and an understanding of Future Readiness Skills and science, technology, engineering, and math integration. Some positions require additional, specialized training such as Project Lead the Way, We Build it Better, and NC3 certifications.

- c. The number of Administrators, Teachers and other staff assigned to the Charter School will be determined by the Governance Board through the budget process. Recommendations for renewal of administrative and teaching contracts will follow the required district and statutory timelines.

- d. Employee Status: Employees are considered KUSD employees and therefore are entitled to the same salary and benefits as other KUSD teachers.

- e. Discrimination: Kenosha Unified School District and by extension Kenosha School of Technology Enhanced Curriculum is an Equal Opportunity Educator/Employer with established policies prohibiting discrimination on the basis of age, race, creed, religion, color, sex, national origin, disability or handicap, sexual orientation, or political affiliation in any educational program, activity, or employment in the District.

- f. The KTEC Governance Board will provide input to KUSD leadership that will evaluate the Charter School Administrator. The Charter School Administrator will evaluate the performance of other administrators, teachers, and other staff as required by District policy, and will report a summary of the evaluations to the Governance Board. The District Board of Education will have final approval over all renewal and nonrenewal decisions as well as the continued employment of non-contracted staff.

Section 3.8 Student Health and Safety

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

The Charter School shall comply with all Applicable Laws concerning health and safety. In addition, the Charter School shall at all times establish and maintain policies and processes for ensuring the physical, social, and emotional health of the pupils enrolled in programs operated by the Charter School including safety policies, policies regarding mandatory reporting under Wis. Stat. §48.981 and policies regarding drilling on evacuation in the event of a fire, tornado, armed intruder, or other hazard.

All health and safety policies will be adhered to including fire and school safety drills. OSHA safety procedures will be in place.

Section 3.9 Racial/Ethnic Balance Goals and Methods

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

KTEC will not deny access to any student based on race, religion, gender, creed, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or disability status.

Recruitment efforts will include general community wide outreaches such as newspaper ads and community meetings at the school. Recruitment will also include participation in recruitment events focused on raising awareness with underrepresented students. Admission decisions are based on a random lottery.

The Charter School is a public school and shall not discriminate in admission or participation in any program or activity on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional, or learning disability. Information on the Charter School will be distributed through newspaper articles, District mailings, brochures, parent-teacher conferences, and the District's web site with a goal of achieving a racial and ethnic balance among pupils that is reflective of the District's school-age population. If necessary, the Charter School will target its marketing efforts to areas that may be underrepresented or at risk in the Charter School's pupil population.

Section 3.10 Admission Requirements

The requirements for admission to the Charter School and admissions lottery:

Application Required: In order to join the KTEC lottery, a preliminary, short application must be submitted online during the month of January each year. Applicants may indicate a preferred campus on the enrollment form. If that campus is full when the student is selected, the student will be offered placement at the other campus. Whenever possible every effort will be made to keep siblings at one campus. Upon accepting placement for a student, families must complete an official KUSD enrollment form.

Students enrolled in KTEC in the previous year do not reenter the lottery. Siblings of current students are given preference in the lottery.

Children of the school's founders, governing board members, and full-time employees may be given preference as long as this group is no larger than ten (10) percent of KTEC's total enrollment.

Discontinuance of Student Enrollment: Non-compliance with KUSD policies and Code of Conduct may result in the discontinuance of student enrollment.

- a. The Charter School is open to all students in grades 4 year-old Kindergarten to eighth who (i) reside in the District or (ii) are enrolled in the District pursuant to Wis. Stat. §§ 118.51, 118.52, or 118.53.

- b. The Governance Board will set enrollment limits not to exceed 65 4K students and 1155 K - 8 students for the following school year by October 1 and submit them to the District by November 1. If the number of enrollment applications exceeds the enrollment limit, the school will select students on a random lottery basis. The Charter School will give preference to pupils and siblings of pupils who are already attending the Charter School. Open enrolled applicants who meet the eligibility requirements and select the Charter School as a preference will be placed in the Charter School if space is available. If a student who has selected the Charter School as a preference is a student with a disability under the Individuals with Disabilities Educational Act, placement will be determined by the IEP team in accordance with federal law.
- c. A waiting list will be maintained for students who are not selected in the random lottery. The waiting list will be utilized until the end of the 1st semester to fill open seats.
- d. The school may include in its lottery all nonresident applicants who seek enrollment in the Charter School. An open-enrolled applicant's admission to the Charter School will be contingent on the student's enrollment in the District.

Section 3.11 Financial and Programmatic Operations

Tuition: No tuition will be charged. KTEC will collect activity and other fees (ex. Field trip) of the type charged to other KUSD students following the District Student Fee Schedule. KTEC will collect and expend student fees at the building level for the purpose of defraying the cost of consumable materials.

Budgeted Items: Salaries, benefits, facility rent, capital improvements, equipment, supplies, and similar items will be included in the school budget. Budgeting practices will adhere to district and state requirements. The building principal will approve all purchases. The building principal will approve all budget expenses.

Financial Records: All operational and personnel funds will flow through the district. KTEC will follow all KUSD policies and procedures required of other district schools. A record of all transactions will therefore be available as financial records of the district. Financial records, including an activity account, will be maintained at KTEC and will be available for review. All of the financial operations of KTEC will be available for review by District staff or any outside auditor commissioned by the district.

Funding by KUSD: Based on the official third Friday attendance count, KUSD will credit KTEC eighty (80) percent of the current year maximum revenue per member as determined by the state revenue limit formula. Starting in the Fall of 2017 and for subsequent years, KTEC will be credited with eighty (80) percent of the increases in per pupil categorical aide. Similarly, a decrease in future funding would negatively impact the funding credited to KTEC.

Carryover funds are permitted.

The remaining twenty percent of the maximum revenue per member and the per pupil categorical aide will be retained by KUSD as reimbursement for administrative or other services furnished to KTEC.

Offsets: KUSD may offset part or all of any amount the charter exceeds the Direct Cost that it is liable for. (No charter is authorized to expend any amounts in excess of the Direct Cost Budget without prior coordination with the KUSD Chief Financial Officer.)

KUSD will pay and offset, against the Direct Cost Budget, all teacher and staff salaries and benefits, rent, equipment and supplies and other miscellaneous direct expenses of KTEC. Expenses other than established salaries, benefits, and rents shall be paid only upon requisition to KUSD by KTEC.

Any other funds raised by KTEC from outside sources shall be delivered to and maintained by KUSD in a discretionary account following established District policies.

Unspent discretionary funds can be retained from one year to the next. The district will account for these funds as assigned portions of the general fund balance. These funds may be spent on items in a mutually agreed upon capital plan. In the absence of a capital plan, prior coordination and consent of the KUSD Chief Financial Officer will be required before accessing these funds.

In the event of District wide budget reductions, a planning session will be held between KUSD and KTEC in order to determine how the charter school can share the burden of the overall financial loss.

Purchasing: All supplies and equipment shall be requisitioned and purchased following standard financial procedures and all applicable District policies. (Including notification of the KUSD board for purchases of materials or contracts exceeding the established threshold.) This would include the periodic audit of the school capital assets in conformance with District policy.

KUSD Services: As part of the 20 percent of per member cost, KUSD will provide agreed upon services. These include district-wide services such as textbook and software adoption, professional development, instructional consultation, federal and district breakfast/lunch program, minor facility repairs, and inclusion in all federal and state grant programs at the school's discretion.

Student Records: Copies of standardized testing results and all records required by KUSD policy or law will be maintained in the school office. Administrative and student records will be maintained and available for review as permitted by Board policy and law.

Transportation: Transportation is not provided by Kenosha School of Technology Enhanced Curriculum; it is the responsibility of the parents/guardians of students.

Section 3.12 Student Discipline

The procedures for disciplining pupils: The Charter School will adhere to the discipline policies of the District.

All KUSD student behavior policies and the Code of Conduct will be followed. In addition, other rules and regulations may be developed. All students and families will receive notification of unique rules and regulations.

Section 3.13 Public School Alternatives

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

No student is required to attend KTEC. Students who do not attend will attend their attendance area school or other choice schools.

Attendance in the Charter School is voluntary. Any pupil who is a resident of the District and does not choose to enroll in and attend the Charter School may attend another school operated by the District or available by agreement with another public school district.

Section 3.14 Description of Facilities/Liability Insurance

A description of the school facilities and the types and limits of the liability insurance that the school will carry:

Description of School Facility: The Kenosha School of Technology Enhanced Curriculum is made up of two campuses. One campus is the former Lincoln Elementary School, 6811 18th Avenue, and is leased from the City of Kenosha. The other campus is the former McKinley Middle School, 5710 32nd Avenue. The facility is owned by Kenosha Unified School District.

Liability Insurance: Liability coverage is provided by KUSD and is the same that is provided for all district schools which is a \$10,000,000 limit.

Section 3.15 Effect on the Liability of the School District

The effect of the establishment of the Charter School on the liability of the District:

Nothing contained in this Contract shall make, or be deemed to make, the District and the Charter School partners, ventures, principals, agents, or representatives of one another, except

only as may expressly be provided in this Contract. Neither the District nor the Charter School shall have any authority to bind or obligate any other Party except only as may expressly be provided in this Contract.

Kenosha School of Technology Enhanced Curriculum will adhere to all federal, state, and local regulations (pertaining to liability) and to the Board's insurance and risk management requirements. The charter school will adhere to the KUSD Code of Ethics.

ARTICLE FOUR: EXEMPTIONS FROM REQUIREMENTS

Section 4.1 Exemptions

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

Section 4.2 Policy Exemptions

The Charter School will be exempt as described in this charter from the District policies listed below.

- 6210 Calendar
- 6300 Curriculum Development and Improvement
- 6310 Instructional Time
- 6320 Instructional Program Adoption
- 6418 Character Education
- 6432 Class Size

ARTICLE FIVE: OTHER TERMS COVENANTS AND CONDITIONS

Section 5.1.

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

Section 5.2 Nonsectarian

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

Kenosha School of Technology Enhanced Curriculum is nonsectarian in its programs, admission policies, employment practices, and all other operations. The KTEC faculty, staff, equipment,

supplies, curriculum, and teaching content shall be free of all religious or other sectarian symbols or influences.

Section 5.3 Free of Tuition

The Charter School shall not charge tuition.

Section 5.4 Special education

- a. Special education and related services will be provided by the District pursuant to the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act (Section 504). The District shall serve children with disabilities in the Charter School in the same manner as it serves children with disabilities attending other District schools, and shall provide funds under this subchapter to the Charter School on the same basis as it provides funds under this subchapter to other District schools, including proportional distribution based on enrollment of children with disabilities, and at the same time as it distributes other federal funds to the District's other schools.
- b. The District shall remain the Local Educational Agency for all students who qualify for an individualized educational program under IDEA.
- c. Charter School administrators, teachers, and staff shall participate in staff development opportunities provided by the District pertaining to IDEA, Section 504, and the Americans with Disabilities Act.

Section 5.5 Applicable Law

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

- a. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d 2000d 7;
- b. Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq.;
- c. Age Discrimination Act of 1985, 42 U.S.C. §6101 et seq.;
- d. Sec. 504 of the Rehabilitation Act of 1974, 29 U.S.C. §794 and the Americans with Disabilities Act, 42 U.S.C. ss. 12101 12213.
- e. Individuals with Disabilities Education Act, 20 U.S.C. §1400 1485 et seq.
- f. 20 U.S.C. s. 1232(g) of the General Education Provisions Act, 20 U.S.C. §1221 1234i;
- g. Drug-Free Workplace Act, 41 U.S.C. 701 et seq.;
- h. Asbestos Hazard Emergency Response Act, 15 U.S.C. §2641 2655; and
- i. Every Student Succeeds Act of 2015, and its implementing regulations, 20 U.S.C. §1177 et. seq.

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

Section 5.6 Disposal of Property

In the event the Charter School seeks to sell or otherwise dispose of property purchased with monies from the District's annual per student allocation as set forth in Section 5.8, the Charter School shall first provide notice to the District of its intent to dispose of property and follow existing KUSD policies. In no event shall the Charter School donate property to any organization or governmental body other than the District. In the event the Charter School seeks to sell or otherwise dispose of property purchased with monies raised by the Governance Board, the Charter School shall not be required to provide notice to the District and may sell or otherwise dispose of such equipment in accordance with all Applicable Law. Property purchased through grants awarded directly to the KTEC Governance Board or other funds raised by the KTEC Governance Board will be clearly labeled and inventoried.

Section 5.7 Background Checks

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

Section 5.8 Budget Allocation

Based on the official third Friday attendance count, KUSD will credit KTEC eighty (80) percent of the current year maximum revenue per member as determined by the state revenue limit formula. Starting in the Fall of 2017 and for subsequent years, KTEC will be credited with eighty (80) percent of the increases in per pupil categorical aide. Similarly, a decrease in future funding would negatively impact the funding credited to KTEC.

Section 5.9 Services

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

Section 5.10 Lunch

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

Section 5.11 Annual Report

The Charter School shall provide to the District the data needed by the District for purposes of making the report to the state superintendent and the legislature required under Wis. Stat., §118.40 (3m) (f).

ARTICLE SIX: JOINT RESPONSIBILITIES OF THE PARTIES

Section 6.1 Performance Evaluations

- a. At an annual meeting between the KUSD school board and the charter school's governance board, the District shall review the academic and financial performance of the Charter School. The measures used to evaluate the Charter School shall be consistent with all applicable measures used to evaluate the performance of all District schools. The Charter School Administrator and Superintendent will collaborate to develop the Charter School reporting procedure and timeline for reporting to the District.
- b. In considering renewal of this Contract, the District shall give priority consideration to the Charter School's performance in the state's accountability system and student achievement.
- c. Performance measures to be reported to the authorizing district annually:
 - i. KTEC students will meet or exceed their district grade level peers' state assessment achievement or growth levels in math each year of the contract.
 - ii. KTEC students will meet or exceed their district grade level peers' state assessment achievement or growth levels in ELA/reading each year of the contract.
 - iii. KTEC will annually operate within its allocated budget.

ARTICLE SEVEN: NOTICES, REPORTS, AND INSPECTIONS

Section 7.1 Notices

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

Section 7.2 Certain Reports

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

ARTICLE EIGHT: REVOCATION OF CONTRACT BY THE DISTRICT

Section 8.1 Events of Default by Charter School

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

- a. Educational Goals: If the pupils enrolled in the Charter School have failed to make sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01, have failed to achieve standards as determined by the Department for 3 consecutive years, or have failed to make progress as set forth in Section 6.2(c) of this Contract for 3 consecutive years. If the KUSD Board determines that the charter students have failed to make sufficient progress towards educational goals. If an extension of time to attain such goals is requested in writing, such requests shall include a written plan (which is acceptable to the district) that sets out the additional steps that the school will take to attain such educational goals within a reasonable time. The determination of the Board as to the acceptability of the school's written plan for attaining educational goals shall be final.
- b. The School has failed to comply with generally accepted accounting standards of fiscal management with respect to the Charter School;
- c. The School employees, or agents provided the District false or intentionally misleading information or documentation in the performance of this Contract;
- d. The Charter School has failed to comply with Applicable Law;
- e. Violation of WI Stat 118.40: If the KUSD Board determines that the charter is in violation of Wisconsin Statute 118.40.
- f. The Governance Board violates any of the terms, conditions, promises or representations contained in or incorporated into this Contract; or
- g. Insolvency: If the KUSD Board determines that the charter's revenues are insufficient to pay its expenses.

Section 8.2 Procedures for the District's Revocation

- a. Emergency Termination or Suspension Pending Investigation.
When Risk of Student Health or Safety. If the District Board of Education and/or the Superintendent or designee determines that any of the Events of Default set forth in Section 8.1 has occurred and that thereby the health or safety of the Charter School's students is immediately put at risk, the District shall provide the

Charter School written notice of such Event(s) of Default and, upon delivering such notice, may either terminate this Contract immediately or may exercise superintending control of the Charter School pending investigation of the pertinent charge.

1. If the District elects to exercise superintending control pending investigation of the pertinent charge, the District shall give the Charter School written notice of the investigation, shall commence such investigation immediately, shall permit the Charter School to address the pertinent charge, and shall thereafter complete its investigation as quickly and as reasonably practicable.
2. Upon completing its investigation, the District shall promptly deliver to the School in writing either a notice of immediate termination on the basis set forth in Section 8.2(a), or a notice of an Event of Default and an opportunity to cure pursuant to Section 8.2(c), or a notice rejecting the pertinent charge and reinstating control of the Charter School to the Governance Board.

b. **Emergency Termination or Suspension Pending Investigation When Risk of Financial Peril.**

If the District Board of Education and/or the Superintendent or designee determines that any of the Events of Default set forth in Section 8.1 has occurred and that thereby the District is immediately at risk for financial peril, the District shall provide the Charter School written notice of such Event(s) of Default and, upon delivering such notice, may either terminate this Contract immediately or may exercise superintending control of the Charter School pending investigation of the pertinent charge.

1. If the District elects to exercise superintending control pending investigation of the pertinent charge, the District shall give the Charter School written notice of the investigation, shall commence such investigation immediately, shall permit the Charter School to address the pertinent charge, and shall thereafter complete its investigation as quickly and as reasonably practicable.
2. Upon completing its investigation, the District shall promptly deliver to the School in writing either a notice of immediate termination on the basis set forth in Section 8.2(a), or a notice of an Event of Default and an opportunity to cure pursuant to Section 8.2(c), or a notice rejecting the pertinent charge and reinstating control of the Charter School to the Governance Board.

c. **Non-Emergency Revocation and Opportunity to Cure.**

If the District Board of Education and/or Superintendent or designee determines that any of the Events of Default has occurred, but that such occurrence does not thereby immediately put at risk the health or safety of the Charter School's students, the District shall advise the School in writing of the pertinent occurrence

and shall specify a reasonable period of time (though in no instance less than 30 days) within which the School shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Superintendent.

1. If the Charter School does not so cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the District Board of Education or Superintendent, the District may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.
 2. If the District terminates this Contract, termination shall become effective at the end of the current academic semester.
- d. Upon notification of termination and nonrenewal of this Contract and dissolution of the Charter School, the Governance Board shall designate an independent trustee who will be responsible for satisfying all outstanding financial liabilities of the Charter School and properly distributing the School's assets in compliance with the law and this Contract. The trustee shall return any unspent federal or state grant money or funds to the Department. The trustee shall dispose of all property purchased with state or federal funds as required by state or federal law.

ARTICLE NINE: TERMINATION BY THE GOVERNANCE BOARD

Section 9.1 Events of Default by District

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

- a. The Governance Board has lost its right to exercise authority granted under this Contract and/or under Wisconsin law.
- b. The number of students in the Charter School drops below 500.
- c. The District defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.
- d. The District has violated Wis. Stat. § 118.40 or other Applicable Law.
- e. Mutual Agreement: Both parties (KUSD and KTEC) agree in writing to termination.

Section 9.2 Procedures for Governance Board Termination of Contract

- a. If the Governance Board determines that any of the Events of Default set forth in Section 9.1 has occurred, the Governance Board shall notify the District Board of Education and/or Superintendent or designee of the pertinent Event(s) of Default. The notice shall be in writing and shall set forth in sufficient detail the grounds for termination.
- b. Discretionary Termination.

1. Upon receipt of notice of the Events of Default, the District Board of Education and/or Superintendent or designee may conduct a preliminary review of the alleged basis for termination to ensure that such bases are bona fide and to determine whether the Events of Default may be cured. Such review shall be completed promptly. Within thirty (30) days after the District Board of Education or Superintendent receives the Governance Board's notice, the District Board of Education or Superintendent shall deliver to the Governance Board a notice either approving the Governance Board's requested termination or denying the same on the grounds that the asserted bases for termination are not in fact bona fide or on the grounds that the District intends to cure the Events of Default.
2. If a notice approving or denying the requested termination is not delivered to the Governance Board in writing within thirty (30) days after the District Board of Education or Superintendent receives the notice, the Governance Board's notice shall be deemed an approved basis for termination.
3. If the District gives notice of its intent to cure the Events of Default, the Governance Board shall advise the District in writing of the pertinent occurrence and shall specify a reasonable period of time (though in no instance less than 30 days) within which the District shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Governance Board.
4. If the District does not so cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Governance Board, the Governance Board may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.
5. If the Governance Board terminates this Contract, termination shall become effective at the end of the current academic semester.

c. Termination, Nonrenewal and Closure Procedures

1. Upon termination of the Contract, the Governance Board shall assist the District in conducting a final accounting of the Charter School by making available to the District all books and records that have been reviewed in preparing the Charter School's annual audits and statements under this Contract.
2. Upon termination and nonrenewal of this Contract, the Governance Board shall designate a records custodian who will be responsible for maintaining its records in accordance with the law and this Contract. Following the expiration of any statutory retention period the records custodian will arrange for the destruction of records in a manner that ensures their confidentiality.
3. Upon notification of termination and nonrenewal of this Contract and

dissolution of the Charter School, the Governance Board shall designate an independent trustee who will be responsible for satisfying all outstanding financial liabilities of the Charter School and properly distributing the School's assets in compliance with the law and this Contract. The trustee shall return any unspent federal or state grant money or funds to the Department. The trustee shall dispose of all property purchased with state or federal funds as required by state or federal law.

ARTICLE TEN: TECHNICAL PROVISIONS

Section 10.1 Term of Contract

The term of the Kenosha School of Technology Enhanced Curriculum Charter Contract shall be a period of five (5) years commencing on July 1, 2023 and continuing through June 30, 2028. The Contract may be renewed for additional terms as agreed to by the Parties. The decision to renew will be driven by the Charter School's performance in the Wisconsin accountability system and proven student achievement.

Section 10.2 Applications of Statutes

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

Section 10.3 Amendments

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

Section 10.4 Severability

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

Section 10.5 Successors and Assigns

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

Section 10.6 Entire Agreement

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

Section 10.7 Assignment

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

Section 10.8 Non-waiver

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

Section 10.9 Force Majeure

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

Section 10.10 No Third Party Rights

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

Section 10.11 Governing Law

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

Section 10.12 Counterparts

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

Section 10.13 Notices

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

To: the Board
Dr. Jeffrey Weiss
Superintendent of Schools
Kenosha Unified School District

3600 52nd Street
Kenosha, WI 53144
Telephone: 262-359-6320 Facsimile: 262-359-7672

To: Kenosha School of Technology Enhanced Curriculum
Dr. Angela Andersson
Principal
Kenosha School of Technology Enhanced Curriculum
6811 18th Ave
Kenosha, WI 53143
Telephone: 262-359-3800 Facsimile: 262-359-2194

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

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

In witness whereof, the parties have caused this contract to be executed by their duly authorized representatives as of the date first above written.

FOR THE GOVERNANCE BOARD:

Steve Davis
Name

Steve Davis
Signature

Governance Board President
Title

5/30/2023
Date

FOR THE DISTRICT BOARD OF EDUCATION:

Yolanda Adams
Name

Yolanda Adams
Signature

Board President
Title

5-23-23
Date

Appendices

Appendix A

Each Charter school collects fees which are used to help defray costs for instructional materials. Charters also apply for grants and participate in fundraising activities to generate additional revenue. A primary source of revenue comes from the State's maximum revenue per member calculation. Eighty percent of the maximum per-member revenue is allocated to Charter schools to pay for their staff (salaries, stipends, and benefits), supplies, and other expenses unique to their Charter. This amount is calculated each year and allocated based on September (third Friday) student counts. The remaining twenty percent is retained by the District to pay for overhead-type expenses. These services include, but are not limited to, the following:

- **Teaching Staff-Substitutes**
 - The District will allocate the total substitute budget to all schools (including Charters) based on a percentage of FTE. The substitute budget will be utilized for substitute costs only and will be managed directly by the schools. Long-term absences for administrative leave, maternity leave, or illnesses will also be charged to the substitute budget and not the Charter allocation.
 - As of July 1, 2023, KUSD Charter schools will be responsible for regular education substitute teacher costs up to an agreed-upon threshold based on their proportionate amount of budgeted teacher FTE for the year. In the event that an individual school exceeds the threshold amount for that year, the district will absorb the difference.
 - A long-term FTE position that has the ability to be filled by a certified person, but is being filled by a long-term sub, will be the responsibility of the Charter
- **Human Resources**
 - Assistance with the hiring of personnel, personnel issues, etc.
 - Management of the Employee Handbook
 - Develop and manage all employee benefits including employee TSA's, Wisconsin Retirement contributions, federal and state taxes
 - Management of payroll software systems
 - Maintain salary, vacation, and sick time data
 - Manage employee benefits choices and ensure deductions are included in the payroll

- Ensure compliance with payroll laws and regulations
- Process and distribute payroll with W2s
- Provide Frontline services and substitute teacher management
- Maintain benefits, insurance and FMLA management
- KUSD will conduct criminal background checks
- KUSD conducting Physical/TB, drug testing and Hepatitis B vaccination (the District may need to pay for these for all employees per statute)

- Finance and Accounting

- Ensure that all accounting procedures comply with the requirements of state and government governing bodies
- Maintain an effective system of internal controls
- Maintain chart of accounts and provide guidance in recording of transactions
- Management of accounting software systems, processes and procedures
- Preparation and submission of financial reports to DPI
- Facilitate the external audit process; review and respond to audit findings
- Prepare all formal financial statements for District included in the Comprehensive Annual Report, Budget Book, and for other management discussion and analysis
- Facilitate actuarial study for post-retirement benefits
- Assist with budget matters and ensure that budgets and allocations are accurately reflected in the system
- Implement cash handling procedures and controls
- Management and recording of student fees
- Monitor cash flow and District banking services
- Identify need for short-term and long-term financing; prepare all financial reports and legal documents to secure financing; facilitate bond financing with financial consultants; assist with the bond rating process
- Facilitate the bid and request for proposal (RFP) process for major expenses
- Assist with purchasing; maintaining purchase order systems and payment of purchased items
- Set tax levy and reconcile available resources and expense revenues with the fiscal needs of the school District
- Manage all accounting and reporting for District grants
- Serve as resource for financial planning and general accounting matters

- Facility Management
 - **Provided for eSchool, KTEC East and West, Dimensions of Learning**
 - Provide in-house maintenance services for minor (under \$2,500) maintenance repairs
 - Support (provide recommendations and/or coordination as needed) other maintenance needs of the schools including minor maintenance not generally performed by in-house staff and major maintenance
 - Develop and maintain Asbestos Management plans
 - Oversee indoor air quality program
 - Provide support in the development and implementation of emergency response plans
 - Assist with moving furniture, fixtures and equipment
 - Provide training support as requested for Charter school funded cleaning staff and provide support as needed for custodial related questions the schools have
 - Provide boiler support for minor repairs under \$2,500
 - KUSD will provide Charters with the opportunity to participate in security management programs such as alarm and keyless entry systems (Charters to pay for hardware, District to provide installation at no additional cost)
 - Assist with long range planning and support through facilities including KUSD when needed
 - **Provided to Brompton and Harborside**
 - Provide all in-house maintenance services
 - Provide all in-house custodial services
 - Develop and maintain Asbestos Management plans
 - Oversee indoor air quality program
 - Provide support in the development and implementation of emergency response plans
 - Assist with moving furniture, fixtures, and equipment
- Risk Management
 - Determine risk management needs of the District
 - Adhere to legal requirements for insurance coverage
 - File insurance claims when appropriate

- Assess current insurance coverage and ensure the District has sufficient insurance coverage
- Maintain and implement District safety program and emergency management plan
- Teaching and Learning
 - Support will be provided for:
 - English Learners
 - Professional learning
 - Substitute teachers will be paid for by the Charter school.
 - Instructional technology
 - Talent development
 - Inclusion in all curriculum resource adoptions and the associated professional learning at the Charter school's discretion
 - If Charter schools elect to participate in the curriculum resource purchases, the district curriculum must be implemented with fidelity.
 - Charter school staff must attend all professional learning associated with the adoption throughout the seven year cycle.
 - If substitute teachers are needed for this professional learning the expense is the responsibility of the charter school.
 - Multi-level system of support
 - Purchase of intervention resources, that are unique to the charter school, are the responsibility of the charter schools
- Special Education/Student Support
 - The district provides special education services to charter school students as specified in each student's Individualized Education Program (IEP). These services

may include: specially designed instruction, educational support services, occupational therapy, physical therapy, speech therapy, assistive technology, nursing, specialized transportation and evaluation.

- Charter schools also benefit from school nursing services provided through a contract with Kenosha County.

- Educational Accountability

- Collect and submit School Performance Report (SPR) requirements and will submit to DPI
- Submit WISEdata entries to DPI (Count Day, Year End, Discipline, etc.)
- Provide enrollment projections
- Provide school/district level assessment data (Forward, ACT, ACCESS, etc.)
- Provide data reports for school level inquiries consistent with existing boundary schools
- Provide quarterly discipline data reports
- Share resources and trainings related to the WI Annual School Report Card

- Information Services

- Provide access to and curation of data for the Student Information System
- Serve as resource guide for technology needs
- Provide technology support for district wide assessments
- Provide grading reports for potential failures for parental sharing
- Provide end of year transcript/grading files for distribution
- Provide regional technology support
- Provide management of networks (wired/wireless)

- Communications

- Serve as resource for website assistance

- Cable television and internet services will be provided to Charter schools
- Crisis communications development and support
- Media relations
- Garnering media coverage for events/programs
- Social media development and support
- Photography of events and feature stories/projects submitted for consideration via the Events/Features form
- Videography of events and feature stories/projects submitted for consideration via the Events/Features form
- Event/program promotions that are open to the community and/or are part of a districtwide performance (e.g., Jazz Fest, Choral Fest, etc.)
- School Messenger support
- Website development and support
- Family education program development and support
- GED classes for parents
- ESL classes for parents
- Branding development and support (e.g., logo updates, letterhead, vinyl graphic design, etc.)
- Graphics support (e.g. fliers, brochures, programs for district-wide programs, etc.)
- Video coverage for districtwide events (e.g., Jazz Fest, Band-O-Rama, etc.)
- AODA program development and support
- Red Ribbon program development and support

- Other Services

- Maintain management information systems, technology, and telephone.
- Administer and monitor food service operations; provide food services
- Administer and monitor student transportation and provide services as needed for special education students
- Charter schools wishing to provide summer school at their site will support it with funds from their individual Charter school budgets, otherwise their students can attend summer school at another KUSD site.
- Students at Charter schools will be allowed to participate in sports and extra-curricular activities at their attendance area school.

Appendix B

State of Wisconsin
DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Cooperative Services

FORM 102

Nonstock Corporation
Articles of Incorporation
Chapter 180.401-180.404, Wis. Stats.

FILING FEE \$35.00
☐ ORIGINAL RETURNED BY MAIL + \$25.00

The corporation is incorporated under Ch. 180 of the Wisconsin Statutes.

Article 1. Name of the corporation: KTEC Governance Board

Article 2. Mailing address of the initial principal officer: 0811 18th Avenue
(Ref. § 180.401(2)(b)) (Mailing Address)
Kenosha, WI 53143
(City, State and Zip Code)

Article 3. Street address of the initial registered office: 0811 18th Avenue
(Ref. § 180.401(2)(c)) (Street Address)
Kenosha, WI 53143
(City, State and Zip Code)

Article 4. Name of the initial registered agent located at above registered address: Angela Anderson

Article 5. Please select one of the statements: ☐ The corporation will have members ☒ The corporation will NOT have members

Article 6. Is the corporation, intended to enter into business under § 180.401(2)(b): ☐ Yes ☒ No

Article 7. This document was drafted by: KTEC Governance Board

Article 8. Name and address of each incorporator: (attach additional pages if needed)
Paul Pagley
(Name of incorporator)
8040 47th Ct.
(Street Address)
Kenosha, WI 53142
(City, State, Zip)
incorporator's signature

REGISTRATION REQUIREMENTS FOR NONSTOCK CORPORATIONS
provided pursuant to § 180.401(2)(b), Wis. Stats.

Regulation of Charitable Organizations - A nonprofit corporation operating as a "charitable organization" and seeking recognition may be subject to additional regulations under § 180.401(2)(b) of the Wisconsin Statutes and may be subject to regulation and the Bureau's review with our Department. Additional information is available in § 180.401(2)(b) or by calling 608-227-4723.

Paul Pagley
Incorporator's Signature

OFFICE USE ONLY

31

Kenosha School of Technology Enhanced Curriculum (KTEC) Governance Board Bylaws

I. KTEC GOVERNANCE BOARD (referred to as Board)

A. Powers:

The Board shall conduct or direct the affairs of KTEC and exercise its powers, subject to the limitation of WI non-profit law and these bylaws. The Board may delegate the management of the activities of KTEC to others, so long as the affairs of KTEC are managed and its powers are exercised under the Board's ultimate jurisdiction. Without limiting the generality of the powers granted to the Board, but subject to the same limitations, the Board shall have the powers enumerated in these Bylaws, and the following specific powers:

1. To appoint and remove Board Members
2. To approve and remove full and part-time positions at KTEC
3. To conduct, manage and control the affairs and activities of KTEC, including but not limited to academic and student behavioral affairs, and to make rules and regulation within the jurisdiction
4. To enter into contracts, leases and other agreements which are in the Board's judgment necessary or desirable in obtaining the purposes of promoting the interests of KTEC.
5. To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property.
6. To indemnify and maintain insurance on behalf of any Board Members, for liability asserted against or incurred by such person in such capacity.
7. Overseeing and approving the site budget

B. Number of Board Members

1. The KTEC Board shall include 7 voting members of which no employees or officers of the authorizing entity may hold membership. The goal would be to create a diverse board representative of the community sector, such as business or

higher education. The Board will also include an ex-officio member, which will be the principal of the school.

C. Appointment of Board Members

1. Appointment - The Board shall appoint members by the agreement of the majority Board members then in office, whether or not the number of board members in office is sufficient to constitute a quorum, or by the sole remaining board member.
2. Eligibility - The Board may appoint any person who in its discretion it believes will serve the interests of the school faithfully and effectively.
3. Interested Persons - Not more than 49% of persons serving on the Board may be interested persons. An "interested person" is: any brother, sister, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law, or father-in-law of any such person.
4. Term of Office a) The term of office of all members in the initial board shall be for 1, 2 and 3 year terms. Three positions will hold a 3- year term with 2 positions holding a 2-year term, and the remaining 2 positions holding a 1-year term.

b) The term of each Board Member hereafter shall be a 3- year term, which will begin the first meeting in July

and conclude on the day prior to the first meeting in July.

c) Board members must inform the Board President by January 31st if they will be serving an additional term. There will be no term limit for Board Members.

d) The term of office of a Board Member appointed to fill a vacancy in these bylaws begins on the date of the Board Member's appointment and continues (1) for the balance of the unexpired term in the case of a vacancy created because of a resignation, removal, of death of a Board Member or

(2) for the term specified by the Board in the case of a vacancy resulting from the increase of the number of Board Members authorized.

e) A Board Member's term of office shall not be shortened by any reduction in the number of Board Members resulting from amendment of these Bylaws or other Board action.

f) A Board Member's term of office shall not be extended beyond that for which the Board Member was elected except with approval of the Board.

g) New Board Members will be sworn in at the first meeting in July at which time the Board will also reorganize for the new year.

5. Time of Appointment -The Board shall appoint Board members at the May meeting, whose terms begin on first meeting of the new fiscal year. July's meeting will be designated as the "annual meeting."

D. Removal of Board Member. The Board may remove a Board Member without cause as provided by WI Non-Profit provisions. The Board may remove any Board Member who:

1. Has failed to attend two or more meetings of the Board's Regular Meetings in any calendar year without notice. These will be unexcused absences.

2. Has been declared of unsound mind by a final order of court

3. Has been convicted of a felony

4. Has been found by a final order or judgment of any court to have breached any duty imposed by the Wisconsin Non-profit provisions or

5. For such other good causes as the Board may determine

E. Resignation by Board Member. A Board Member may resign by giving written notice to the Board President or Secretary. The resignation is effective on the giving of notice, or at any later date specified in the notice.

F. Vacancies. A vacancy is deemed to occur on the effective date of the resignation of a Board Member, upon the removal of a Board

Member, upon declaration of vacancy pursuant to these bylaws, or upon a Board Member's death. A vacancy is also deemed to exist upon the increase by the Board of authorized number of Board Members.

G. Compensation of Board Members. Board Members shall serve without compensation. However, the Board may approve reimbursement of a board member's actual and necessary expenses while conducting official school business.

II. PRINCIPAL OFFICE

A. The School's principal office shall be at 6811-18th Avenue Kenosha, Wisconsin 53143 or 5710 32nd Avenue, Kenosha, Wisconsin 53144, or at such other place as the Board may select by resolution or amendment of the Bylaws. The Secretary shall note any change in the principal office on the copy of the Bylaws maintained by the Secretary.

III. MEETINGS OF THE BOARD

A. **Place of Meetings.** Board Meetings shall be held at the school's principal office or at any other reasonably convenient place as the Board may designate.

B. **Annual Meetings.** The Annual Meeting shall be held each year before the start of school for the purpose of selecting Board Executive positions and transacting other business as comes before the meeting.

C. **Regular Meetings.** Regular Meetings shall be held at various times within the year as the Board determines.

D. **Special Meetings.** Special Meetings shall be held at any time called by Board President

E. Adjournment. A majority of the Board present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place.

IV. ACTION BY THE BOARD

A. Quorum. A quorum consists of two-thirds of the number of Board

Members.

B. Action by the Board

1. Actions Taken at Board Meetings - The action done and decisions made by a majority of the Board Members present at a meeting duly held at which a quorum is present are the actions and decisions of the Board.
2. Actions without a Meeting - The Board may take any required or permitted action without a meeting if all the Board Members individually or collectively consent in writing to the taking of that action. Such consent shall have the same effect as a unanimous vote of the Board, and shall be filed with the minutes of the Board proceedings.
3. Board Members by virtual platform - Board Members may participate in a Board Meeting so long as all Board Members participating in such a board meeting, either in person or through a virtual platform, can hear one another. Participation in a meeting pursuant to this section constitutes presence in person at such meeting.

C. Standard of Care

1. Performance of Duties. Each Board Member shall perform all duties of a Board Member in good faith, in a manner the Board Member believes to be in KTEC's best interest and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.
2. Reliance on Others. In performing the duties of a Board Member, a Board Member shall be entitled to rely on information, opinions, reports or statements including financial statements, and other financial data presented by:

a) one or more employees of KTEC whom the Board believes to be reliable and competent in the manners presented;

b) legal counsel, independent accountants and other persons as to matters that the Board believes are within the person's professions or extend competency.

3. Investments. In investing and dealing with all assets held by KTEC for investment, the Board shall exercise the standards of care described above and avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the KTEC's capital. The Board may delegate its investment powers to others, provided that those powers are exercised within ultimate direction of the Board. No investment violates this section where it conforms to provisions authorizing such investment contained in an instrument or agreement pursuant to which the assets were contributed to KTEC.

D. Rights of Inspection. Every Board Member has the right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of KTEC, provided that such inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the obligation to maintain the confidentiality of the reviewed information, in addition to any obligation imposed by any applicable federal, state or local law.

E. Participation in Discussions and Voting. Every Board Member has the right to participate in the discussion and vote on all issues before the Board and any Board Committee, except as noted below: 1. Principal shall not be present for the discussion or vote on any matter involving:

a) the performance evaluation or discipline of the principal

b) any other matter at the discretion of a majority of the Board Members then present.

2. Any Board Member shall be excused from the discussion and vote on any matters involving:

a) a self-dealing transaction

- b) a conflict of interest
- c) indemnification of that Board Member
- d) any other matter at the discretion of a majority of the Board Members then present

F. Duty to Maintain Board Confidences Every Board Member has a duty to maintain the confidentiality of all Board actions, including discussions and votes. Any Board Member violating this confidence may be removed from the Board.

V. OFFICERS AND APPOINTMENTS

A. Officers. The officers of the Board shall consist of a President, Vice-President and Secretary. The Board also may have such other officers, as the Board deems necessary. 1. President. Subject to Board control, the President has general supervision, direction and control of the affairs of KTEC and other such powers and duties as the Board may prescribe. If present, the President shall preside at Board meetings. 2. Vice-President. If the President is absent or disabled, the

Vice-President shall perform all the President's duties and, when so acting shall have all of the President's powers and be subject to the same restrictions. The Vice-President shall have other such powers and perform such other duties as the Board may prescribe.

3. Secretary. The Secretary shall a) keep a record of all meeting minutes of the Board noting the time and place of the meeting, whether it was a regular or special (and if special, how authorized), the names of those present, and the proceedings; b) keep or cause to be kept a copy of the Board's Articles of Incorporation and Bylaws, with amendments; c) give or cause to be given notice of the Board meetings as required by the Bylaws; and d) have such other powers and perform such other duties as the Board may prescribe.

- B. Appointment, Eligibility and Term of Office** 1. Appointment. The Board shall appoint the officers annually at the July meeting or at a Special Meeting called for that purpose, except that officers elected to fill vacancies shall be elected as vacancies occur.
2. Eligibility. A Board Member may hold any number of offices, except that the Secretary may not serve consonantly as the President
3. Term of Office. Each Board Member serves at the pleasure of the Board, holding office until resignation, removal or disqualification from service, or until his or her successor is elected.
- C. Removal and Resignation.** The Board may remove any officer, either with or without cause, at any time. An officer may resign at any time by giving written notice to the Board, the resignation taking effect on receipt of the notice or at a later date as specified on the notice.

VI. NON-LIABILITY OF BOARD MEMBER. The Board Members shall not be personally liable for KTEC's debts, liabilities or other obligations.

VII. INSURANCE FOR BOARD MEMBERS The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Board Member or other agent of KTEC, against any liability other than for violating provisions of law relating to self-dealing asserted against or incurred by the agent in such a capacity or arising out of the agents status as such, whether or not the Board would have the power to indemnify the agent against such liability under the provisions of WI non-profit law.

VIII. SELF-DEALING TRANSACTIONS A. KTEC shall not engage in any self-dealing transactions, except as approved by the Board. "Self-dealing transaction" means a transaction to which KTEC is a party in which one or more of the Board Members have a material financial interest. Notwithstanding this definition, the following transactions are not self-dealing transactions and are subject to the Board's general standard of care:

1. A transaction which is part of a public or charitable program of KTEC, if the transaction a) is approved or authorized by the Board in good faith and without unjustified favoritism and b) results in a benefit to one or more Board Members or their families because they are in a class of persons intended to be benefited by the program.

IX. OTHER PROVISIONS

A. Fiscal Year. The fiscal year of KTEC begins July 1st each year and ends June 30th of the following year.

B. Execution of Instruments. Except as otherwise provided in these Bylaws, the Board may adopt a resolution authorizing any officer or agent of KTEC to enter into any contract or execute and deliver any instrument in the name or on behalf of KTEC. Such authority may be general or confined to specific instances. Unless so authorized, no Board Member, agent or employee shall have any power to bind KTEC by any contract or engagement, to pledge KTEC credit, or to render it liable monetarily for any purpose or any amount.

C. Check and Notes. Except as otherwise specifically provided by Board resolution, check, drafts promissory notes, order for the payment of money, and other evidence of indebtedness of KTEC may be signed by President of the Board, KTEC principal or Board designee.

D. Conflict of Interest. Any Board Member or key employee having an interest in a contract, other transaction or program presented to or discussed by the Board for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such persons about the contract or transaction which might reasonably be construed to be adverse to KTEC's interest. The body to which such

disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exist or can reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during the discussion or deliberations with respect to, such contract or transaction (other than to present information or to respond to questions prior to the discussion). The minutes of the meeting shall reflect the disclosure made the vote there on and, where applicable, the abstention from voting and participation. The Board may adopt conflict of interest or policies requiring:

1. regular annual statements from Board, key employees to disclose existing and potential conflicts of interest, and
2. corrective and disciplinary action with respect to transgressions of such policies.
3. For the purposes of this section, a person shall be deemed to have an "interest" in a contract or other transaction if he or she is party (or one of the parties) contracting with or dealing with KTEC, or has a significant financial interest in the entity contracting or dealing with KTEC.

E. Interpretation of Charter. Whenever any provision of these Bylaws are in conflict with the provisions of KTEC's charter, the provision of these Bylaws control.

X. AMENDMENT. A majority of the Board may adopt, amend or repeal these Bylaws.

Certification of Board Certification of Board Certification of Board Certification of Board

The undersigned does hereby certify that the undersigned is the KTEC Governance Board, organized and existing under the Laws of Wisconsin, that the foregoing Bylaws of KTEC were duly and regularly adopted as such by the Board which Board Members are the only members of KTEC and that the above and foregoing Bylaws are now in full force and effect.

President Date

Vice - President Date

Board Member Date

Board Member Date

Board Member Date

Board Member Date

Board Member Date

Signature:

Email:

Signature:

Email:

Signature:

Email:

Signature:

Email:

Signature:

Email:

Paul Fegley (Nov 17, 2020 15:03 CST)

Paul Fegley

Steve Davis (Nov 17, 2020 15:16 CST)

Laura Svatek (Nov 17, 2020 16:45 CST)

Laura Svatek

Joseph Bresloff (Nov 18, 2020 11:16 CST)