

CHARTER SCHOOL CONTRACT

BETWEEN

RIPON AREA SCHOOL DISTRICT

and

BARLOW PARK CHARTER SCHOOL

December 16, 2019

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RIPON AREA SCHOOL DISTRICT
AND
BARLOW PARK CHARTER SCHOOL

THIS CONTRACT is made by and between the Ripon Area School District and the governing board of Barlow Park Charter School.

RECITALS

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

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

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

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

WHEREAS, the District is authorized by Wis. Stat. § 118.40(3)(c) to enter into an agreement under Wis. Stat. § 66.0301, to authorize a 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 Barlow Park 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 Barlow Park Charter School located at 100 Ringstad Street, Ripon, Wis..
4. "Charter School Administrator" means the Administrator of Barlow Park 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 Ripon Area School District, as well as any successor to it that may have jurisdiction over or statutory duties with respect to Barlow Park Charter School.
8. “Governance Board” means the Governance Council of Barlow Park Charter School.
9. “Operational Budget” means the report created by the Barlow Park Charter School administrator and Governance Board detailing the funding needs for Barlow Park Charter School including any expected additions to or subtractions from the Barlow Park Charter School fund balance.
10. “Parties” means the Ripon Area School District and Barlow Park Charter School, through their designated representatives.

11. “Superintendent” [*or District Administrator*] means the Superintendent of the Ripon Area School District or any designee of the Superintendent.

12. “Teacher(s)” means an appropriately licensed teacher(s) for Barlow Park Charter School.

ARTICLE TWO: PARTIES, AUTHORITY, AND RESPONSIBILITIES

Section 2.1 On behalf of Barlow Park 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 Barlow Park Charter School established under this Contract.

Section 2.3 The Parties agree that the establishment of Barlow Park 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 District shall comply with all Applicable Law in authorizing Barlow Park Charter School.

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

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

The Barlow Park Charter School Governance Board is the entity seeking to establish Barlow Park Charter School.

Section 3.2 The name of the person who will be in charge of Barlow Park Charter School and the manner in which administrative services will be provided.

a. The Barlow Park Charter School administrator will supervise and coordinate the daily operation of the Charter school with school staff and will work closely with and report to the Governance Board to ensure Barlow Park Charter School meets the educational goals set forth in this Contract.

b. Administrative services will be provided by the District in the same manner as they are provided to other District schools, including but not limited to purchasing, accounts payable, accounting, bookkeeping, risk management auditing, liability insurance, cash management, payroll, benefits administration, labor relations, staffing, enrollment, pupil services, record-keeping, and pupil testing.

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

- a. Barlow Park Charter School represents a unique educational opportunity for students in grades K-2. Barlow Park Charter School's educational and curricular model is based on five primary tenets:
1. **Play-Based Learning.** Play is a powerful force for enhancing children's well-being, development, and success in school and in life. Specifically, classrooms and indoor/outdoor play spaces will be arranged to encourage exploration, learning and inquiry. Teachers will be trained in play-based learning and will work with children to develop positive social and emotional environments within the learning space. The daily schedule will include time for free play and times for teacher-guided play as well as academic/core instruction.
 2. **Competency-based.** Math and reading instruction and grouping of students will not be based on students' birthdates, rather our classrooms will be multi-age and flexible based on screening results and students' demonstrated developmental path in these two content areas. Within our high-quality competency-based education: students will advance based upon demonstrated mastery; assessment will be meaningful and a positive learning experience for students; students will receive timely, differentiated support based upon their individual learning needs; and, learning outcomes will emphasize application and creation of knowledge along with the development of important skills. A competency-based model has been selected as it will allow us to organize our school to provide timely, differentiated, personalized, flexible learning tailored to each student's strengths, needs and interests which will ensure that students are becoming proficient and demonstrate mastery in targeted skills.
 3. **Developmentally-Appropriate Instruction.** Developmentally-appropriate instruction refers to teaching children at their specific developmental stage and enabling them to meet goals that are set for them. BPCS teachers will identify key learning concepts from the Wisconsin State Standards to focus instruction and demonstrate a progression of skill development within this approach. A continuum of skill development that builds in complexity from one level to the next will be established to guide instruction and assessment. This continuum will also provide a tool that can communicate progress to teachers, students, and parents. This also means that the school may use a more flexible approach to instructional minutes based on the student needs.

4. **Reggio Emilia.** The Reggio Emilia philosophy addresses young children’s curiosity and creativity more effectively than in the traditional classroom by focusing on: respect for the child, building relationships, and harnessing the power of the learning environment including nature-based, outdoor spaces. Reggio Emilia was chosen as a guiding tenet for BPCS as its child-centric approach allows for a unique learning journey for each student. The model will allow us to build strong relationships, including those with parents, and enhance social skills.

5. **Vygotskian (Social Development) Theory.** Developing the social and emotional skills of our students will be of primary importance. Vygotskian theory will be incorporated into our school’s model as teachers will focus on creating a learning environment that maximizes students’ opportunities to interact with each other through purposeful play, discussion, collaboration, and feedback.

- 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 Barlow Park Charter School to implement the educational program set forth in this Contract. If the Parties wish to mutually change the educational program of Barlow Park Charter School, such change may be made by amendment as agreed to by the Parties.

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

In order to attain the educational goals listed in Wis. Stat. §118.01,

- a. **Play-Based Learning Instruction and Practice:** Barlow Park Charter School will provide a solid foundation through developmentally appropriate practices to help children become joyful learners. Play is a central component of developmentally appropriate practices for children. Play will be incorporated purposefully throughout the school day. There will be Play Workshop which will allow for a mini-lesson, guided play (when the teacher is supporting the students with social-emotional skills), and free play (when children are allowed to engage in free choice and practice play skills independently.)

- b. Personalize Learning: Learning environments will be tailored to students' competency levels. Students will be with grade-level peers for most instruction throughout the day, but will be grouped by competency level for reading and math instructional time. This structure will allow students to receive a majority of instruction at their developmental level which will provide a solid developmental pathway - building skills upon one another and allowing for faster growth. This will ensure that students are prepared for third grade at the end of their second grade year.
- c. Use developmentally-appropriate instruction based on the needs of BPCS students: Children will be screened and placed based on their strengths and needs. They are encouraged to move at their own pace along a continuum of learning for literacy and math. If they need more time with a skill, they will stay until it has been mastered. Once a skillset is mastered, the children will move on to the next set of skills on the continuum for literacy and math.
- d. Follow district-supported curriculum: The combination of comprehensive board-approved curriculum and the structure of grouping children with similar skills and needs allows teachers to increase their effectiveness as they establish a solid foundation of learning.
- e. Barlow Park Charter School will allow flexibility for staff to teach at any of the K-2 levels as long as the majority of students in their groupings for math and literacy instruction are within the grade levels specified on their teaching license.
- f. Barlow Park Charter School places an emphasis on teaching the whole child: social-emotional skills are an important part of the curriculum. Children will have multiple opportunities to practice these skills throughout their day. The Charter School's waivers include flexibility in terms of recess minutes to allow for necessary opportunities through play workshop.

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

- a. The Charter School shall administer such standardized tests as may be required under Wis. Stat. §118.30(1m), 118.016, 121.02(1)(r), 20 U.S.C. §1177 et. seq. (also known as the "Every Student Succeeds Act"), and any other Applicable Laws to pupils enrolled in Barlow Park Charter School and shall cause the testing data for Barlow Park Charter School to be transmitted to the District in such form as the District shall customarily transmit such data.

- b. In addition to the foregoing, Barlow Park Charter School shall adhere to the same accountability measures and administer the same district-wide assessments.
- c. The charter will use baseline assessments in literacy and math upon which pupil growth will be measured. These assessments include a phonological screener for reading. Analysis of student scores will help teachers determine proficiency levels in literacy and math to be used in competency-based instruction placement according to the competency continuums the staff has developed.
- d. Students who complete the competency levels for a typical grade band will advance to receive instruction that would typically be at the next grade band regardless of the student's age and abilities in other competency areas.
- e. Teachers will use leveled reading and math assessments to determine competency levels at regular intervals throughout the year. This may lead to changes in group arrangements as some students advance faster than others.
- e. Students who complete second grade competencies for reading and math will advance on the continuum to receive appropriate and proven instruction.

Section 3.6 The governance structure of Barlow Park 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 consisting of not less than 5 and no more than 9 members with terms lasting three years, with a two-term limit. The founding Board may remain for up to four years with staggered end dates to provide continuity with the Board and allow for proper training. 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, parents or guardians of students, and community members. No members of Barlow Park Charter School Governance Board may be employees or officers of the District.
- b. The Governance Board will meet on a regularly scheduled basis with a minimum of ten 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.

- c. The Governance Board shall assist and provide recommendations for Barlow Park Charter School, its vision, goals, and educational program, including budgets, charter school policies, and the overall operation of Barlow Park Charter School. While the Ripon Area School District Board of Education is our fiscal agent, decision-making authority with regard to financial recommendations will reside with the Governing Board, and will include: budgeting of all funds, including school expenditures and revenues, charter grant funds, fundraising and/or foundation donation amounts; and providing hiring and staffing recommendations to the district.
- 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 incur debt in reasonable anticipation of the receipt of funds;
 - 5. To pledge, assign, or encumber its assets to be used as collateral for loans or extensions of credit;
 - 6. To solicit and accept gifts or grants for school purposes;
 - 7. To acquire real property for its use; and
 - 8. To sue and be sued in its own name.
- e. In exercising the authority under Section 3.6(c) and (d), the Governance Board shall adhere to all Applicable Law.
- f. The Articles of Incorporation and Bylaws for the Governance Board are attached hereto and incorporated herein as Exhibits A and B.
- g. The Charter School will inform all school parents of the School's mission, educational programs and new initiatives and strategic plans.

Section 3.7 Subject to Wis. Stat. § 118.40(7)(a), 118.19(1) and 121.02(1)(a)2, the qualifications that must be met by the individuals to be employed in Barlow Park Charter School.

a. The Charter School shall be an instrumentality of the District and all Administrators, Teachers and staff shall be employees of the District. If the School Board determines that Barlow Park Charter School is an instrumentality of the District in which it is located, the Board shall employ all personnel for Barlow Park Charter School. See Wis. Stat. § 118.40(7)(a).

b. All Administrators, Teachers, and staff at Barlow Park Charter School will be appropriately licensed by the Department pursuant to Wis. Stat. §118.19. Barlow Park Charter School teachers will teach to the appropriate level of their K-2 students regardless of their state-issued license limitations.

c. The number of Administrators, Teachers and other staff assigned to Barlow Park Charter School will be determined by the District.

d. All Administrators, Teachers and other staff will be employees of the District. The District and the Governance Board will collaborate in the hiring process of administrators, teachers, and other staff. The Governance Board will conduct the interview process and recommend candidates for final approval by the District. All employees of Barlow Park Charter School must be approved by the District and the Governance Board.

e. The Barlow Park Charter School administrator will evaluate the performance of administrators, teachers, and other staff as required by District policy. The District Board of Education will have final approval over all renewal and nonrenewal decisions as well as the continued employment of non-contracted staff.

f. The District will provide Charter School employees additional training days for professional development specific to the educational programs of the School.

Section 3.8 The procedures that Barlow Park 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, Barlow Park 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 Barlow Park 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.

Section 3.9 The means by which Barlow Park Charter School will achieve a racial and ethnic balance among its pupils that is reflective of the District's school-age population.

The Charter School is a public school and shall not discriminate in admission or participation in any program or activity on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional, or learning disability. Information on Barlow Park 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,

Barlow Park Charter School will target its marketing efforts to areas that may be underrepresented or at risk in Barlow Park Charter School's pupil population.

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

- a. The Charter School is open to all students in grades K to 2 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. If we do not have enough students who wish to participate in a K-2 charter school, there would be a legacy classroom created for that grade level.
- c. If there are not enough students for an entire legacy classroom, the students would be transported to a nearby school district at the cost of Ripon Area School District.

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

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

Section 3.12 The procedures for disciplining pupils.

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

Section 3.13 The public school alternatives for pupils who reside in the District and do not wish to attend or are not admitted to Barlow Park Charter School.

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

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

Liability coverage is the same as for all other District educational activities, whereby the District insures all ordinary and reasonably foreseeable risks of operations including liability, property, worker's compensation, negligent errors and omissions, and comprehensive coverage.

The Governance Board shall defend, indemnify and hold harmless the Authorizing Entity, its Board of Directors, agents, officers, and employees ("indemnitee") from any and all claims, demands, actions, causes of action, damages and claims of any kind, including but not limited to those for bodily injuries, personal injuries, or damages and reasonable attorney fees, arising out of or in any way related to or associated with this Contract or the operation of Barlow Park Charter School or its programs, that is or may be brought or maintained by any individual or entity against the indemnitee, except those caused solely by the negligence or willful acts of the indemnitee. This indemnification shall not be reduced in any way by the existence or nonexistence, limitation, amount or type of damages, compensation or benefits payable under worker's compensation laws or other insurance provisions. Under no circumstances is the Authorizing Entity's recovery limited due to the fact that the Authorizing Entity is named as an additional insured under any of Barlow Park Charter School's insurance policies.

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

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

ARTICLE FOUR: EXEMPTIONS FROM REQUIREMENTS

Section 4.1 The Charter School will take all allowable exemptions provided by Applicable State Law in order to maximize flexibility in Barlow Park 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, graduation requirements, multi-age classrooms, placement based on competencies, and attendance. Teachers in multi-age classrooms may work with students whose ages are not included in that teacher's licensure; for example, a kindergarten student may be placed with first and/or second grade students for reading and follow the instruction of a teacher who is licensed to teach grades 1-8.

Section 4.2 The Charter School will be exempt from the District policies listed below. *[Set forth the policies that Barlow Park Charter School is asking the District to waive. These are required for schools receiving federal charter school funds.]*

- a. Promotion, Transfer, and Retention [District Policy 5410, ag5410] to allow students to be promoted into the next grade based on successful demonstration of proficiency in the competency-based benchmarks established by the Governance Council for the BPCS curriculum rather than on the passage of time. Prior to the start of each school year, staff will screen learners to place them in a cohort according to their developmental level (rather than chronological age) in the areas of literacy, math, and social emotional skills. Consideration will be given to a learner's ability to interact in different sized groups so that cohorts will be established according to students' ability to handle large group instruction (co-teaching) and smaller group instruction (with one consistent teacher). Students demonstrating proficiency in essential social emotional skills and academics will move to the next cohort level at semester rather than the end of the year. Students will eventually be brought to a similar level to ensure a smooth transition to third grade.
- b. Curriculum Development [District Policy 2210] to allow flexibility for the development of a play-based, competency-based curriculum consisting of benchmarks on which students must demonstrate mastery. Teachers will incorporate play with intentionality in relation to academics while mixing in "breaks" of unstructured play. While learners are engaged in unstructured play, learning facilitators will confer and assess students using SEL competencies and speaking/listening essential skills. Guided outdoor play will take place each day, weather permitting. Learning facilitators will provide tools for self-regulation through regular SMART activities, yoga, and mindfulness. Our presentation of the curriculum will look very different from that of the common school and thus a waiver must be sought.
- c. Student Assessment [District Policy 2623] to allow the Governing Board the ability to choose which student assessments will be given in addition to the district-required assessments. School staff and the Governance Board will identify essential skills, in both academic and social-emotional areas, for mastery and will select and/or develop assessments which accurately reflect the learning targets identified.
- d. Budget Preparation [District Policy 6220] to allow the Governing Council the authority to prepare its own budget based on the allocation provided by the district. The unique equipment, material, environment, and professional development needs of the school necessitate flexibility.
- e. Employment of Professional Staff [District Policy 3120] to allow the Governing Council opportunity to participate in the employment process for professional staff members applying for positions at Barlow Park School.
- f. Teacher Required Contract Days (Board Approved Teacher Contract) to allow the Governing Council the right to schedule before school screenings, parent/teacher conferences, trainings, and non-instructional days with pay.

- g. District Policy 8210 to allow the Governing Council the right to use district scheduled in-services and Wednesday late starts to meet the specific professional development needs of Barlow Park School.
- h. Grading [District Policy ag5421A] to allow teachers to evaluate students based on a continuum of skills in the areas of literacy, math, and social emotional learning.
- i. Admission to Kindergarten [District Policy 5112A] to allow students to begin kindergarten based not upon their chronological age but rather their demonstration of competencies.

ARTICLE FIVE: OTHER TERMS COVENANTS AND CONDITIONS

Section 5.1 Students will be held accountable for their actions and behavior while participating in Barlow Park Charter School's learning activities, including on field trips, 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 Barlow Park Charter School and/or District for maintaining decorum in the classroom and on site in order to provide an appropriate educational and safe environment for all staff and students.

Section 5.2 The Charter School shall be nonsectarian in its programs, admissions policies, employment practices, curricular materials, and operations.

Section 5.3 The Charter School shall not charge tuition.

Section 5.4 Special education and related services.

- a. Special education and related services will be provided by the District pursuant to the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act (Section 504). The District shall serve children with disabilities in Barlow Park Charter School in the same manner as it serves children with disabilities attending other District schools, and shall provide funds under this subchapter to Barlow Park 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. Special education and related services will be provided jointly by the District and Charter School. The District will provide Barlow Park Charter School with funds needed to provide applicable special education and related services. For services provided by Barlow Park Charter School, Barlow

Park Charter School will maintain all records regarding the expenditure of IDEA funds required by law.

- b. The District shall remain the Local Educational Agency for all students who qualify for an individualized educational program under IDEA.
- c. Charter School Administrators, Teachers, and staff shall participate in staff development opportunities provided by the District pertaining to IDEA, Section 504, and the Americans with Disabilities Act.

Section 5.5 The Charter School shall comply with Applicable Law, which may change and include, but is not limited to:

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

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

Section 5.6 In the event Barlow Park 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, Barlow Park Charter School shall first provide notice to the District of its intent to dispose of property. Upon receiving notice, the District shall have the right of first refusal to purchase such property at fair market value. In the event the District does not exercise this right within thirty (30) days after receipt of notice, Barlow Park Charter School may sell or otherwise dispose of such property in accordance

with all Applicable Law. In no event shall Barlow Park Charter School donate property to any organization or governmental body other than the District. In the event Barlow Park Charter School seeks to sell or otherwise dispose of property purchased with monies raised by the Governance Board, Barlow Park Charter School shall not be required to provide notice to the District and may sell or otherwise dispose of such equipment in accordance with all Applicable Law.

Section 5.7 All Charter School employees (including 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 Barlow Park 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 The District agrees to provide an annual allocation per student for students enrolled in Barlow Park Charter School consistent with other elementary schools in the district. For example, in 2019-20, the allocation per pupil was \$148.59. The use of this allocation will be determined by the Principal with the guidance of the Governance Board.

Section 5.9 By June 1, during the term of this Contract, the Barlow Park Charter School administrator and the Governance Board shall develop and submit to the District an Operational Budget for Barlow Park Charter School based upon projected enrollment. Upon District approval, operational funds shall be available to Barlow Park Charter School at the same time and in the same manner they are made available to other schools within the District. In addition, the District shall comply with all federal funding requirements in allocating federal funds to Barlow Park Charter School.

Section 5.10 In the event Barlow Park Charter School incurs additional costs due to increased enrollment or unforeseen operational expenses or capital expenditures after submission of the Operational Budget, Barlow Park Charter School shall provide written notice to the District and submit to the District a revised Operational Budget. Upon receipt, the Parties shall convene a committee made up of the Superintendent, Business Manager, Charter School Administrator, and Governance Board President to review the revised Operational Budget and to negotiate in good faith regarding the request for additional funds. In no event shall the amount of additional funds provided to Barlow Park Charter School affect the following year's allocation of revenue as set forth in section 5.8. Any unused operational funds allocated pursuant to this provision shall be returned to the District at the end of the school year.

Section 5.11 The Charter School shall be eligible to receive remedial services, information technology services, student support services, and testing/assessment services available to other

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

Section 5.12 The Charter School may not prohibit an enrolled student from attending Barlow Park Charter School, or expel or otherwise discipline such student, or withhold or reduce the student's grades, diploma or transcripts because of unpaid fees permissibly charged under this Section.

Section 5.13 The District will provide transportation to Charter School students in accordance with how it provides transportation to all other students in the district.

Section 5.14 Students in Barlow Park Charter School can participate in the District's School Lunch program. Further, Charter School students will be eligible for free and reduced lunch according to the same federal guidelines and in the same manner as all other District students.

Section 5.15 The Charter School shall permit any designee(s) of the Superintendent to visit or inspect Barlow Park Charter School facilities at any time during the term of this Contract, provided that such inspection shall not interfere with the orderly and efficient operation of Barlow Park Charter School.

Section 5.16 Subject to Applicable Law, all Charter School records, including student records, will be maintained and retained in compliance with District policy. The Governance Board shall grant any designee(s) of the Superintendent upon reasonable notice the right to inspect and copy at cost any and all Charter School records and documents including, but not limited to, student records, at any time within normal business hours during the term of this Contract. Such inspection shall not interfere with the orderly and efficient operation of Barlow Park Charter School or otherwise unduly burden the School staff and shall comply with all Applicable Law regarding student records.

Section 5.17 The Charter School shall comply with District procedures for the preparation and submission of grant applications and submit to the District copies of any grant applications made on behalf of Barlow Park Charter School at the time the application is submitted to the funding authority.

Section 5.18 A member of the Governance Board directly involved in the implementation of the terms and conditions of this Contract shall be subject to the conflict of interest/code of ethics provisions in Wis. Stat. §19.41 et. seq. and the conflict of interest policy passed as part of obtaining 501(c)(3) status as a tax exempt organization.

Section 5.19 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 Operation or Management Contracts and other Sub-Contracts

The District reserves the right to review and approve beforehand any Operation or Management Contract for operation or management of Barlow Park Charter School that the Governance Board seeks to enter into with any third party provided, however, that such approval shall not be unreasonably withheld, conditioned, or delayed. An “Operation or Management Contract” is a contract (i) that relates to the creation, implementation, or operation of the academic program, instruction, supervision, administration, or business services at Barlow Park Charter School and (ii) that contemplates an aggregate liability of more than \$10,000 per fiscal year.

- a. The Governance Board shall submit to the District a copy of any proposed Operation or Management Contract and shall not enter into any such contract until the District shall have approved (or be deemed to have approved) the same. The District shall have 30 Days after receiving the proposed Operation or Management Contract or a shorter period as reasonably designated by Barlow Park Charter School (but no less than 10 days), to review the document and to deliver to the Governance Board a written statement approving or rejecting such contract. If the District does not within such 30 Days (or shorter designated time frame) object in writing to the proposed contract, the contract shall be deemed approved. If the District rejects the proposed contract, however, the District shall also within the 30-Day (or shorter period) review period hereunder advise the Governance Board in writing of its specific objections to the proposed contract. The Governance Board may thereafter modify (and remodify) the proposed contract and continue submitting the modified contract for the approval of the District, which approval shall not be unreasonably withheld, conditioned, or delayed.

- b. Every Operation or Management Contract shall: (i) be written and executed by both the Governance Board and the third party; (ii) contain the third party’s covenant to submit to the District any documentation material to the District’s efforts to assist the District in carrying out its oversight responsibilities; and (iii) provide that the third party shall, subject to Applicable Law, grant the District and the Governance Board the right to inspect and copy at cost any and all records and documents directly related to the terms and conditions of this Contract, including pupil records. In addition, every Operation or Management Contract with a third-party provider of educational management services shall specify the nature and methods of compensation for such third-party provider of educational management services, and shall specify the methods and standards the Governance Board shall use to evaluate the performance of the third party.

Section 6.2 Performance Evaluations:

- a. The District shall review the academic and financial performance of Barlow Park Charter School annually. The measures used to evaluate Barlow Park Charter School

shall be consistent with all applicable measures used to evaluate the performance of all District schools. The Barlow Park Charter School administrator and Superintendent will collaborate to develop Barlow Park Charter School reporting procedure and timeline for reporting to the District.

- b. At the end of each school year during the term of this Contract, Barlow Park Charter School shall provide to the District the following:
 - 1. Demographic data of school
 - 2. Results of student growth
 - 3. District-wide assessments
 - 4. Results of Staff and Parent Engagement Surveys

- c. At the end of each school year during the term of this Contract, Barlow Park Charter School shall provide to the District a report stating whether Barlow Park Charter School met the standards set forth in the Department's accountability system. If Barlow Park Charter School did not meet the standards, the report shall include a detailed plan for implementing all corrective requirements necessary for doing so.

ARTICLE SEVEN: NOTICES, REPORTS, AND INSPECTIONS

Section 7.1 Notices.

- a. **Agendas and Meetings.** The Charter School shall provide to the District agendas and advance notice of all meetings of the Governance Board and its committees. Meetings of the Governance Board and its committees shall be governed by Robert's Rules of Order, Newly Revised and shall comply with Wisconsin Open Meetings Law for public entities, Wis. Stat. § 19.81, et seq.

- b. **Governmental Agencies.** The Charter School shall promptly notify the District when Barlow Park 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 Barlow Park 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 Barlow Park Charter School with the terms and conditions of this Contract.

ARTICLE EIGHT: REVOCATION OF CONTRACT BY THE DISTRICT

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

- a. The pupils enrolled in Barlow Park 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;
- b. The School has failed to comply with generally accepted accounting standards of fiscal management with respect to Barlow Park Charter School;
- c. The School employees, or agents provided the District false or intentionally misleading information or documentation in the performance of this Contract;
- d. The Charter School has failed to comply with Applicable Law;
- e. The Charter School has violated Wis. Stat. § 118.40.
- f. The Governance Board violates any of the terms, conditions, promises or representations contained in or incorporated into this Contract; or
- g. The Charter School is financially unsustainable as determined by an audit conducted in compliance with generally accepted accounting standards of fiscal management.

Section 8.2 Procedures for the District's Revocation:

- a. Emergency Termination or Suspension Pending Investigation. When Risk of Student Health or Safety. If the District Board of Education and/or the Superintendent or designee determines that any of the Events of Default set forth in Section 8.1 has occurred and that thereby the health or safety of Barlow Park Charter School's students is immediately put at risk, the District shall provide Barlow Park 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 Barlow Park 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 Barlow Park Charter School written notice of the investigation, shall commence such investigation immediately, shall permit Barlow Park 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 Barlow Park 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 Barlow Park 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 Barlow Park 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 Barlow Park Charter School written notice of the investigation, shall commence such investigation immediately, shall permit Barlow Park 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 Barlow Park 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 Barlow Park 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 Barlow Park 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 Barlow Park Charter School, the Governance Board shall designate an independent trustee who will be responsible for satisfying all outstanding financial liabilities of Barlow Park 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 Barlow Park Charter School drops below 40.
- c. The District defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.
- d. The District has violated Wis. Stat. § 118.40 or other Applicable Law.

Section 9.2 Procedures for Governance Board Termination of Contract:

- a. If the Governance Board determines that any of the Events of Default set forth in Section 9.1 has occurred, the Governance Board shall notify the District Board of Education and/or Superintendent or designee of the pertinent Event(s) of Default. The notice shall be in writing and shall set forth in sufficient detail the grounds for termination.
- b. Discretionary Termination.
 1. Upon receipt of notice of the Events of Default, the District Board of Education and/or Superintendent or designee may conduct a preliminary review of the alleged basis for termination to ensure that such bases are bona fide and to determine whether the Events of Default may be cured. Such review shall be completed promptly. Within thirty (30) days after the District Board of Education or Superintendent receives the Governance Board's notice, the District Board of Education or Superintendent shall deliver to the Governance Board a notice either approving the Governance Board's requested termination or denying the same on the grounds that the asserted bases for termination are not in fact bona fide or on the grounds that the District intends to cure the Events of Default.
 2. If a notice approving or denying the requested termination is not delivered to the Governance Board in writing within thirty (30) days after the District Board of Education or Superintendent receives the notice, the Governance Board's notice shall be deemed an approved basis for termination.
 3. If the District gives notice of its intent to cure the Events of Default, the Governance Board shall advise the District in writing of the pertinent occurrence and shall specify a reasonable period of time (though in no instance less than 30 days) within which the District shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Governance Board.
 4. If the District does not so cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Governance Board, the Governance Board may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.
 5. If the Governance Board terminates this Contract, termination shall become effective at the end of the current academic semester.
- 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 Barlow Park Charter School by making

available to the District all books and records that have been reviewed in preparing Barlow Park 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 Barlow Park Charter School, the Governance Board shall designate an independent trustee who will be responsible for satisfying all outstanding financial liabilities of Barlow Park 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 ***This provision must be included in the contract.*** Term of Contract. The term of this contract will be five (5) years. The term of this Contract shall commence on December 16, 2019 and continue until June 30, 2024. The Contract may be renewed for additional terms as agreed to by the Parties. The decision to renew will be driven by Barlow Park Charter School's 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:

Ripon Area School District - Board of Education President Gary Rodman
1120 Metomen Street, Ripon, WI 54971

Ripon Area School District - Superintendent Dr. Mary K. Whitrock

1120 Metomen Street, Ripon, WI 54971

Barlow Park Charter School - Governance Board Chair Pamela Mumm
628 Sunrise Drive, Ripon, WI 54971

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

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

FOR THE GOVERNANCE COUNCIL:	FOR THE DISTRICT BOARD OF EDUCATION:
_____ Name	_____ Name
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date
_____ Name	_____ Name
_____ Signature	_____ Signature
_____ Title	_____ Title
_____	_____

Date	Date
	Name
	Signature
	Title
	Date

EXHIBIT A

<https://www.harborcompliance.com/information/nonprofit-articles-of-incorporation>

By-laws of Barlow Park Charter School

Article I: Charter School Description

Section 1: Name

Barlow Park Charter School

Section 2: Location

100 Ringstad Drive, Ripon, WI 54971

Section 3: Mission

Barlow Park Charter School's responsive environment will encourage all learners to reach their fullest personal potential and become well-balanced, compassionate, curious citizens.

Section 4: Statute & Code

Barlow Park Charter School is established under Wisconsin Statute 118.40.

Section 5: Non-discriminatory policy

The Ripon Area School District and Barlow Park Charter School's do not discriminate on the basis of sex, race, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability or handicap

Article II: Membership

Section 1: Membership

Members of the school community shall be as follows: students; all members of Barlow Park Charter School's Council; all parents/guardians of students in Barlow Park Charter School; current staff; appointed business/community members; any other persons appointed as the Council deems appropriate.

Article III: Barlow Park Charter School Governance Council

Section 1: Powers and Duties

The Barlow Park Charter School Governance Council shall have authority for independent oversight of the charter school, its vision, goals, and educational program, including budgets, personnel, curriculum, charter school policies, and the overall operation of the charter school. The Barlow Park Charter School Governance Council shall have all powers and authority, as designated in the Charter and noted in the Contract. Barlow Park Charter School Governance

Council may, by general resolution, delegate to committees such powers as it may see fit for specified periods of time.

Section 2: Number

Barlow Park Charter School Governance Council shall be comprised of 5-9 members. At least 1-2 teachers & the principal will be in attendance at all meetings but are not voting members of the Governance Council.

Section 3:Term

Barlow Park Charter School Governance Council members shall serve three-year terms. In order to maintain council continuity, the founding Barlow Park Charter School Governance Council members will be staggered equally between initial three year and four year terms.

Section 5: Election.

Persons interested in being on the Council shall submit a Notice of Interest. This Notice of Interest can be found in the Barlow Park Charter School office or on the Ripon Area School District website. Council member incumbents who are seeking another term are exempt from voting on the Council election. The Council is not bound to select a member from the candidates. Newly elected Council members shall assume office at the first Barlow Park Charter School Governance Council meeting following their election unless their election is necessary to bring membership up to at least 5, in which case new members would assume the office immediately after the vote.

Elections will take place at the annual meeting. New members may be elected prior to the annual meeting if membership is below 5.

Section 6: Resignation.

A member may resign by submitting his or her resignation in writing to the Chair of the Board for Barlow Park Charter School Governance Council. Such resignation shall take effect at the time specified therein. The Governance Council would prefer to receive the notice of resignation at least 30 days prior to the next meeting so as to allow ample time to fill the vacancy. The acceptance of such resignation shall not be necessary to make it effective.

Section 7: Recall & Removal.

- A. Any single Barlow Park Charter School Governance Council members may be recalled. A petition signed by Barlow Park Charter School Governance Council members, Barlow staff, and/or parents or guardians of students enrolled at Barlow Park Charter School must be presented to Barlow Park Charter School Governance Council during a special meeting called for such purpose. The petition must contain signatures totaling at least fifty-one percent (51%) of the number of enrolled students as of the date of the petition.

One parent/guardian per family household may sign the petition for each of their enrolled children. The Barlow Park Charter School Governance Council, upon receiving the petition, shall verify its authenticity and schedule a special Barlow Park Charter School Governance Council hearing, during which the recalled member may be removed as decided by two-thirds (2/3) vote of the Barlow Park Charter School Governance Council, at which the member targeted by recall will be allowed non-voting participatory rights.

- B. A member may be removed for cause at a meeting of members by an affirmative vote of two-thirds of the remaining Council members. Members being considered for removal shall receive at least two weeks' notice of such proposed action and shall have the opportunity to address the Council regarding such action prior to any vote on such removal. Cause could be for ethical reasons or failing to adhere to the list of responsibilities and commitments expected from Council members. A member may be removed for unprofessional or disrespectful conduct during Council meetings or official school functions, or while dealing with staff, parents, or community members.

Section 8: Vacancies.

A vacancy on the Barlow Park Charter School Governance Council may be temporarily filled by a majority vote of the quorum to elect a person(s) to fill the vacancy(ies) until the next annual meeting of Barlow Park Charter School Governance Council, at which time Council members so elected must be re-elected as specified in the bylaws or step down from the Council as soon as his or her qualified successor is duly elected. Interested candidates shall submit a letter or notice of interest to the Barlow Park Charter School Council or Barlow Park Charter School Council itself may nominate them. Letters and/or notice of interest must be submitted no later than one week prior to the next regularly scheduled Barlow Park Charter School Governance Council meeting at which the candidates will be reviewed and voted on.

Section 9: Compensation & Conflict of Interests.

- A. Council members receive no payment for their services. With Council approval, members may be reimbursed for out-of-pocket expenses incurred on approved Council business. Members must present receipts for all such expenses, which shall be for the member only, and shall be itemized and documented. Such expenses must be approved by a motion of the Council at the meeting immediately following the expenditure(s). Each year, at the annual meeting, the Barlow Park Charter School Governance Council shall set a schedule of usual and customary charges for meals, lodging, and mileage expended on Council business. Reimbursements shall not exceed these limitations.
- B. Council members shall not be a party to any transaction to sell materials or services, or to

work under contract to the charter school. A person shall be deemed to have a “conflict of interest” in a contract or other transaction if she/he has, directly or indirectly, a significant financial or personal interest in a contract or transaction with Barlow Park Charter School. Any contract or transaction entered into in violation of the Wisconsin Statute or failure to make the disclosure required by this law shall be cause for removal or termination. Any Barlow Park Charter School Council member, officer, employee, or committee member having an interest in a contract or other transaction shall present such interest to the Barlow Park Charter School Council, or a committee thereof for authorization, approval or ratification and shall make a prompt, full and frank disclosure of his/her interest to the Barlow Park Charter School Council, or committee prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction, which might reasonably be construed to be adverse to Barlow Park Charter School. Such transactions presented to a Barlow Park Charter School Council committee will not be acted upon without Council approval.

Article IV: Barlow Park Charter School Governance Council Officers

Section 1: Titles.

The Officers of the Barlow Park Charter School Governance Council are Chair of the Board, Vice Chair of the Board, Treasurer, and Secretary. The Barlow Park Charter School Governance Council may create such other officer positions as deemed necessary. Each officer position shall have its duties and responsibilities specified and included in these Bylaws. No Officer may hold more than one position at the same time.

Section 2: Election

The Officers shall be elected from among the Barlow Park Charter School Governance Council members at each annual meeting of the Barlow Park Charter School Governance Council by a simple majority of votes cast by all eligible voters, and shall serve for one year and until their successors are elected.

Section 3: Terms.

Barlow Park Charter School Governance Council members elected to the office positions renewable for 3 consecutive years with the approval of a majority vote of the Barlow Park Charter School Governance Board. Barlow Park Charter School Governance Council members elected to the office positions of Chair of the Board and Vice Chair of the Board are eligible to serve single, non-consecutive one year terms in their current elected positions.

Section 4: Duties.

Officers shall have the duties and responsibilities belonging to their office, including those that follow:

- A. The Chair of the Board shall be responsible, along with his/her fellow Barlow Park Charter School Governance Council Members, for the oversight of its business and affairs. He/she shall preside at all meetings of the Barlow Park Charter School Council and setting the agenda for each meeting of the Barlow Park Charter School Governance Council. The President shall have full and equal vote as accorded to all Barlow Park Charter School Governance Council members. The Chair of the Board may delegate, as needed, to any other officer any or all of the duties of the office of President, and shall have such other powers and duties as may be prescribed by the Barlow Park Charter School Governance Council or by these Bylaws.
- B. The Vice Chair of the Board shall have such duties and responsibilities as may be delegated to him/her by the Chair of the Board . The Vice Chair of the Board shall have full and equal vote as accorded to all Barlow Park Charter School Governance Council members. In the absence of the Chair of the Board, the Vice Chair of the Board shall perform all the duties of the Chair of the Board and, when so acting, shall have all the responsibilities of and be subject to all the restrictions as fall upon the Chair of the Board, including presiding at meetings of the Barlow Park Charter School Governance Council. He/she shall have such other powers and duties as may be prescribed by the Barlow Park Charter School Governance Council or by these Bylaws. The Vice Chair of the Board position is a Chair of the Board-elect position. The person elected to the Vice Chair of the Board position will serve as Chair of the Board of the Council the following year.
- C. The Secretary shall cause notices of all meetings to be served to all members of the Barlow Park Charter School Governance Council and shall keep the minutes of all meetings of the Council, including the time and place, the names of those present, the actions taken, and the votes on such actions. The Secretary shall have full and equal vote as accorded to all Barlow Park Charter School Governance Council members. He/she shall have such other powers and duties as may be prescribed by the Barlow Park Charter School Governance Council or by these Bylaws.
- D. The Treasurer shall be responsible for the finances of the group. This person maintains the budget as well as working with the Chair of the Board and Vice Chair of the Board to work out the annual budget. The Treasurer shall have full and equal vote as accorded to all Barlow Park Charter School Governance Council members. He/she shall have such powers and duties as may be prescribed by the Barlow Park Charter School Governance Council or by these Bylaws.

Section 5: Removal.

Any officer may be removed from the Barlow Park Charter School Governance Council with due cause. Removal procedures shall follow those stated in these Bylaws.

Article V: Meetings

Section 1: Annual Meeting.

An annual meeting of the Barlow Park Charter School Governance Council for the election of Officers and such other business as may come before the meeting shall be held the first Monday in June of each year. Business to be seen to at the Annual Meeting includes, but is not limited to:

- Election of Officers
- Approve a tentative budget for the upcoming fiscal year
- An annual and financial report
- Annual review by Barlow Park Charter School staff, reporting on the prior year

Section 2: Regular Meetings.

In addition to the Annual Meeting, Regular meetings of the Barlow Park Charter School Governance Council shall be held once a month for at least ten months per year, except in the month of the Annual Meeting, and at such other times as the Council may, from time to time, determine.

Section 3: Special Meetings

Special meetings may be called by the Barlow Park Charter School Governance Council Chair of the Board, Principal of Barlow Park Charter School, or by majority vote of Barlow Park Charter School Governance Council members. Notice of any special meeting shall be posted at least twenty-four (24) hours prior. A copy of said notice shall be served upon each member of the Council by personal delivery to the member or his/her residence, by first-class mail, or by electronic mail at least twenty-four (24) hours prior to the meeting.

Section 4: Open Meeting policy.

Meetings shall be open to the public. Notice of meetings shall be provided to all Barlow Park Charter School Governance Council members and be posted at least twenty-four (24) hours prior to the meeting.

Section 5: Closed Session

The Barlow Park Charter School Governance Council may convene in closed session provided notice of the closed session is included on the agenda, including the reason for closed session. Closed session meetings will be in effect through a motion made and carried by a majority vote during an open meeting, and announcement of a closed session shall be noted in the minutes. No business may be addressed in closed session except for the business necessitating the closed session and no vote will be taken on any matter during closed session. A meeting may return to open session if notice has been given on the agenda. A closed session may be called for any of the following reasons:

- A. Deliberating any judicial action

- B. Considering dismissal, demotion, licensing, or discipline of personnel
- C. Considering employment or performance evaluation of personnel
- D. Considering probation or extended supervision during investigation
- E. Considering purchase, investment, competitive bids, or other business practices
- F. Considering financial, medical, social or personal histories, or disciplinary data of specific persons
- G. Conferring with legal counsel

Section 6: Quorum.

A majority of the full number of Council members shall constitute a quorum of the Barlow Park Charter School Governance Council for the transaction of business. When a quorum is present, a majority vote of the members present may take any action on behalf of the Council, except to the extent that a larger number is required by law, the Charter, or by these bylaws. A member shall be considered present if that member has given a written general proxy statement to another Barlow Park Charter School Governance Council member who is present. The proxy statement shall be filed with the Secretary. Every act of a majority of the members present at a meeting duly held at which a quorum is present shall be regarded as the act of the Barlow Park Charter School Governance Council.

Section 7: Attendance.

Attendance at regular meetings of the Barlow Park Charter School Governance Council is expected. If a member must miss a regular meeting or leave a meeting early due to extenuating circumstances, the member must notify the Barlow Park Charter School Governance Council Chair of the Board in advance, if possible. Unexcused absences at two (2) or more regular meetings in a row may result in removal from the Council.

Section 8: Surrogate Council Members

Council members who must miss a meeting may nominate a surrogate member to take their place at that meeting so long as the nomination is made at least three days before the meeting and is approved by a majority of the Barlow Park Charter School Governance Council. The Barlow Park Charter School Governance Council may maintain a list of pre-approved surrogates for this purpose.

Article VI: Committees

Section 1: Establishment

The Barlow Park Charter School Governance Council may appoint such standing committees and/or ad hoc committees as deemed necessary for the effective governing of the school.

Section 2: Standing Committees as Needed

Each standing committee shall have a charge specific to its permitted activities. The function of

any committee so established shall be fact-finding, deliberative, and advisory to the Barlow Park Charter School Governance Council. Committees shall not have authority to take legislative or administrative actions, nor to adopt policies for the school. Each committee shall be overseen by at least one Barlow Park Charter School Governance Council member in an equal voting participatory role, and comprised of no fewer than three (3) additional community members, parents, or teachers of the Barlow Park Charter School community. Standing committees may include:

A. Planning & Policy Committee

- Works with Council to define school's mission and direction
- Develops specific program goals and objectives
- Develops and adopts written policies

B. Community Relations Committee

- Promotes the charter school to parents and the general public, including serving as an emissary of the charter school to the broader community through direct involvement and public relations programs, including personal contact, descriptive program literature, and work with the media
- Promotes and markets the school to recruit students

C. Sustainability & Resource Development Committee

- Assists in fund-development efforts
- Develops grants and other fund-raising applications, plans fund-raising events, and enters into business ventures to support the mission.

D. Academic Excellence Committee

- The Academic Excellence Committee is commissioned by and responsible to the Barlow Park Charter School Governance Council to assume the primary responsibility for working with the Barlow Park Charter School principal to define academic excellence, ensure that all Barlow Park Charter School Governance Council members know the charter promises that were made to the community and the authorizer and to devise clear and consistent measures to monitor these goals.

Section 3: Ad Hoc Committees as Needed

Each *ad hoc* committee shall have a charge specific to its permitted activities. That charge shall include the date on which the committee is to present its final report to the Barlow Park Charter School Governance Council after which it will be summarily dissolved. Members of *ad hoc* committees shall be drawn from those parents and staff of the school community who indicate interest in serving on the *ad hoc* committee and from such others as may be deemed appropriate by the Barlow Park Charter School Governance Council. *Ad hoc* committees shall abide by the composition of standing committees to include at least one Barlow Park Charter School Governance Council member as an equal participant.

Article VII: Fiscal Year and Funds

Section 1: Fiscal Year

The fiscal year of Barlow Park Charter School shall be July 1 – June 30.

Section 2: Property Funds & Assets

- A. All operation funds shall be used for the support of Barlow Park Charter School, as defined by the Barlow Park Charter School Governance Council.
- B. Money received by donations for specific purposes shall be expended only for the purposes specified by the donor, and shall meet the goals and objectives of Barlow Park Charter School, as defined by the Barlow Park Charter School Governance Council.

Article VIII: Dissolution

Section 1: Revocation of Charter

If, at any time and for any reason, the charter is revoked, all assets of the charter school, after satisfaction of all outstanding claims by creditors, will be distributed to the Ripon Area School District.

Section 2: Voluntary Dissolution.

Should Barlow Park Charter School choose to dissolve for reasons other than the revocation of its charter or financial insolvency, all assets of the charter school, after satisfaction of all outstanding claims by creditors and governmental grantors will be distributed to the Ripon Area School District.

Article IX: Amendments to the Bylaws

Section 1: Amendments. The Barlow Park Charter School Governance Council shall have the power to make, amend, or repeal the bylaws of Barlow Park Charter School, either in whole or in part. The bylaws may be amended at any regular or special meeting of the Barlow Park Charter School Governance Council called for that purpose. Written notice of the proposed amendment, including time and location of the special meeting must be given to all Barlow Park Charter School Governance Council Members not less than five (5) days prior to the meeting at which such change(s) shall be voted upon. Any change shall require the approval by a two-thirds (2/3rds) vote of the full membership of the Council.