

CHARTER SCHOOL CONTRACT

ESTABLISHING

Northern Lakes Regional Academy (NLRA)

BY

Rice Lake Area School District (RLASD)  
Board of Education  
Rice Lake, Wisconsin

AND

Northern Lakes Regional Academy

March 30<sup>th</sup>, 2017

CHARTER SCHOOL CONTRACT BETWEEN

THE BOARD OF EDUCATION OF THE  
RICE LAKE AREA SCHOOL DISTRICT

AND

NORTHERN LAKES REGIONAL ACADEMY

**Charter School Contract**

This Charter School Contract (this “**Contract**”), dated as of the 30<sup>th</sup> day of March, 2017 (the “**Effective Date**”), is made by and between the **Board of Education, Rice Lake Area School District**, a common school district under the laws of the State of Wisconsin (the “**District**”), and **Northern Lakes Regional Academy Governance Council**, (the “**Council**”) to create an instrumentality charter school under the laws of the state of Wisconsin (the “**Charter School**” or “**NLRA**”). The District and the Charter School may, for purposes of this Contract, individually be known as a “**Party**,” and may collectively be known as the “**Parties**.”

**WITNESS:**

WHEREAS, the District, acting by and through its duly elected Board of Education (the “School Board”), is authorized under Wis. Stat. § 118.40 (2m) “on its own initiative [to] contract with a person to operate a school as a charter school”; and

WHEREAS, on March 30<sup>th</sup>, 2017, the School Board approved a Resolution authorizing the District to enter into a contract with the Charter School for the establishment and operation of the Northern Lakes Regional Academy, an instrumentality charter school; and

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

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

**Under the authority of s. 118.40, *Wisconsin Statutes*, the Rice Lake Area School District, with the approval of the Board of Education, hereby grants to Northern Lakes Regional Academy Governance Council a charter to operate Northern Lakes Regional Academy under the terms and conditions of this Contract.**

**General Information**

With regard to the requirements for Charter Schools set forth in s. 118.40(1m)(b)1.to 15., *Wisconsin Statutes*, Charter School Operator hereby agrees to operate the Charter School in substantial compliance with all of the following specifications:

- The name of the person who is seeking to establish the charter school.

The Northern Lakes Regional Academy Governance Council, on behalf of the Board of Education of the Rice Lake Area School District, (RLASD) seeks to establish the Northern Lakes Regional Academy (NLRA) within the Rice Lake School District.

- The name of the person who will be in charge of the charter school and the manner in which administrative services will be provided. The RLASD Board will provide administrative support services to NLRA in a manner and proportion similar to such administrative services that are provided to other RLASD schools. Daily management of NLRA will be the responsibility of the NLRA staff working in a collaborative team with an administrative leader. This NLRA collaborative leadership function will be maintained as a professional learning community and will be led by at least one lead teacher recommended by the NLRA Governance Council in collaboration with the District. The administrative services to be provided by the RLASD Board include, but are not necessarily limited to the following: accounting and business operations; providing instructional materials; providing other administrative and student services in a manner and proportion that the District provides to support other RLASD schools.
- Instrumentality: NLRA will be an instrumentality of the RLASD.

### **Charter School Program Description**

#### **Mission Statement**

- Northern Lakes Regional Academy’s mission is to inspire and empower students to utilize science, tinkering, engineering, aesthetic design principles, and math (STEAM) creating innovative means for self-expression while contributing to the community.

#### **Vision Statement**

- Northern Lakes Regional Academy students will have access to tools and skill development facilitating their ability to create. NLRA graduates will be problem solvers, innovators, creators, and place-based collaborators. Our facility is a community Makerspace open to the extended region as a center for innovation, collaboration, and creative design.

### **NORTHERN LAKES REGIONAL ACADEMY**

**The Curriculum.** The following are the nine design elements that form the Northern Lakes Regional Academy STEAM focused and Project-Based learning model:

- **STEAM** (Science, Technology, Engineering, Aesthetic Design, and Mathematics) centered, with an emphasis on the iterative prototyping of ideas, designs, products, and problem solutions.
- **Project and Problem-Based** focused assessment strategies.
- **Integrated curriculum** where Academic Standards and learning targets are woven into the range of diverse learning experiences that can be both teacher planned and student generated.
- Specified time and resources for **collaborative teacher planning**; a significant commitment to team teaching.
- **Flexible scheduling** to implement a wide range of learning infrastructure
- **Interdisciplinary learning** designs of seminars, workshops, foundational projects, traditional courses, and experiential learning events that are responsive

and responsible to the student learning needs and the community opportunities.

- **Intergrade** student-teacher teams where each teacher coaches and mentors a multi-age group of students over high school years in the following areas: small group dynamics, project management, problem-solving, and communication skills development.
- **Place-based learning** where area Business, Industry, Health Care and Recreation Partners serve as places to learn from, contribute to, and grow.
- Development of a **collaborative** small school culture with both students and staff respectful and responsive to the voices and choices inherent in a generative, **interdisciplinary learning collaborative**.

Northern Lakes Regional Academy emphasizes integration of all content areas with a heavy emphasis on the public demonstration and sharing of work. The school encourages students to focus on depth of content by asking them to create a public demonstration, performance, or application of their work, often in front of an audience beyond the school community. Students are given the opportunity to use their unique and distinctive interest or ability to enhance the quality of their presentation. Student work will be expected to address, in a rigorous manner, along with academic standards the following seven core values in various degrees during all learning experiences at NLRA.

### **Commitment**

- Students will be able to take the necessary steps to fully realize individual, group, and community project goals. Examples of this include staying on task, managing time to meet deadlines, being actively involved in learning, and demonstrating abilities to overcome difficulties/challenges. An experience exercising this value will demonstrate a willingness to learn from mistakes, working independently to meet deadlines, and following through with initial proposals and ideas.

### **Citizenship**

- Students will be able to show respect and provide positive leadership to themselves, for their peers, and within both an extended community and the NLRA learning community. Examples of this include being honest and reasonable with community members, being on time, and being a positive representative of NLRA. An experience exercising this value should show a concern for the well-being of individuals or others in a community.

### **Collaboration**

- Students will be able to work cooperatively with staff, students and community. Examples of this include compromising for the good of a project or experience, displaying a positive attitude, showing respect for others, offering inclusive suggestions to dilemmas, practicing strong listening skills, and peacefully resolving conflicts. An experience exercising this value should show a willingness to work with a group to solve a problem, propose a solution to a driving question, or improve the greater community.

## **Communication**

- Students will be able to be reflective listeners and speakers mindful of audience, respond to and provide both positive and critical feedback, express ideas and understandings of topics in written form, and contribute to community discussions. Examples of this include writing thank you notes, expressing gratitude, and always putting people before technology, and showing willingness to improve writing and speaking skills. An experience exercising this value should demonstrate a respect for and understanding of others' ideas with a willingness to share their own.

## **Creativity**

- Students will be able to demonstrate open-mindedness to problem solving, product creation, and/or resource management. Examples of this include taking risks and pushing individual comfort levels in expressing ideas. An experience exercising this value will demonstrate a willingness to explore an idea in a wide-variety of ways or in a way that is beyond the norm.

## **Critical Thinking**

- Students will be able to analyze information, make connections, explain relationships, and employ cognitive strategies. Examples of this should include both deductive and inductive reasoning strategies. An experience exercising this value will demonstrate a willingness to move from general ideas to specific claims as well as beginning with specific observations to make more general claims.

## **Curiosity**

- Students will be able to demonstrate a curiosity about topics studied, show a willingness to ask thoughtful questions, and take learning risks that stretch themselves out of my comfort zone. Examples of this include proposing learning experiences that show a willingness to explore areas of interest. An experience exercising this value will demonstrate a willingness to tinker with objects, ideas, and beliefs.

## **Methods to Enable Pupils to Attain Educational Goals:**

**Instructional Delivery Framework.** The Charter School's instructional delivery is designed to provide students with the skills and content to perform. This instructional delivery framework includes performance of knowledge using in-depth, topic-driven seminars, traditional course work, and experiences outside of school. Instructional delivery will include the following methods:

### **A. Seminars**

Seminars are courses taught by a team of teacher-coaches offering topic-driven curriculum designed to promote deep understanding and collaboration. Seminars often conclude with a student demonstration, performance, independent or group project, or application reflecting a combination of subjects. Students earn partial credit toward several subjects upon successful completion of the seminar. Students will be scheduled into some mandatory foundational seminars by NLRA staff but will also be allowed choice in elective seminars each year. Elective

seminars will be developed by staff with student voice. Some students will be allowed to design their own seminars and projects to meet learning needs in lieu of pre-determined seminars. All seminars must be approved and mentored by NLRA staff, guest staff, or community members.

### **B. Field Studies**

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

### **C. Capstone Learning Projects**

A capstone experience will be required for seniors at NLRA. The capstone is student directed and will be an integrative experience that will bring together the skills and knowledge that they have acquired. Students will develop a plan and have the choice to decide on a capstone experience that could be one of the following: project based learning, case study analysis, problem-based learning, service learning, internships, simulations, and emersion experiences.

### **D. Courses**

Courses may be offered in traditional seat-based learning settings or through online course offerings monitored by an NLRA staff member or outside coach to allow students to meet learning targets and earn credits that are not covered in other learning formats.

### **E. Traditional Course Delivery**

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

### **F. Workshops**

Teachers will offer short-term workshops that have as an outcome of certain set of skills or training that builds a student's capacity as a learner and project manager. Workshops can take the form of literature circles, technical trainings, and thematic discussions.

### **G. Project-Based Learning Experiences**

NLRA students will learn through the development of whole school, small group, and individual projects coached by both staff, parent, and community mentors.

### **H. Leadership Experiences**

NLRA students will take part in at least one leadership experience either in the school or outside of the facility to demonstrate their ability to contribute to a community.

### **I. Field Experiences**

NLRA students will participate in experiences outside of the school such as field trips, camps, trips, job-shadows, and attendance and participation at community events in order to generate new ideas or experience new concepts firsthand. These experiences will take place both during and outside of the traditional NLRA learning day.

### **Values statements:**

Northern Lakes Regional Academy Faculty **Value** the following:

- Connections among academic disciplines
- Performance-based assessment
- Standards-based grading
- Activating the strengths, interests, goals, and aspirations of each individual in a learning culture of fairness and trust
- Respecting the inherent diversity of people, ideas, and learning styles
- Implementing a critically relevant and culturally responsive curriculum
- Providing equitable and differentiated learning opportunities
- Implementing family and community roles in student success
- Building knowledge, skills and dispositions that prepare students for career and post-secondary learning opportunities
- A commitment to continuous school improvement that embraces life-long learning aptitudes and dispositions for both students and educators
- An understanding that ‘How’ one learns is often as vital as ‘What’ one learns

### **Northern Lakes Regional Academy Education Goals and Objectives**

**Goal 1:** *Students will experience a full and robust STEAM centered curriculum.*

- Students will engage in a variety of learning opportunities throughout their education at NLRA including but not limited to: seminars, workshops; student initiated small and large group projects, foundation courses, internships, capstone learning, and apprenticeships in order to meet graduation requirements, Next Generation Science Standards, and Wisconsin state standards.
- Emphasis will be highly placed on the application of the engineering design cycle and iterative prototyping as students show an understanding of science, social studies, and literacy standards.
- Students will engage in required interdisciplinary seminars that incorporate the use of digital fabrication and design skills in the school’s Fab Lab (fabrication laboratory) so as to utilize these skills in projects and experiences of their own design.

**Goal 2:** *Students will think critically and strategically, solve problems creatively and collaboratively, and develop dispositions, knowledge, practices and skills that promote life-long learning.*

- Projects will involve real-world inquiry, problem-solving, and challenges.
- Projects will engage students in a process of inquiry and research.

**Goal 3:** *Students will exercise voice and choice in their educational planning.*

- Students will develop an individualized education plan with their academic advisor and family to outline goals that work towards graduation expectations.
- Students will create project proposals that allow them to engage with their interests and passions while also exploring new realms of information, knowledge, skills and dispositions.

**Goal 4:** *Students work will cumulate in products that demonstrate student learning and have authentic value to the community.*

- Students will present projects to the community at regular intervals throughout the year.

**Goal 5:** *Project format will allow flexibility for emergent and ongoing learning opportunities.*

- Students, educators, families and community members can propose projects for participants to engage in throughout the school year.
- Projects will range in size from individual to small or large groups.
- Students, educators, families and community members will be able to work and learn in the school building and at other locations in the community.

**Goal 6:** *Students and teachers will develop a deeper commitment towards promoting the cultural and ecological health of their local community through STEAM focused seminars and projects.*

- Learning experiences will be connected to students' life experience.
- Projects will take advantage of students' natural interest in the world.
- Engaging in place-based learning experiences will develop students' "sense of place" and identity as a change agent in their school and community.
- Projects will focus on solving relevant school, local, and world community problems.

**Goal 7:** *The community will view the school as a local resource and will engage with the staff and students on projects that promote the well-being of the community.*

- The local community will have a positive perception of the school.
- The community will be familiar with the school and the STEAM focused projects it engages in.
- Individuals, groups, and organizations will approach the school looking for help on STEAM projects.
- Individuals, groups, and organizations will use the school as an educational resource.
- The community will have some access to the school's Fabrication and Design lab resources to encourage community inquiry into STEAM issues.

**Goal 8:** *Students will benefit from collaboration with community partners and Community partners will benefit from collaboration with Northern Lakes Regional Academy.*

- Students will gain familiarity with a wide variety of community resources.
- Collaboration with community partners providing students with real-world opportunities to practice inquiry, communication, problem solving, flexibility, and presentation of finished work.
- Community partners will benefit from the enthusiasm and resources offered by the NLRA school students and educators.
- Outcomes from collaborations will benefit in tangible and intangible ways: student work, achievement of community goals.
- Both the community and students will benefit from a minimum of 30 required services hours during high school.

**Goal 9:** *Students will become reflective learners with the ability to specify where they have grown personally and academically through their collective body of work.*

- Students will demonstrate the ability to reflect on their growth during student-led conferences held annually in collaboration between a staff member, the student, and a student guardian.
- NLRA seniors will reflect on the entirety of their learning portfolio through a defense of this portfolio to a panel of community members.

The method by which pupil progress in attaining the educational goals under s. 118.01 will be measured.

(a) As required by chapters 118 and 121, *Wisconsin Statutes*, the Charter School shall, on behalf of the District, administer the examinations under ss. 118.30(1m) and 121.02(1)(r) 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) With respect to examinations required under ss. 118.30(1m) and 121.02(1)(r), the Parties hereby agree that, the Governing Council of NLRA may develop or adopt any of its own examination(s) (in addition to the Department's examination(s)) for administration to the District's pupils, and/or the Charter School's students.

(c) Assessment (formative and summative) will include, but not be limited to the following:

- Student performance on the Forward Exam and ACT Aspire exams or their equivalents
- ACT testing data
- Measures of Academic progress or equivalent reported to the state using the alternative accountability goals for English and mathematics each year
- Teacher developed assessments
- Annual review of student Personal Learning Plan
- Parent satisfaction survey
- Progress reports
- Student attendance data
- Student discipline data
- Student led conferences
- Ongoing teacher evaluation of student progress
- Student self-evaluation of progress
- Performance-based assessment through project learning
- Subject area and skill based tests
- Presentation of capstone projects
- Project showcases
- School climate surveys

The NLRA Governance Council, working in collaboration with the RLASD, will develop criteria that students must follow to successfully acquire credits toward graduation. The students will accumulate these credits in a quantity equal to or greater students at other district high schools and are eligible for a diploma and participation in commencement. NLRA students must meet State mandates for graduation.

**Governance/Structure**

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

The Northern Lakes Regional Academy (NLRA) Governance Council and Rice Lake Area School District Board of Education agree to build -- within Rice Lake Area School District -- a vibrant and productive partnership between the NLRA Governance Council, Rice Lake School Board, Rice Lake Administration, students, families and greater Rice Lake Community.

As a charter school contract in accordance with s. 118.40, *Wisconsin Statutes*, and in particular, the provisions specified under sub. (1m)(b) 1. to 15., NLRA Governance Council is the governance entity carrying out the scope and intent of this charter contract. Northern Lakes Regional Academy is an instrumentality of the RLASD Board of Education, as delineated by Wisconsin State Charter School Law.

The NLRA Governance Council will consist of not less than five (5) nor more than eleven (11) members. The Council will include parent(s) or guardian(s) of NLRA students, and community member(s). No more than four of eleven, or three of nine, two of seven, or two of five members of the Governance Council will be educators from Rice Lake School District. Regarding community members, at least 60% of the Governing Council will be community members and/or parents.

The NLRA Governance Council will be directed its own by-laws and act as a non-stock corporation, NLRA Inc., and/or 501c3 entity, which will become an assignee of NLRA's rights and obligations under this contract. NLRA shall at all times during the term remain duly incorporated under Wis. Stat. Ch. 181 as a non-stock corporation. Accordingly, the Charter School shall provide to the District, no later than the first day of school each year, (i) suitable documentary evidence that the Charter School remains a non-stock corporation in good standing under the laws of the state of Wisconsin, together with (ii) a then current copy of the Charter School's bylaws.

An important distinction in the agreed upon 'partnership' between the School Board and the Charter Governance Council is that the School Board operates in a framework of district strategic and policy management, whereas the Governance Council operates in a framework of Northern Lakes Regional Academy performance management. The NLRA Governance Council shall manage the following operational, financial, educational, and collaborative aspects of the Charter School as it works in partnership with the Rice Lake Area School Board and administrative leadership to implement successfully NLRA.

- Budget expenditures of allocated budgets, grant funds, and funds donated specifically to NLRA
- Personnel: hiring, evaluation, and professional development
- Calendar and daily schedule
- Curriculum and instruction
- Policies and procedures specifically unique to the daily operations of the school that are not addressed in existing RLASD policies
- Marketing, registration and enrollment
- Charter School operations and procedures

Specific protocols to the above scope of charter governance will be included in the Council's official bylaws, moreover, the ability to modify and add additional protocols – as issues or needs arise in the implementation of the charter school – will be reserved by both parties.

The NLRA Governance Council will sustain and continually develop NLRA, Inc. to support the mission of NLRA's innovative pedagogy with ongoing and annual accountability to its authorizer the Rice Lake School Board.

#### Parent and Community Involvement

Parent and community involvement is an essential component of NLRA. Many of the foundation courses, seminars, workshops and projects incorporate input and support from parents, grandparents, relatives, friends, and neighbors of the student's family. Moreover, a collaborative curriculum between the NLRA faculty and community partners assures constant rigorous attention

to learning that is both relevant and purposeful. Students show development of learning through presentation. Finally, NLRA exists because of an interdependent collaborative with community partners.

The qualifications that must be met by the individuals to be employed in the school.

The School Board shall employ all personnel for the NLRA, and therefore, the RLASD Board's employment requirements and standards, as well as applicable collective bargaining agreements or employee handbook will apply to such employees.

The NLRA Principal will be an employee of the District and will be responsible for leading an educator collaborative that implements the day-to-day operations of NLRA.

Individuals employed to work at NLRA will, at a minimum, hold such current licenses or permits as are applicable to charter schools and/or as are required by state law or the Wisconsin Department of Public Instruction

All NLRA teachers and principal will hold a valid Wisconsin Department of Public Instruction license. NLRA staff members will remain employees of the RLASD and will retain all rights, privileges, and status as other staff members of the District. The RLASD employee handbook shall pertain to all NLRA teachers and NLRA teachers will be eligible for membership in NUE. When charter school vacancies occur, the NLRA Governing Council will collaborate with the RLASD to fill the vacancy. Staff vacancies will be filled through a RLASD process that includes identifying candidates through a job description aligned with NLRA pedagogy, a NLRA team interview and review of the NLRA Governing Council. Final recommendations will be made to the RLASD Board of Education, which will have the final decision-making authority for all hiring and discharge decisions, notwithstanding any other provision herein.

Recommended interdisciplinary learning collaborative advisory/seminar size is 15-18 students. Staff FTE allotments at NLRA will be determined by the NLRA Governance Council, in consultation with the RLASD administrative team. Due to the extensive training and professional development invested in the NLRA faculty, through the charter start-up funds, to deliver the innovative NLRA pedagogy, new teachers at NLRA shall have equal or greater training in the specified NLRA pedagogy.

The Human Resources Department of the RLASD will verify an applicant's credentials and background prior to their hire. All school staff members will be employees of the RLASD, will follow all employee practices and policies of the District, and will be subject to the District's employee handbook.

Exceptions to any such policies, practices, or agreements must be reached with the District prior to implementation of the change. Staff members are subject to the provision of the appropriate collective bargaining agreement(s). Staff shall be evaluated for job performance as required by the District and the master agreement.

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

NLRA will follow all health and safety guidelines, policies and rules, established, now or in the future, by the RLASD. This will include, but is not limited to, conducting fire drills, severe weather shelter drills, development of a building security plan, immunization requirements, and addressing cleanliness of the site and classrooms. NLRA students will have access to the District's health

services. NLRA will comply with local, state and federal laws, regulations, and codes pertaining to the health and safety of the NLRA pupils.

The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the school district population.

Enrollment in the Charter School is open to all students in the RLASD or those applying under the State of Wisconsin's Open Enrollment Program. It is intended that the racial, gender and ethnic balance at the school reflect the racial and ethnic balance in the District or in the local area. The NLRA Governance Council in Collaboration with the district will set an enrollment cap each year based on the ability of the facility and staff to accommodate the learning needs of NLRA students.

The NLRA Governance Council will collaboratively develop and implement a recruitment plan which will include (1) sending the description to all of the schools in the District; (2) sending the notice to all school PTOs; (3) posting the description on the RLASD Web site, NLRA website; and (4) placing the description of the program in newspapers, radio, community organizations, and places of business that target various groups of students/families. Outreach efforts will be especially targeted toward underserved populations.

The requirements for admission to the school.

1. The Charter School is a school of choice and participation is entirely voluntary. Students will be accepted for admission into NLRA pursuant to the procedures set forth below.
2. The NLRA Governance Council in collaboration with District will establish, annually, an enrollment cap (number of students in the school) enrollment window and final date by which all applications ("applications date") for enrollment in Charter School must be received in the District Enrollment Office.
3. Applications will be available from the Charter School website, office and District office.
4. All interested applicants with a parent/guardian must attend a formal presentation discussing the school's learning model, graduation requirements, and elements of effective NLRA learners' discussion prior to having their applications accepted.
5. All applicants are recommended to attend an NLRA shadow experience.
6. Student applicants with particular learning needs designated by an IEP must be recommended for acceptance collectively by the student's IEP team or by an independent teacher recommendation in order to determine if NLRA is the best option for the learning needs of students to be met within the district.
7. If the number of persons seeking admission exceeds the capacity of the open seats available, then a lottery shall be conducted by the NLRA Council to select the individuals who will be assigned the open seats. A totally random selection will ensure fairness and equal access without regard to ethnicity, national origin, disability, gender, or income level.
  - a. The Council will perform the lottery, and it will be part of the school record.

- b. To be eligible for admission through this lottery-placement process, individuals must have submitted complete and valid enrollment applications by the end of the established registration window.
  - c. Those students not accepted by the lottery, will be placed on a priority waiting list in the order drawn. If or when openings occur, students will then be contacted in the order established by the lottery, or if no lottery is required, in the order applications were received.
5. Exemptions from the lottery shall be granted, in the following order:
    - a. Currently enrolled students of the Charter School
    - b. Siblings of students currently attending Charter School
    - c. Children of Charter School faculty and/or staff
  6. The Charter School will not be required to admit any student who is under a current expulsion order from a school district.
  7. Students cannot be placed at the Charter School by District.
  8. NLRA students must be awarded 51% or more of all academic credit through NLRA each academic year unless in the event that a student has transferred in to NLRA from another school after the start of the school-year. NLRA students dually enrolled at RLHS may not exceed enrollment in more than 3.5 academic credits at RLHS in a given year.
  9. RLHS school students will have the opportunity to earn academic credit through NLRA when approved by the NLRA Governance Council in collaboration with NLRA staff.

### **Criteria**

- The procedures for disciplining pupils: The pupils who are enrolled in NLRA shall be subject to the RLASD Board policies and procedures related to student discipline. Students will be held accountable for their actions and behavior at the NLRA and are expected to comply with the NLRA student code of conduct and applicable policies.
- The public school alternatives for pupils who reside in the school district and do not wish to attend or are not admitted to the charter school. Under s. 118.40(6), *Wisconsin Statutes*, no pupil may be required to attend the Charter School. Students who reside in the District and do not wish to attend the Charter School remain eligible to attend other schools within the District subject to attendance areas defined by the District. Students who do not wish to attend or who are not admitted to NLRA will be entitled to attend the non-charter RLSD high school.
- NLRA does not charge tuition.

### **Financial/Operational Criteria**

NLRA has autonomy in the areas of selection and use of personnel in compliance with the collective bargaining agreement, finance and governance. RLASD supports NLRA by providing building space, equipment, teacher FTE, and travel. NLRA will receive a building supply budget based on a per

pupil allocation similar to other District schools. All other federal funding is allocated on a per pupil basis according to the dictates of the specific grants.

- The manner in which annual audits of the financial and programmatic operations of the school will be performed. The RLASD Board or its designee will conduct an annual financial audit of the financial operations of NLRA. All financial operations of the school must be in accordance with the District's policies, practices, and rules, unless expressly granted a waiver from them by the District. The RLASD Board or its designee will provide an annual audit of the programmatic operation of NLRA as part of the District's programmatic evaluation of all District schools.
- A description of the school facilities and the types and limits of the liability insurance that the school will carry. NLRA will be located within the Red Cedar School at 33 Ann St. in Rice Lake unless another suitable location is provided by the District. The RLSD will provide the same type and limits of liability insurance for NLRA operations as an instrumentality of the school district that it provides for the operations of other RLASD schools and their employees, authorized volunteers, etc.
- Transportation for students who reside within the RLASD District will be provided. Additionally, suitable transportation will be provided between NLRA and Rice Lake High School for students with classes at Rice Lake High School students, or reciprocally for Rice Lake High School students participating in project-based work at NLRA.
- The effect of the charter school on the liability of the school district. NLRA is an instrumentality of RLASD and, as such, is covered under the District's general liability policy. The RLSD Board shall assume the liability of the charter school in the same manner and to the same degree the RLASD Board assumes the liability with regard to its other schools, school programs, school employees, school volunteers, etc. The RLASD is not agreeing by this contract to indemnify or hold harmless NLRA or its Governance Council for their own liability for their own acts or omissions. Similarly, NLRA is not agreeing by this contract to indemnify or hold harmless the RLASD or its Board for the acts or omissions of the School District.
- Amount to be paid to the charter school during each school year of the contract. Not later than April 1 of each year during the term of this Contract, RLASD shall provide NLRA with an operational budget. NLRA shall then submit a plan for the expenditure of said funds showing RLASD its best estimate of its proposed total expenditures and liabilities for administering the Contract during the upcoming period of July 1 to June 30. The operational funds provided by the School District to the NLRA shall be determined by the School Board in accordance with this agreement and District policy. Operational funds shall be available to NLRA at the same time and in the same manner they are made available to other schools within RLASD. RLASD has made an ongoing commitment to continue to fund and support this school. NLRA Governance Council will assume responsibility for approving the NLRA annual operating budget, grant applications, and fundraising activities. NLRA will be allocated funds on a per-pupil basis in the same manner as other RLASD Schools. The Charter School shall be eligible to receive remedial services, IT services, student support services, special education services, and testing/assessment services available to other schools in the District, with the distribution of such resources to be determined in a manner consistent with the distribution of such resources to other schools and/or programs in the District. As an independent entity, NLRA has the discretion to apply for and independently administer grant resources beyond those that involve the RLASD.

- Allocation of Federal Funding: RLASD schools. RLASD will allocate any federal formula funds that the NLRA is eligible for (e.g. Carl Perkins, ESEA, etc.) according to those funding guidelines.
- NLRA is non-sectarian in its practices, programs, admission policies, employment practices and all other operations.
- NLRA will not deny admission or participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, gender identity, sexual orientation or physical, mental, emotional or learning disability. NLRA is a public school committed to serving children with disabilities whether such children are previously or newly identified as children with disabilities. NLRA will follow the RLASD's special education plan and program, including the provision of alternative assessment procedures that follow District, state and federal special education laws and policies. Through its policies and procedures, NLRA will comply with the requirements of the Individuals with Disabilities in Education Act (IDEA), Section 504 of the Rehabilitation Act, and the applicable provisions of Subchapter V of Ch. 115, Wis. Stats., including but not limited to identifying, evaluating, planning programs and services and providing a free and appropriate public education (FAPE) as required by those laws.

Revocation of the Charter during the term of this Contract

Termination. This Contract may be terminated before expiration of its Term only pursuant to the following terms.

By the Parties. This Contract may be terminated by the mutual consent of the Parties set forth in a written instrument signed by both of them.

By the Charter School. This Contract may be terminated by the Charter School if:

- a. The Charter School shall not timely receive budgeted funds from District; or
- b. The NLRA Council determines that the District has violated any term or condition of this Contract and the District has failed to cure such violation(s) within sixty (60) days after written notice of same.

By the District. This Contract may be terminated by the District if:

- a. The Charter School shall become insolvent or be adjudged bankrupt or otherwise materially fails to comply with generally accepted accounting standards of fiscal management;
- b. The Charter School's directors, officers, employees, or agents shall at any time intentionally provide the District with material information that is false, or misleading related to the performance of this Contract;
- c. The District shall determine that Charter School has violated any term or condition of this Contract, and the Charter School shall fail to cure such violation(s) within sixty (60) days after written notice of same; or
- d. The pupils enrolled in the Charter School failed to make sufficient academic progress under WIS. STAT. § 118.01.

### **Identification of Waivers or Exemptions from Statutes, Policies or Contracts**

Charter schools are exempt from certain state requirements (chps. 115-121) regarding public education, unless specifically referred to in state statute. NLRA will take the following state exemptions in order to maximize the flexibility afforded to charter schools by state law.

1. Length of School Day – Statute 120.12(15): Requires school boards to establish rules for scheduling hours in a normal school day. NLRA staff in conjunction with the NLRA Governing Council will establish the school’s daily, weekly, and annual schedule.
2. Number of Clock Hours for Instruction – PI-18.05(1)(b): The number of clock hours of instruction to meet an established credit by the Board of Education may not be applicable to NLRA foundation, seminar, workshop, internship, and project-based learning instructional design. Students may spend several hours one day on a particular subject and fewer hours the next day. Often subjects are integrated and blended depending on design and academic outcomes desired. Students set their own pace for learning. Community involvement is integral and often learning occurs in a non-traditional manner.

### **Collaboration, Coordination and Cooperation**

The RLASD Board and its designees will collaborate with NLRA to assist the Charter School with its planning for the operation of the charter school consistent with the terms of this contract. The RLASD Board or its designees shall appoint a RLASD employee to serve as the primary liaison to NLRA, and NLRA Governance Council President shall act as the primary liaison to the RLASD Board/administration. There will be no administrator fee.

## GOVERNING LAWS

Except as otherwise expressly provided (i) in this Contract or (ii) in specific and expressed provisions of applicable Laws, the provisions of Wis. Stat. Chapter 115-121 shall not apply to the Charter School. Notwithstanding the foregoing, however, the Charter School shall comply with all Laws (and all regulations promulgated under the same) applicable to Wisconsin non-instrumentality virtual charter schools operating under Wis. Stat. § 118.40, specifically including (without limitation) the following:

42 U.S.C. § 2000d et seq., Title VI of the Civil Rights Act of 1964 (prohibiting discrimination on the basis of race, national origin, and color);

20 U.S.C. § 1681 et seq., Title IX of the Education Amendments of 1972 (prohibiting discrimination on the basis of sex);

42 U.S.C. § 6101 et seq., The Age Discrimination Act of 1975 (prohibiting discrimination on the basis of age);

29 U.S.C. § 794 et seq., Sec. 504 of the Rehabilitation Act of 1973 (prohibiting discrimination on the basis of handicap) and 42 U.S.C. § 12101, et seq. the Americans with Disabilities Act;

20 U.S.C. § 1232g, Family Education Rights and Privacy Act (FERPA), (regarding protection of pupil records), and Wis. Stat. § 118.125;

20 U.S.C. § 3171 et seq., The Drug-Free School and Communities Act of 1986;

20 U.S.C. § 1400 et seq., Individuals With Disabilities Education Act (IDEA);

29 U.S.C. § 626 et seq., Age Discrimination in Employment Act, Older Worker Benefits Protection Act of 1990;

29 U.S.C. § 201 et seq., Fair Labor Standards Act;

29 U.S.C. § 2601 et seq., Family and Medical Leave Act;

15 U.S.C. § 2641 et seq., Asbestos Hazard Emergency Response Act (AHERA);

20 U.S.C. § 6301 et seq., No Child Left Behind Act (NCLB);

42 U.S.C. § 11431 et seq., McKinney-Vento Homeless Assistance Improvements Act of 2001;

Subchapter V of Wis. Stat. Chapter 115; and

All federal and state constitutional guarantees protecting the rights and liberties of individuals, including freedom of religion, expression, association, against unreasonable search and seizure, equal protection, and due process.

All Rice Lake Area School District policies, procedure, and rules related to all Safety, Health, Discipline, Special Ed, Human Resource, and Fiscal Policies shall apply to Northern Lakes Regional Academy.

Except as otherwise explicitly provided in this contract above or in the future as otherwise agreed in writing by the parties, the policies, procedures and rules of the District shall not apply to the Charter School.

#### Term

The term of this Agreement shall be for a five-year period commencing July 1<sup>st</sup>, 2017 and terminating June 30<sup>th</sup>, 2022.

#### Annual Accountability Plan

No later than October 1<sup>st</sup> of each school year, NLRA shall submit to RLASD an accountability plan that sets forth, in measurable terms, goals for NLRA in the following school year.

#### Annual Accountability Progress Report

No later than August 15<sup>th</sup> of each school year, NLRA shall submit a school performance report to RLASD, which states how the school has made progress on the goals identified in the accountability plan established the prior year.

#### Renewal Contract Review

During the fourth full academic year of this Contract, RLASD shall conduct a review of the NLRA performance to date. RLASD shall specify in writing for NLRA the subjects of the review at least three months prior to the beginning of the fourth full school year of the operation of the Charter School. The measures for evaluation shall be derived from the following sources:

- a) NLRA Charter School Contract
- b) NLRA School Goals
- c) NLRA Annual School Improvement Plan
- d) NLRA Governance Council meeting minutes
- e) NLRA Curricula Review
- f) NLRA Community Partner Evaluations

RLASD shall complete the review and shall issue a written report March of the fourth full school year of the Contract. NLRA shall have the opportunity to rectify any negative findings. When issued a corrective review from RLASD, NLRA will have an opportunity to address and change that corrective review.

The final results of the review, the Charter School's action plan, and subsequent results shall serve as the basis for the District to determine whether it will issue another renewal of the NLRA Contract during the fifth year, for a five-year contract taking the school into year six through ten. This decision will be made by March of the fifth year of the contract.

#### Contract Renewal

Pursuant to Sec. 118.40, Wis. Statutes, the NLRA Charter School Contract may be renewed for any term not exceeding five (5) school years. The RLSD Board shall make a final decision whether to renew this contract with NLRA no later than five (5) months prior to the expiration date of this Contract.

Ownership of Property

Upon termination of this agreement, or any successor agreement, for any reason, the ownership of all property of NLRA shall revert to RLASD unless it is property specifically owned or acquired by NLRA, Inc. In such cases, the property will be dissolved according to the bylaws of the Governance Council.

**Signature Page**

**Under the authority of s. 118.40, *Wisconsin Statutes*, the Rice Lake School District, with the approval of the Board of Education, hereby grants to the Northern Lakes Regional Academy Governance Council a charter to operate Northern Lakes Regional Academy under the terms and conditions of this Contract. The undersigned have read, understand, and agree to comply with and be bound by the terms and conditions as set forth in this Contract.**

NORTHERN LAKES REGIONAL ACADEMY Inc.

RICE LAKE AREA SCHOOL DISTRICT

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date