CHARTER SCHOOL CONTRACT

Parkview Academy of Virtual Education (PAVE)

THIS AGREEMENT is made December 19, 2022; by and between the Board of Education of the Parkview School District of Orfordville, Wisconsin, and the Parkview Academy of Virtual Education (PAVE) Governance Board.

RECITALS

WHEREAS, the State of Wisconsin allows for the establishment of Charter Schools pursuant to the provisions of Wis. Stat.; §118.40 (3)

WHEREAS, the District is authorized by Wis. Stat. §118.40(8) for Virtual Charter Schools to contract on its own initiative, with an individual or group to operate a school as a Parkview Academy of Virtual Education (PAVE) 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;

1) The Parkview Academy of Virtual Education (PAVE) is a Charter School in the Parkview School District which opened in September 2022.

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: Definitions

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. "Applicable Law" means all federal, state, and local laws now or in the future applicable to Wisconsin Charter Schools, including virtual Charter Schools.

2. "Charter School" and "School" mean a school to be known as Parkview Academy of Virtual Education (PAVE).

3. "Day" shall mean a 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.

4. "Department" means the Department of Public Instruction of the State of Wisconsin.

5. "District" means the Parkview School District and any successor to it that may have jurisdiction over or statutory duties with respect to the PAVE Charter School.

6. "Governance Board" means the Board of Directors of the PAVE Charter School.

7. "Superintendent" means the Superintendent of the Parkview School District or any designee of the Superintendent.

8. "PAVE Charter School Administrator" means the Administrator of the PAVE Charter School.

9. "Teacher(s)" means an appropriately licensed teacher(s) for the PAVE Charter School.

10. "Administrators" means the administrative team of the PAVE Charter School.

11. "Parties" means the Parkview School District and PAVE through their designated representatives.

12. "Operational Budget" means the report created by PAVE Charter School Administrator and Governance Board detailing the funding needs for the PAVE Charter School, including any expected additions to or subtractions from the PAVE Charter School fund balance.

ARTICLE TWO: PARTIES, AUTHORITY, AND RESPONSIBILITIES

Section 2.1: School Leader Responsibilities

On behalf of the PAVE Charter School, the Principal or his/her designee shall exercise all oversight responsibilities as set forth in this Contract.

Section 2.2: Governance Board Responsibilities

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

Section 2.3:Parties

The Parties agree that the establishment of the PAVE 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.: Authority

The Governance Board shall have the authority to establish additional PAVE Charter Schools upon written approval of the District and pursuant to all Applicable Laws.

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

Section 3.1: Name of Person/Organization Establishing Charter School

The name of the entity seeking to establish the PAVE Charter School.

The Parkview Academy of Virtual Education (PAVE) is the entity seeking to establish the PAVE Charter School.

Section 3.2: Administration Leadership

The name of the person who will be in charge of the PAVE Charter School and the manner in which administrative services will be provided.

a. The PAVE Charter School Principal will supervise and coordinate the daily operation of the PAVE Charter School with school staff and will work closely with and report to the Governance Board to ensure the PAVE 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: Educational Program

A description of the educational program of the PAVE Charter School.

a. PAVE's mission is to provide a virtual educational experience that prepares students for college and/or career through an individualized pathway that includes a high school diploma. This may include a technical college certificate, diploma, credits, or successfully supervised work-study or youth apprenticeship experience. PAVE serves students in grades 6-12.

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.

Section 3.4 Performance Measures

The methods the PAVE 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, the PAVE Charter School instructional model allows students flexibility in how and when they complete their academic courses through a virtual platform and participate in the college and career opportunities. Staff will work with students to create a schedule that is conducive to the academic and career plan (ACP) of each individual while ensuring that students meet the State of Wisconsin graduation requirements. PAVE will work with students to earn certificates, credentials, post-secondary credits, and/or on-the-job experience in order to provide a pathway to success after completing high school. Partnerships with our work-study and youth apprenticeship programs, local technical colleges, and community businesses will provide students, especially those who have struggled with the opportunity for work experience while actively participating in their academics and making progress on their post-secondary goals.

Section 3.5: District and State Assessments

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

a. The PAVE Charter School shall administer such standardized tests as may be required under Wis. Stat. §118.30(1m), 118.016, 121.02(1)(r), 20 U.S.C. §1177 et. seq. (also known as the "Every Student Succeeds Act"), and any other Applicable Laws to pupils enrolled in the PAVE Charter School and shall cause the testing data for the PAVE 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, PAVE Charter School shall adhere to the same accountability measures, administer the same district-wide assessments and follow the same proficiency measures as all other District schools. Any request for authorization to deviate from the District accountability plan shall be submitted by the PAVE Charter School to the District by September 15th of the school year in which the use of an alternative accountability plan is contemplated.

c. Student achievement measures align with the measures set forth by the State of Wisconsin. WDPI report cards will utilize the ACT to determine a measure of academic success for PAVE, just as it does for the other public school entities in the state. PAVE will use the Fastbridge assessment in the fall and winter to document the growth of all students in grades 6-8. These students will also take the statewide Forward exam for a summative evaluation in the spring for these grades. Students in grades 9-11 will use the Pre-ACT assessment to document their growth in the fall and winter. These students will also take the statewide pre-ACT exam in the spring in grades 9 & 10. All students will take the ACT exam in grade 11. Students in grade 10 will also be given the Forward exam in the area of Social Studies in the spring. All students will be measured in the areas of math and reading and compared to national norms. These assessments will be used by PAVE staff to assess student learning and their individual intervention needs.

Standardized and interim assessments will be utilized in collaboration with continued academic and vocational measures (credits toward high school graduation, technical college credits, job shadowing, and on-the-job work experiences). Included will be an emphasis on the 4Cs of communication, collaboration, creativity, and critical thinking in order to prepare all students for the 21st Century environment. These skills will be measured by criterion-referenced measures. Data will be tracked over time to maintain a process of continuous improvement.

Section 3.6: Governance Board

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

a. The PAVE Charter School will be directed by an independent Governance Board that has been organized as a Wisconsin nonstock corporation and will consist of three to seven (3 to 7) Directors, each serving a two (2) - year term. Directors can serve more than one term. The Board may include, but is not limited to, parent(s) or guardian(s) of students and community member(s). No members of the Governance Board may be employees or officers of the District.

b. The Governance Board will meet regularly with a minimum of four (4) meetings per school year. The Governance Board will also make reports to the District Board of Education as may reasonably be requested.

c. The Governance Board shall have autonomy and decision-making authority over:

1. Budget expenditures, grant funds, and funds donated specifically to the PAVE Charter School or generated through sales of PAVE Charter School equipment;
2. Calendar and daily schedule;
3. Curriculum and instruction;
4. Recruiting, interviewing, and hiring of staff;
5. Policies and procedures specifically unique to the daily operations of the PAVE Charter School that are not addressed in existing District policies;
6. Facilities utilized by the PAVE Charter School;
7. Marketing, registration, and enrollment processing;
8. PAVE Charter School operations and procedures; and
9. Determining graduation requirements and issuing diplomas to students.

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 Sections 3.5 and 3.6, the Governance Board shall adhere to all Applicable Laws.

f. The Articles of Incorporation and Bylaws for the Governance Board are attached hereto and incorporated herein as Exhibits _A_ and _B__.

g. The PAVE Charter School will hold parent meetings annually to inform all school parents of the School's mission, educational program, and new initiatives and strategic plans.

Section 3.7: Staffing and Hiring

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

a. The PAVE Charter School shall be an instrumentality of the District, and all Administrators, Teachers, and staff shall be employees of the District or employed through the curriculum platform.

b. All Administrators, Teachers, and staff at the PAVE Charter School will be appropriately licensed by the Department pursuant to Wis. Stat. §118.19. The Parkview District Administrator will confirm an applicant is appropriately licensed before a position is offered.

c. The number of Administrators, Teachers, and other staff assigned to the PAVE Charter School will be determined by the Governance Board and approved by the District. Recommendations for renewal of administrative and teaching contracts/letters of assignments will follow the required statutory timeline.

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.

e. The PAVE Charter School Governance Board will evaluate the PAVE Charter School Administrator. The PAVE Charter School Administrator will evaluate the performance of Teachers and other staff as required by District policy, and will report the evaluations to the Governance Board. The Governance Board will make recommendations regarding the renewal and nonrenewal of Administrator and Teacher contracts to the District Board of Education in accordance with applicable statutory timelines. In addition, the Governance Board will make recommendations regarding the employment of all other non-contracted staff. The District Board of Education will have final approval over all renewal and nonrenewal decisions and the continued employment of non-contracted staff.

Section 3.8: Health and Safety Procedures

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

The PAVE Charter School shall comply with all Applicable Laws concerning health and safety. In addition, the PAVE shall at all times establish and maintain policies and processes for ensuring the physical, social, and emotional health of the pupils enrolled in programs operated by the PAVE Charter School. PAVE is a Virtual Charter School, so students will not physically attend school, and as such, no school security is necessary. PAVE will contract with the District for part-time social worker and guidance counselor services.

Section 3.9: Non-Discrimination

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

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

Section 3.10: Admissions and Lottery Procedures

The requirements for admission to the PAVE Charter School and admissions lottery.

a. The PAVE Charter School is open to all students in grades 6 to 12 who (i) reside in the District or (ii) are eligible for enrollment in the District's programs pursuant to Wis. Stat. §§ 118.51, 118.52, or 118.53.
b. The Governance Board will set the enrollment limits by January 31 of the calendar year for the following school year. If the number of enrollment applications exceeds the enrollment limit, the school will select students on a random lottery basis. The PAVE Charter School will give preference to pupils and siblings of pupils who are already attending the PAVE Charter School. In addition, PAVE will give preference to children of the PAVE founders, governing board members, and full-time employees, but the total number of such children given preference will constitute no more than 10 percent of PAVE's total enrollment. A waiting list will be maintained for students who are not selected in the random lottery. The waiting list will be utilized until September 1st of the upcoming school year to fill open seats.

Section 3.11: Audits

The manner, in which annual audits of the financial and programmatic operations of the PAVE Charter School will be performed.

PAVE 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 the PAVE Charter School at any time and may request reasonable reports from the school with due notice. All financial operations of the PAVE 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: Discipline Procedure

The procedures for disciplining pupils.

Discipline will be handled by the PAVE Principal. The PAVE student handbook has been created and the discipline rubric is a part of this handbook. All discipline will be aligned to the standards of conduct determined by the PAVE governing board. PAVE will use the Parkview Student Handbook as the outline for the handbook that will be created for PAVE.

Section 3.13: School Alternatives

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

Attendance in the PAVE Charter School is voluntary and any pupil who is a resident of the District and does not choose to enroll in and attend the PAVE Charter School may attend another school operated by the District.

Section 3.14: School Facilities

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

PAVE is a virtual Charter School, so the need for physical space will be limited. The PAVE staff will operate out of a classroom at Parkview Jr./Sr. High School and will have access to all building resources (i.e., internet, copy machines, telephones, etc.) These resources also include library media resources and counseling and special education services needed to meet the learning needs of PAVE students. In addition to these supports, the Parkview School District will provide business office support (payroll, etc.) and instructional technology support. The facilities and equipment are owned and insured by the Parkview School District and the Parkview School District liability insurance will cover any claims.

Section 3.15: Effect of Establishment

The effect of the establishment of the PAVE Charter School on the liability of the District.

Nothing contained in this Contract shall make, or be deemed to make, the District and the PAVE 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 the PAVE 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: State and District Policy Exemptions/Revisions

The PAVE Charter School will take all allowable exemptions provided by Applicable State Law in order to maximize flexibility in the PAVE Charter School Program. This includes, but is not limited to, the length of the school day, number of days and hours, library and media services, number of clock hours for instruction, graduation requirements, and attendance. ESSA §4303(f)(3)(B)

The PAVE Charter School will be exempt from the District policies listed below. ESSA §4303(f)(2)(A)

a. 321 School Calendar

b. 322 School Day Hours

c. 345.1 Grading Systems

d. 345.32 High School Grade Level Advancement Policy

e. 345.42 Student Acceleration

f. 345.42-Rule Guidelines for Students and Subject Acceleration

g. 361.1 Selection and Approval of Instructional Materials

h. 361.1-Rule Procedures for Selection and Approval of Instructional Materials

i. 374 Student Fundraising Activities

j. 374-Rule Fundraising Guidelines

The PAVE Charter School has revised the District policies listed below.

a. 345.6 Graduation Requirements: See Exhibit C

ARTICLE FIVE: OTHER TERMS COVENANTS AND CONDITIONS

Section 5.1 Students will be held accountable for their actions and behavior while participating in the PAVE Charter School's learning activities, on field trips, and when visiting the school buildings and neutral sites, and are expected to comply with the District's student code of conduct and applicable PAVE Charter School policies. Teachers, other staff, and students will be subject to policies established by the District and the PAVE Charter School for maintaining decorum in the classroom and on-site in order to provide an appropriate educational and safe environment for all staff and students.

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

Section 5.3 The PAVE Charter School shall not charge tuition.

Section 5.3.1 Pursuant to Virtual Charter School requirements under §118.40(8), the PAVE Charter School shall:

a. Make Instructional Staff responsible for all of the following for each pupil the Instructional Staff teaches:

- Improving learning by planned instruction.
- Diagnosing learning needs.
- Prescribing content delivery through class activities.
- Assessing learning.
- Reporting outcomes to administrators and parents and guardians.
- Evaluating the effects of instruction.

b. Provide educational services to its pupils for at least 150 days each school year.

c. Ensure that its Teachers are able to provide direct pupil instruction for at least the applicable number of hours specified in Wis. Stat. §121.02(1)(f) each school year.

d. Ensure that its Teachers respond to inquiries from pupils and parents or guardians by the end of the first school day following the day on which the inquiry was received.

e. Ensure that a parent advisory council is established.

f. Inform the parents or guardians of each pupil attending the PAVE Charter School, in writing, how to contact the members of the District Board of Education, the

Superintendent, the members of the Governance Board, the members of the Parent Advisory Council and the staff of PAVE.

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).

b. The District shall remain the Local Educational Agency for all students who qualify for an individualized educational program under IDEA.

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

a. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d 2000d 7;

b. Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq.;

c. Age Discrimination Act of 1985, 42 U.S.C. §6101 et seq.;

d. Sec. 504 of the Rehabilitation Act of 1974, 29 U.S.C. §794 and the Americans with Disabilities Act, 42 U.S.C. ss. 12101 12213.

e. Individuals with Disabilities Education Act, 20 U.S.C. §1400 1485 et seq.

f. 20 U.S.C. s. 1232(g) of the General Education Provisions Act, 20 U.S.C. §1221 1234i;

g. Drug-Free Workplace Act, 41 U.S.C. 701 et seq.;

h. Asbestos Hazard Emergency Response Act, 15 U.S.C. §2641 2655; and

i. Every Student Succeeds Act of 2015, and its implementing regulations, 20 U.S.C. §1177 et. seq.

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

Section 5.6 In the event the PAVE Charter School seeks to sell or otherwise dispose of property purchased with monies from the District's annual per-student allocation as set forth in Section 5.8, the PAVE 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, the PAVE Charter School may sell or otherwise dispose of such property in accordance with all Applicable Laws. In the event the PAVE Charter School seeks to sell or otherwise dispose of property purchased with monies raised by the Governance Board, the PAVE 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 Laws. In no event shall the PAVE Charter School donate property to any organization or governmental body other than the District.

Section 5.7 All PAVE Charter School employees (including Teachers and other staff) and volunteers shall be subject to a background screening as deemed appropriate by the District consistent with Applicable Law. The PAVE Charter School shall not assign any employee or volunteer, to teach or otherwise have access to students until the District or its designee investigates and determines there is nothing in the disclosed background of the employee or volunteer that would render the employee or volunteer unfit to teach or otherwise have access to pupils of the PAVE 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 In return for state aid generated by the PAVE Charter School, the District agrees to provide an annual allocation per student for students enrolled in the PAVE Charter School as of the Third Friday of September equal to a minimum of 80% of the revenue received per student for the 2023-2024 school year. The Parties will review and renegotiate the allocation per student on an annual basis, with the minimum amount being determined prior to the start of the school year. If the Parties cannot agree on the allocation per student, the allocation shall be no less than the previous year's revenue share. The PAVE Charter School will also receive all eligible federal funding. For example, Parkview School District will transfer to PAVE the Federal funding for PAVE students involved in IDEA, Carl Perkins, Youth Apprenticeship, ELL, etc., and funds associated with future federal relief programs such as the American Rescue Plan Elementary and Secondary School Emergency Relief. ESSA §4303(f)(1)(A)(iii)

For students who attend Parkview High School that wish to take an online course(s) for advancement or credit recovery, the student may take up to four credits per school year. If more is needed, an exception can be approved by the PAVE administrator. Parkview School District will provide an allocation equivalent to the cost of the course and the teacher's salary. The Parties will review and renegotiate the allocation per course on an annual basis, with the minimum amount being determined prior to the start of the school year. If the Parties cannot agree on the allocation per course, the allocation shall be no less than the previous year's revenue share.

Section 5.9 Not less than 45 days after the close of the open-enrollment period for the upcoming year of each year during the term of this Contract, the PAVE Charter School Principal and the Governance Board shall develop and submit to the District an Operational Budget for the PAVE Charter School based upon projected enrollment. Upon District approval, operational funds shall be available to the PAVE Charter School at the same time and in the same manner, they are made available to other schools within the District.

Section 5.10 In the event the PAVE Charter School incurs additional costs due to increased enrollment or unforeseen operational expenses or capital expenditures after submission of the Operational Budget, the PAVE 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 composed of the superintendent, district business manager, PAVE Charter School principal, 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 the PAVE 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 PAVE 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 PAVE Charter School may assess student fees in accordance with Applicable Law and District policies for activities such as field trips and extracurricular activities according to policies developed by the Governance Board. The PAVE Charter School may not prohibit an enrolled student from attending the PAVE 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 approved transportation to PAVE Charter School students.

Section 5.14 PAVE is a virtual school, but those in district students that choose may participate in the District's school lunch program. Students will be responsible for picking up their own breakfast/lunch. Further, PAVE 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 PAVE Charter School shall permit any designee(s) of the Superintendent to visit or inspect the PAVE Charter School facilities for quality control purposes at any time during the term of this Contract, provided that such inspection shall not interfere with the orderly and efficient operation of the PAVE Charter School.

Section 5.16 Subject to Applicable Law, all PAVE 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 PAVE 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 the PAVE Charter School or otherwise unduly burden the School staff and shall comply with all Applicable Laws regarding student records.

Section 5.17 The PAVE 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 the PAVE Charter School at the time the application is submitted to the funding authority.

Section 5.18 The PAVE Charter School will be located in the Parkview School District boundaries.

ARTICLE SIX: JOINT RESPONSIBILITIES OF THE PARTIES

Section 6.1 Performance Evaluations:

Quality Controls ESSA§4303(f)(1)(C)

a. The District shall review the academic and financial performance of the PAVE Charter School annually. The measures used to evaluate the PAVE Charter School shall be consistent with all applicable measures used to evaluate the performance of all District schools. The PAVE Charter School Principal and Superintendent will collaborate to develop the PAVE 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, the PAVE Charter School shall provide to the District the following:

    1. Demographic data of school
    2. Results of State Testing
    3. Results of Annual School Report Card
    4. Results of student growth (school-chosen adaptive test)
    5. School Scorecard
    6. Results of Staff and Parent Engagement Surveys

c. At the end of each school year during the term of this Contract, the PAVE Charter School shall provide to the District a report stating whether the PAVE Charter School met the standards set forth in the Department's accountability system. If the PAVE 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 Notices.

Section 7.1 Notices

a. Agendas and Meetings. The PAVE 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 PAVE Charter School shall promptly notify the District when the PAVE 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 PAVE Charter School shall promptly report to the District any material litigation, threatened or filed, or formal court proceedings alleging violation of any Applicable Law with respect to the PAVE Charter School, its employees, or its students.

Section 7.2. Certain Reports.

The Governance Board shall provide such information and non-periodic reports as the District shall reasonably deem necessary to confirm compliance by the PAVE 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 PAVE 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, ESSA§4303(f)(1)(C):

a. The pupils enrolled in the PAVE 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 6.1[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 the PAVE Charter School;

c. The School employees or agents provided the District with false or intentionally misleading information or documentation in the performance of this Contract;

d. The PAVE Charter School has failed to comply with Applicable Law; The PAVE Charter School has violated Wis. Stat. § 118.40.

e. The Governance Board violates any of the terms, conditions, promises, or representations contained in or incorporated into this Contract; or

f. The PAVE 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 the PAVE Charter School's students is immediately put at risk, the District shall provide the PAVE Charter School written notice of such Event(s) of Default and, upon delivering such notice, may either terminate this Contract immediately or may exercise superintending control of the PAVE Charter School pending investigation of the pertinent charge.

    1. If the District elects to exercise superintending control pending investigation of the pertinent charge, the District shall give the PAVE Charter School written notice of the investigation, shall commence such investigation immediately, shall permit the PAVE Charter School to address the pertinent charge, and shall thereafter complete its investigation as quickly and as reasonably practicable.

    2. Upon completing its investigation, the District shall promptly deliver to the School in writing either a notice of immediate termination on the basis set forth in Section 8.2(a) or a notice of an Event of Default and an opportunity to cure pursuant to Section 8.2(c), or a notice rejecting the pertinent charge and reinstating control of the PAVE Charter School to the Governance Board.

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

1. If the District elects to exercise superintending control pending investigation of the pertinent charge, the District shall give the PAVE Charter School written notice of the investigation, shall commence such investigation immediately, shall permit the PAVE Charter School to address the pertinent charge, and shall thereafter complete its investigation as quickly and as reasonably practicable.

2. Upon completing its investigation, the District shall promptly deliver to the School in writing either a notice of immediate termination on the basis set forth in Section 8.2(a) or a notice of an Event of Default and an opportunity to cure pursuant to Section 8.2(c), or a notice rejecting the pertinent charge and reinstating control of the PAVE Charter School to the Governance Board.

c. Non-Emergency Revocation and Opportunity to Cure. If the District Board of Education and/or Superintendent or designee determines that any of the Events of Default has occurred but that such occurrence does not thereby immediately put at risk the health or safety of the PAVE Charter School's students, the District shall advise the School in writing of the pertinent occurrence and shall specify a reasonable period of time (though in no instance less than 30 days) within which the School shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Superintendent.

    1. If the PAVE Charter School does not 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. All PAVE Charter School monies and property, including equipment, shall be returned to the District upon termination.

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 the authority granted under this Contract and/or under Wisconsin law.

b. If the number of students in the PAVE Charter School drops below a student number, that prevents the school from covering the cost of operation.

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 Laws.

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 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. All PAVE Charter School monies and property, including equipment, shall be returned to the District upon termination.

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

ARTICLE TEN: TECHNICAL PROVISIONS

Section 10.1 Term of Contract. The term of this contract will be one (1) year. The term of this Contract shall commence on July 1, 2023, and continue until June 30, 2024.

Section 10.2 Applications of Statutes. If, after the effective date of this Contract, there is a change in Applicable Law that alters or amends the responsibilities or obligations of any of the Parties with respect to this Contract, this Contract shall be altered or amended to conform to the change in existing law as of the effective date of such change.

Section 10.3 Amendments. This Contract may be amended only upon the written agreement of the Parties.

Section 10.4 Severability. If any provision of this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of 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 among 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:

District Board of Education, Parkview
Board President
P.O. Box 250 Orfordville, WI 53576

Superintendent of Parkview School District
P.O. Box 250 Orfordville, WI 53576

PAVE Charter School Governance Board PAVE

Board President
P.O. Box 250 Orfordville, WI 53576

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 BOARD:

Name

President
Title

1-9-23
Date

Name

Vice-President
Title

1/9/2023
Date

Name

Secretary
Title

1/13/2023
Date

FOR THE DISTRICT BOARD OF EDUCATION:

Name

President
Title

12-19-2022
Date

Name

Vice-President
Title

12-19-2022
Date

Name

Clerk
Title

12-19-2022
Date

Exhibit A: Articles of Incorporation

Articles of Incorporation.pdf

ARTICLES OF INCORPORATION
of
PARKVIEW ACADEMY OF VIRTUAL EDUCATION GOVERNANCE COUNCIL, INC.

For the purpose of forming a corporation under the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, the undersigned executes the following Articles of Incorporation.

ARTICLE 1
NAME

The name of the Corporation is Parkview Academy of Virtual Education Governance Council, Inc., hereinafter referred to as the "Corporation."

ARTICLE 2
EXISTENCE

The Corporation is created as a nonprofit, nonstock Wisconsin corporation under Chapter 181 of the Wisconsin Statutes. The period of the Corporation's existence is perpetual.

ARTICLE 3
PURPOSES

3.1 The Corporation is organized and operated exclusively for charitable and educational purposes under 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. The specific purposes shall include holding the charter for Parkview Academy of Virtual Education, an instrumentality of the Parkview School District in Orfordville, Wisconsin, and to provide financial support to the public charter school. Parkview Academy of Virtual education's mission is to prepare students for college and/or career through an individualized pathway that includes a dual completion of a high school diploma as well as a technical college certificate, diploma, credits or successful supervised work study or youth apprenticeship experience.

3.2 The Corporation is expressly prohibited from engaging in any activity that would be inconsistent with the status of an educational and charitable organization as defined in Section 501(c)(3) of the Code.

ARTICLE 4
POWERS

The Corporation has all powers now or in the future given by law to nonstock corporations organized under the laws of Wisconsin; provided, however, that such powers may be exercised only to further the purposes stated in Article 3 above, and further provided that:

4.1 No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons, except that the Corporation is authorized and empowered to pay reasonable compensation for services rendered

and to make payments and distributions in furtherance of the purposes set forth in Article 3 above;

4.2 No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation;

4.3 The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office; and,

4.4 Notwithstanding any other provision of this document, the Corporation shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under Section 501(c)(3) of the Code, or corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under Section 170(c)(2) of the Code.

ARTICLE 5
MEMBERSHIP

The Corporation shall not have members.

ARTICLE 6
BOARD OF DIRECTORS

The affairs of the Corporation shall be managed by a board of directors. The method of electing directors of the Corporation shall be stated in the bylaws of the Corporation. The number of directors shall be fixed by the bylaws of the Corporation, but the number of directors shall not be fewer than three.

ARTICLE 7
DISSOLUTION

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner and to such organization or organizations that are organized and operated exclusively for exempt purposes under section 501(c)(3) of the Code, or corresponding provisions of any subsequent federal tax laws, or to a State or a political subdivision of a State as defined in section 170(c)(1) of the Code.

ARTICLE 8
PRINCIPAL OFFICE AND REGISTERED AGENT

8.1 The mailing address of the principal office of the Corporation is:

106 W. Church Street
Orfordville, WI 53576

8.2 The name and address of the registered agent is:

Dr. Steven Lutzke
106 W. Church Street
Orfordville, WI 53576

ARTICLE 9
AMENDMENT

These articles may be amended in the manner authorized by law at the time of the amendment.

ARTICLE 10
INCORPORATOR

The name and address of the incorporator, who is older than eighteen years, is:

Dr. Steven Lutzke
106 W. Church Street
Orfordville, WI 53576

Executed this 15th day of February, 2021.



By:

Dr. Steven Lutzke

Drafted by:
Jessica Y. Harrison
Scholz Nonprofit Law LLC
612 W. Main Street, Suite 301
Madison, WI 53703

For Office

State of Wisconsin

Department of Financial Institutions

Endorsement

ARTICLES OF INCORPORATION - CHAP 181

PARKVIEW ACADEMY OF VIRTUAL EDUCATION GOVERNANCE COUNCIL, INC.

Received Date: 2/15/2021

Filed Date: 2/16/2021

Filing Fee: $35.00

Expedited Fee: $25.00

Total Fee: $60.00

Entity ID#: P080255

OOS# 300808

Exhibit B: By-Laws

BY-LAWS of PAVE

BY-LAWS OF PAVE
Parkview Academy of Virtual Education

ARTICLE I: CHARTER SCHOOL DESCRIPTION

Section 1.01: Name

PAVE: Parkview Academy of Virtual Education

Section 1.02: Location

408 Beloit Street, Orfordville, WI 53576

Section 1.03:Vision

Parkview Academy of Virtual Education ensures an individualized, rigorous, and supportive academic, college and/or career-ready virtual environment that values the success of all students.

Section 1.04: Mission

PAVE's mission is to prepare students for college and/or career through an individualized pathway that includes a dual completion of a high school diploma as well as a technical college certificate, diploma, credits or successful supervised work study or youth apprenticeship experience.

Section 1.05: Statue & Code

PAVE Charter School is established under Wisconsin Statute 118.40.

Section 1.06: Non-discriminatory policy

The Parkview School District is committed to a policy of nondiscrimination in relation to race, religion, sex or sexual orientation, age, national origin, handicap, marital status, arrest, or conviction record, and other human difference. This policy will prevail in all matters concerning staff, students, the public, educational programs and services, and individuals with whom the Board does business.

ARTICLE II: MEMBERSHIP

Section 2.01: Membership

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

ARTICLE III: PAVE CHARTER SCHOOL GOVERNANCE BOARD

Section 3.01: Powers and Duties

The PAVE Charter School Governance Board shall have the 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 PAVE Charter School Governance Board shall have all powers and authority, as designated in the Charter and noted in the contract. PAVE Charter School Governance Board may, by general resolution, delegate to committees such powers as it may see fit for specified periods of time.

Section 3.02: Numbers

PAVE Charter Governance Board shall be comprised of 3-7 members:

- Three to seven community partners/ parent/guardians
- The principal of PAVE Charter School

Each PAVE Governance Board member will have a full and equal vote with the exclusion of the principal.

Section 3.03: Qualifications

A. To qualify as a community partner member of the PAVE Charter School Governance Board must have an interest in the PAVE Charter School.
B. To qualify as a parent member of the PAVE Charter School Governance Board, one must have a student enrolled in the charter school and/or the Parkview School District, and may not work for the Parkview School District.

Section 3.04: Term

PAVE Charter School Governance Board members shall serve two year terms. In order to maintain governance board continuity, the founding PAVE Charter School governance board members will be staggered equally between two to three year terms.

Section 3.05: Election

The names of the initial PAVE Charter School Governance Board members are set forth in the bylaws. All successor members shall be elected by the eligible voters of the school community prior to the annual meeting. Eligible voters shall be the parents or guardians of any children currently attending PAVE, full-time staff of PAVE, and past and present members of the PAVE Charter School Governance Board. Nominations for a PAVE Governance Board member to be placed on the ballot opens on the second Tuesday of February until the deadline of the second Tuesday in April. Nominations should be sent to the PAVE Board Secretary. Elections shall be conducted using secret ballots. Voters shall be required to sign a Roster of Voters confirming their eligibility to vote. Each school family household shall be accorded one vote per available position, regardless of the number of children attending the school. Voting will open on the second Tuesday of May and end on the second Tuesday of June. A group of volunteers, no fewer than three or more than five people, made up of eligible voters, but not those up for election, shall tally the votes. In the event of a tie vote for a position, a second ballot will be cast for that position only, with only the tied candidates participating on the ballot. Should a second tie vote occur, a result shall be obtained by flipping a coin with the person whose name is earliest in the alphabet calling the coin side first. Newly elected governance board members shall assume office at the first PAVE Governance Board meeting following their election.

Section 3.06: Resignation

A member shall resign by submitting his or her resignation in writing to the President of the PAVE Charter School Governance Board. Such resignation shall take effect at the time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

Section 3:07: Recall and Removal

A. Any single PAVE Charter School Governance Board member may be recalled. A petition signed by the PAVE Charter School Governance Board members, PAVE staff, and/or parents or guardians of students enrolled at the PAVE Charter School must be presented to the PAVE Charter School Governance Board 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 PAVE Charter School Governance Board, upon receiving the petition, shall verify its authenticity and schedule a special PAVE Charter School Governance Board meeting, during which the recalled member may be removed as decided by two-thirds (⅔) vote of the PAVE Charter School Governance Board, 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 (⅔) of the remaining governance board 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 governance board regarding such action prior to any vote on such removal. Cause could be for ethical reasons for failing to adhere to the list

of responsibilities and commitments expected from Governance Board members. A member may be removed for unprofessional or disrespectful conduct during Governance Board meetings or official school functions, or while dealing with staff, parents, or community members.

Section 3.08: Vacancies

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

Section 3.09: Compensation and Conflict of Interests

A. Governance Board members receive no payment for their services. With governance board approval, members may be reimbursed for out of pocket expenses incurred on approved Governance Board business. Members must present receipts for all such expenses, which shall be for members only, and shall be itemized and documented. Such expenses must be approved by a motion of the Governance Board at the meeting immediately following the expenditure(s). Once a year, the PAVE Charter School Governance Board shall set a schedule of usual and customary expenses for meals, lodging, and mileage expended on Governance Board business. Reimbursements shall not exceed these limitations.
B. Governance Board members shall not be a party to any transaction to sell materials or services, or to work under contract to the PAVE 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 the PAVE 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 PAVE Charter School Governance Board member, officer, employee, or committee member having an interest in a contract or other transaction shall present such interest to the PAVE Charter School Governance Board, or a committee thereof for authorization, approval, or ratification and shall make a prompt, full and frank disclosure of his/her interest to the PAVE Charter School Governance Board, or committee prior to its acting on such a contract or transaction.Such disclosure shall include all relevant information and material facts known to such person about the contract or transaction, which might reasonably be construed to be adverse to PAVE Charter School. Such transactions presented to a PAVE Charter School Governance Board committee will not be acted upon without Governance Board approval.

ARTICLE IV: PAVE CHARTER SCHOOL GOVERNANCE BOARD OFFICERS

Section 4.01: Titles

The officers of the PAVE Charter School Governance Board are President, Vice-President, Secretary, and Treasurer. The PAVE Charter School Governance Board may create such other officer positions as deemed necessary. Each officer position shall have its duties and responsibilities specified and included in these By-laws. No officer may hold more than one position at the same time.

Section 4.02: Election

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

Section 4.03: Terms

PAVE Charter School Governance Board members may be annually elected to the office positions of President, Vice-President, Secretary, and Treasurer.

Section 4.04: Duties

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

A: Governance Board President Duties

The President of the Governance Board shall:

1. Preside at all meetings of the Board.
    a. Open the meeting.
    b. Announce the order of business.
    c. Decide all questions of order, using Robert's Rules of Order and as determined by state and federal laws, subject to an appeal by a Board member.
    d. See that all minutes of the meetings are recorded, approved, and signed.
    e. Recognize members who wish to speak.
    f. Have the right to offer resolutions, discuss questions, and vote.
    g. Declare the meeting adjourned.
    h. Perform other duties as specified by state statutes and/or requested by the Governance Board.
2. Shall have full and equal vote accorded to all PAVE Charter School Governance Board Members.
3. May delegate, as needed, to any other officer any or all of the duties of the office of the President, and shall have such other powers and duties as may be prescribed by the PAVE Charter School Governance Board or these By-Laws.

B. Governance Board Vice-President Duties

The Vice-President of the Governance Board shall:

1. May have such duties and responsibilities as may be delegated to him/her by the President.
2. Shall have full and equal vote accorded to all PAVE Charter School Governance Board Members.
3. In the absence of the President, the Vice-President shall perform all the duties of the President and, when so acting, shall have all the responsibilities of and be subject to all the restrictions as fall upon the President, including presiding at meetings of the PAVE Charter School Governance Board.
4. Shall have such other powers and duties as may be prescribed by the PAVE Charter School Governance Board or these By-Laws.

C. Governance Board Secretary Duties

The Secretary of the Governance Board Shall:

1. Record the minutes of regular and special meetings of the Board.
2. Administer the oath of office to new Governance Board members.
3. Shall have full and equal vote accorded to all PAVE Charter School Governance Board Members.
4. Shall have such other powers and duties as may be prescribed by the PAVE Charter School Governance Board or these By-Laws.

D. Governance Board Treasurer Duties:

The Treasurer of the Governance Board shall:

1. Shall be responsible for the finances of the Governance Board.
2. Maintains the budget as well as working with the President and Vice-President to work out the annual budget.
3. Shall have full and equal vote accorded to all PAVE Charter School Governance Board Members.
4. Shall have such other powers and duties as may be prescribed by the PAVE Charter School Governance Board or these By-Laws.
5. In the event that the Vice-President's position is not filled, the treasurer shall fulfil the President's duties if the President is absent from a Governance Board meeting.

Section 4.05: Removal

Any officer may be removed from the PAVE Charter School Governance Board with due cause. Removal procedures shall follow those stated in the By-Laws.

Article V: MEETINGS

Section 5.01: Annual Meeting

An annual meeting of the PAVE Charter School Governance Board Members for the election of Officers and such other business as may come before the meeting shall be held the second Monday in July of each year. Business to be seen at the Annual Meeting includes, but not limited to:

- Election of Officers
- Approve tentative budget for the upcoming fiscal year
- An annual and fiscal report
- Annual review by the PAVE Charter School Staff, reporting on the prior year

Section 5.02: Regular Meetings

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

Section 5.03: Special Meetings

Special meetings may be called by the PAVE Charter School Governance Board President, Principal of PAVE Charter School, or by a majority vote of the PAVE Charter School Governance Board members. Notice of any special meeting shall be posted at least twenty-four (24) hours in advance. A copy of said notice shall be served upon each member of the Board by electronic mail at least twenty-four (24) hours prior to the meeting.

Section 5.04: Open Meeting Policy

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

Section 5.05: Closed Session

The PAVE Charter School Governance Board may convene in closed session provided notice of the closed session is included on the agenda, including the reason for the 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 the 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 5.06: Quorum

A majority of the full number of Governance Board members shall constitute a quorum of the PAVE Charter School Governance Board 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 Board, except to the extent that a larger number is required by law, the Charter, or by these By-laws. A member shall be considered present if that member has given a written general proxy statement to another PAVE Charter School Governance Board 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 PAVE Charter School Governance Board.

Section 5.07: Attendance

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

Article VI: COMMITTEES

Section 6.01: Establishment

The PAVE Charter School Governance Board may appoint such standing committees and/or ad hoc committees as deemed necessary for the effective governing of the PAVE Charter School.

Section 6.02: Standing Committees

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 PAVE Charter School Governance Board. Committees shall not have authority to take legis;ative or administrative actions, nor to adopt policies for the PAVE Charter School. Each committee shall be overseen by at least one (1) PAVE Charter School Governance Board member in an equal voting participatory role, and composed of no fewer than three (3) community members, parents, or teachers of the PAVE Charter School community. Standing committees shall be:

A. Planning and Policy Committee

- Works with the Board to define the school's mission and direction
- Develop specific program goals and objectives
- Develop and adopt 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 charter school to recruit students

C. Sustainability and Resource Development Committee

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

D. Academic Excellence Committee

- Commissioned by and responsible to the PAVE Charter School Governance Board to assume the primary responsibility for working with the PAVE Charter School principal to define academic excellence, ensure that all PAVE Charter School Governance Board members know the charter promises that were made to the community and authorizer and to devise clear and consistent measures to monitor these goals.

Section 6.03: *Ad Hoc* Committees

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 PAVE Charter School Governance Board 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 PAVE Charter School Governance Board. *Ad hoc* committees shall abide by the composition of standing committees to include at least one (1) PAVE Charter School Governance Board member as an equal participant.

ARTICLE VII: FISCAL YEAR AND FUNDS

Section 7.01: Fiscal Year

The fiscal year of the PAVE Charter School shall be July 1st-June 30th.

Section 7.02: Property Funds and Assets

A. All operation funds shall be used for the support of PAVE Charter School, as defined by the PAVE Charter School Governance Board.
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 PAVE Charter School, as defined by the PAVE Charter School Governance Board.

ARTICLE VIII: DISSOLUTION

Section 8.01: Revocation of Charter

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

Section 8.02: Voluntary Dissolution

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

ARTICLE IX: ADDITIONAL PROVISIONS

Section 9.01: Students of Founding Members

Any child of the founding PAVE Charter School Governance Board and Planning Grant Writing Team shall, in accordance with Wisconsin state law, be guaranteed a spot in PAVE Charter School, regardless if there is a need of a lottery. Founding PAVE Charter School Governance Board members and Planning Grant Writing Team are:

- Steve Lutzke
- Mary Stelter
- Nicole Victor
- Peter McMahon
- Mary Paul
- Terra Helmer
- Julie Shreck

ARTICLE X: AMENDMENTS TO THE BY-LAWS

Section 10.01: Amendments

The PAVE Charter School Governance Board shall have the power to make, amend, or repeal the bylaws of the PAVE Charter School, either as a whole or in part. The bylaws may be amended at any regular or special meeting of the PAVE Charter School Governance Board called for that purpose. Written notice of the proposed amendment, including time and location of the special meeting must be given to all PAVE Charter School Governance Board 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 two-thirds (⅔) vote of the full membership of the Governance Board.

Exhibit C: Revised Graduation Requirements

345.6

GRADUATION REQUIREMENTS

A student is eligible for a high school diploma if he/she has satisfactorily completed the 26 credits required for graduation and has been enrolled in a class or participating in a Board approved activity during each class period of each school day while attending high school. Students should be enrolled in a high school program for four (4) years, except as otherwise provided. In order to receive a diploma a student must have attended a minimum of one (1) semester.

Departments	Credits
English	4
Math	3
Science	3
Social Studies	3
PE	1.5
Health	.5
Personal Finance	.5
Career Prep*	1
Electives	8
Total	24.5

*Career Prep: To meet the credit for this graduation requirement, the student must complete one or more of the following areas:

1) Take the following classes: Achieving your career and college goals and Career Planning
2) Complete a Work Study or Youth Apprenticeship program their Junior and/or Senior year (***Must meet the requirements***)
3) Enroll in a Technical college course their Junior and/or Senior year through the Start College Now Program (***Must meet the requirements***)