

CHARTER NON-INSTRUMENTALITY MINIMUM AUDIT REQUIREMENTS – CONTRACT COMPLIANCE

1. GENERAL AUDIT REQUIREMENTS

1. Prepare and submit to MPS Contracted Schools Services for approval a management's representation letter or a separate report on compliance with contract requirements.
 - a. The representation letter or report should clearly state management's assertion that the school has complied with the contract requirements.
 - b. The representation letter or compliance report should list each requirement individually.
2. Upon MPS Contracted Schools Services approval, the auditor may proceed with the attestation audit.
 - a. The auditor is required to apply the minimum audit procedures set forth in the Charter School – Minimum Audit Requirements document.

Note: These are the minimum audit procedures and should the auditor determine additional audit procedures are necessary to issue an attestation opinion, the auditor should implement such procedures.

2. CONTRACT REQUIREMENT - SECTION I.B

The person named in the Charter School proposal (kept on file in the MPS Contracted School Services Office and incorporated herein by reference as Appendix A) shall be in charge of Charter School. The manner in which administrative services will be provided shall be in accordance with Appendix A.

Charter School shall notify MPS of the name of any proposed replacement for the position of school leader. No school leader shall be appointed without the mutual agreement with MPS.

2.1 Minimum Audit Requirements

1. Determine if the current school leader (administrator) is the same person that is noted in the contract.
2. If the current school leader is not the same person that is noted in the contract, obtain and include in the workpapers a copy of the notification letter that was sent to MPS Contracted School Services and a copy of the approval letter received from MPS Contracted School Services.

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3. CONTRACT REQUIREMENT - SECTION I.C

Charter School shall provide the educational program set forth in Appendix A. Charter School shall ensure that all classrooms are equipped with all materials, equipment and supplies required to provide the educational program set forth in Appendix A.

Charter School shall be exempt from MPS policies and procedures and Chapters 115 through 121 of the Wisconsin Statutes, except as otherwise explicitly provided by law or charter school contract. Charter School shall comply with any MPS policies, procedures and requirements included in Appendix B by the Board during the term of this Contract, and with any MPS policies, procedures and requirements included in Appendix B that are revised by the Board during the term of this Contract. MPS shall notify Charter School of any such revisions and Charter School shall have the opportunity to negotiate regarding these revisions.

Neither the Board nor the MPS administration shall operate the educational programs or make policy, rules or procedures that directly affect the operation of the educational programs at Charter School, except as explicitly provided in MPS Administrative Policy 9.12: Charter Schools, and the charter school contract.

In the event Charter School wishes to change the educational program as identified in Appendix A, Charter School shall negotiate a contract amendment.

3.1 Minimum Required Audit Procedures

1. Obtain and review Appendix A of the contract.
2. Interview the school leader regarding the educational program.
3. Compare interview notes to Appendix A and discuss any instances noted where educational program is not being followed.
4. Obtain a written statement from the school leader/executive director certifying that the educational program from Appendix A is being followed.
5. Confirm with MPS Contracted School Services that the educational program from Appendix A is being followed.
6. If the educational program is not being followed, obtain and include in workpapers a copy of the notification letter that was sent to MPS Contracted School Services describing the changes to the program.

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7. Confirm with MPS Contracted School Services office that MPS approved the changes to the educational program.
8. Include in the report any significant changes to the program.

4. CONTRACT REQUIREMENT- SECTION I.D

Charter School shall use the methods of instruction described in Appendix A to enable pupils to attain the educational goals listed in Wis. Stat. §118.01. Charter school shall immediately notify MPS in the event a significant change in the methods of instruction is contemplated for any or all Charter Schools.

4.1 Minimum Required Audit Procedures

1. Obtain and review Appendix A of the contract.
2. Interview the school leader regarding the method of instruction the school uses.
3. Compare interview notes to Appendix A and discuss any instances noted where the method of instruction that is being used is not the method of instruction that is noted in Appendix A.
4. Obtain a written statement from the school leader/executive director certifying that the method of instruction from Appendix A is being followed.
5. Confirm with MPS Contracted School Services that the method of instruction noted in Appendix A is being followed.
6. If the method of instruction is not being followed, obtain and include in workpapers a copy of the notification letter that was sent to MPS Contracted School Services describing the changes.
7. Confirm with MPS Contracted School Services that MPS approved the changes in the method of instruction.
8. Include in the report any significant changes in the method of instruction.

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5. CONTRACT REQUIREMENT-SECTION I.E

Charter School shall use the contract local measures, assessments and standardized tests to measure pupil progress under Wis. Stat. §118.01

Charter School shall develop and submit an annual pupil academic achievement report to MPS within 30 days of receipt of the data. Such academic achievement report shall, at a minimum, include all related school assessment data.

5.1 Minimum Required Audit Procedures

1. Obtain from MPS Contracted School Services a copy of the school's annual pupil academic achievement report.
2. Review the received stamp date of the academic achievement report and compare it to the date of the data received to produce the report and determine if the academic achievement report was received within 30 days of receipt of the data. If the report was not submitted within 30 days of receipt of the data, determine if MPS Contracted School Services granted an extension and the report was submitted by the extension date.
3. Review the report and determine that the charter school reported the results of the mandated assessments in the same format as MPS non-chartered schools.
4. Compare reported results to contract requirements and determine that all required assessments are reported.

6. CONTRACT REQUIREMENT-SECTION I.F (A)

Charter School is incorporated as a non-profit, non-sectarian corporation in the State of Wisconsin and has received §501(c)(3) tax exempt status from the Internal Revenue Service. Charter School shall immediately notify MPS in the event there is a change in Charter School's status. Board reserves the right to terminate the contract under III.C.2. due to a change in status.

6.1 Minimum Required Audit Procedures

1. Interview the school leader regarding the school's tax status.
2. Obtain the school's tax status form and verify that the school currently has a §501(c)(3) tax exempt status from the Internal Revenue Service.
3. If the school currently does not have a §501(c)(3) tax-exempt status from the Internal Revenue Service, obtain and include in workpapers a copy of the notification letter that was sent to MPS Contracted School Services describing the changes.

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4. Obtain a written statement from the school leader/executive director certifying that the school's tax exempt status has not changed.

7. CONTRACT REQUIREMENT-SECTION I.F (B)

Charter School has submitted to Board the Articles of Incorporation attached hereto as Appendix D and the Bylaws of attached hereto as Appendix E and incorporated herein by reference. Charter School shall promptly provide MPS with a copy of any proposed amendment to Appendix D or E. Board reserves the right to terminate the contract under III.C.2. if it does not approve of any change which materially affects Charter School.

7.1 Minimum Required Audit Procedures

1. Obtain and review Appendix D and E of the contract.
2. Interview the school leader regarding the Articles of Incorporation and Bylaws that are currently used by the school.
3. Compare interview notes to Appendix D and E and discuss any instances noted where the Bylaws that are being used are not the Articles of Incorporation and Bylaws that are attached as Appendix D and E.
4. Obtain a written statement from the school leader/executive director certifying that the Articles of Incorporation and Bylaws from Appendix D and E are being followed.
5. If the Articles of Incorporation or Bylaws as noted in Appendix D and E are not being followed, obtain and include in workpapers a copy of the notification letter that was sent to MPS Contracted School Services describing the changes and a copy of the approval letter received from MPS Contracted School Services.

8. CONTRACT REQUIREMENT-SECTION I.F (C)

Charter School shall provide a list of the names of the individuals serving on the governing body of Charter School to MPS.

Charter School shall be responsible for notifying MPS whenever the membership of the governing body of Charter School changes.

The governance structure of Charter School shall be that set forth in Appendix A, including provisions for autonomy related to policy, budget development, staffing and evaluation.

Charter School shall abide by its Articles of Incorporation and Bylaws. Charter School shall promptly provide MPS with a copy of any proposed amendment to Appendix D or E.

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8.1 Minimum Required Audit Procedures

1. Obtain and review Appendix A, D, and E of the contract.
2. Obtain from the school a list of names of the individuals serving on the governing body of the Charter School.
3. Obtain from MPS Contracted School Services a list of names of the individuals serving on the governing body of the charter school.
4. Compare the two lists. If any differences exist, obtain and include in workpapers a copy of the notification that was sent to MPS Contracted School Services describing the change.
5. Interview the school leader regarding the school governance council including, but not limited to, the requirements for composition, duties, experience, training, minutes, agendas, and elections/appointments. Review governance council meeting minutes and bylaws to substantiate the information received from the school leader.
6. Compare interview notes and results of audit testing to Appendix A, D, and E and discuss any instances of noncompliance with the school leader.
7. Obtain a written statement from the school leader certifying that the school governance council requirements as outlined in Appendix A, D, and E are being followed.

9. CONTRACT REQUIREMENT – SECTION I.F (D)

Charter School shall employ the methods described in Appendix A to ensure parental involvement. Parental involvement shall be an integral component of the Charter School.

9.1 Minimum Required Audit Procedures

1. Obtain and review Appendix A of the contract.
2. Interview the school leader regarding the methods the school follows to ensure parental involvement.
3. Compare interview notes to Appendix A and discuss any instances noted where the school is not following the methods to involve parents that is noted in Appendix A.
4. Obtain a written statement from the school leader/executive director certifying that the methods to involve parents as noted in Appendix A are being followed.

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10. CONTRACT REQUIREMENT-SECTION I.F (E)

If Charter School seeks Title I funding, Charter School shall comply with all of the rules and regulations applicable to that funding source, including completion of an educational plan and any other documentation required by Title I.

If any Charter School fails to meet expectations under the Wisconsin Accountability System Metric, school shall implement and be financially responsible for any interventions/strategies required based upon the Charter School's status.

10.1 Minimum Required Audit Procedures

1. If a single audit is performed in this school and the Title I grant was tested, the single audit report can be relied upon and testing is not required. If the Title I grant was not reviewed during the single audit, review a sample of Title I expenditures and test to ensure that (1) all expenditures are in accordance with Title I program requirements and OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards requirements and (2) none of the expenditures supplanted school operation funds.
2. If the Charter School has been classified as a School Identified for Improvement (SIFI) under No Child Left Behind (NCLB) Charter School shall implement and be financially responsible for any interventions/strategies required based upon the school's SIFI status.
3. Obtain and file in the workpapers the Educational Plan the Charter School submitted to MPS Contracted School Services in the beginning of the year.
4. Obtain MPS's review comments of the Charter School's Educational Plan. If any comments for improvement were noted, ensure the school revised the Educational Plan.

11. CONTRACT REQUIREMENT-SECTION I.G (A)

Charter School shall adhere to MPS's Administrative Policy 3.09 (7) (a) regarding Livable Wage for full time employees. .

11.1 Minimum Required Audit Procedures

1. Review the payroll records and expenditures to individuals and ensure the school staff and all vendors were paid the Livable Wage.
2. Obtain a written statement from the school leader/executive director certifying that all staff and vendors were paid the Livable Wage.

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12. CONTRACT REQUIREMENT-SECTION I.G (B)

Charter school shall ensure that all instructional staff of Charter School hold a current and appropriate license or permit to teach issued by the Wisconsin Department of Public Instructions (DPI) to teach assigned classes.

12.1 Minimum Required Audit Procedures

1. Test all staff that should be licensed which includes, but is not limited to, teachers, principals, special educational para-professionals, or social workers to verify they are currently licensed in the appropriate field and that the license is on file with the DPI.

13. CONTRACT REQUIREMENT-SECTION I.H

Charter School shall comply with all policies in Appendix B and all local, state and federal laws, codes, rules, and regulations that apply to public schools pertaining to health and safety. Charter School shall ensure that all of its pupils comply with Wisconsin immunization requirements.

Charter School shall provide safe and healthful facilities. The facilities shall comply with Wis. Stat §§ 254.11-254.178 and any rule promulgated under those sections.

13.1 Minimum Required Audit Procedures

1. Obtain a copy of the School Report to Local Health Department as of 6-30 from the school leader. Calculate the percent of compliance (i.e., the number of students meeting requirements plus the number in process plus the number with waivers divided by total students enrolled). Review the percentage of compliance and the detailed list of students who did not meet the minimum requirements with the school leader to identify any misclassifications. Note, investigate, and resolve any identified misclassifications. Conclude as to contract provision compliance or noncompliance.
2. Obtain a written statement from the school leader certifying that the school has complied with all Board policies and all local, state and federal laws, codes, rules, and regulations that apply to public schools and pertain to health and safety including, but not limited to, the Wisconsin immunization requirements.

14. CONTRACT REQUIREMENT-SECTION I.I

Charter School shall use its best efforts to establish and maintain a racial and ethnic balance among its pupils. Charter School shall abide by its plan to welcome and recruit a student body diverse in race, language, economic status, and special education needs reflective of the school district population as referenced in Appendix A.

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14.1 Minimum Required Audit Procedures

1. Obtain and review Appendix A of the contract.
2. Obtain and read the plan that describes the means by which charter school will use best efforts to achieve a racial and ethnic balance among its pupils that was submitted to MPS Contracted School Services.
3. Interview the school leader regarding the plan.
4. Compare interview notes to the plan and discuss any instances noted where the plan is not being followed.
5. Obtain a written statement from the school leader/executive director certifying that the school is attempting to follow the plan that was submitted to MPS Contracted School Services.

15. CONTRACT REQUIREMENT- SECTION I.J (A)

If Charter School imposes admissions requirements, those requirements shall be set forth with specificity in Appendix A and shall not be in conflict with Federal Charter School Program Requirements and shall not be modified except by mutual agreement. If Charter School does not have seats for all the students who apply during the application period(s), a random selection process (lottery) for enrollment shall be used.

15.1 Minimum Required Audit Procedures

1. Obtain and review Appendix A of the contract.
2. Through interview with the school leader, determine if the school has a clear understanding of MPS policies and guidelines concerning admission requirements.
3. Through interview with the school leader, MPS Contracted School Services and MPS Student Services, determine if there were any complaints that the school did not abide by MPS policies and guidelines for pupil admission.
4. If any complaints concerning pupil admissions were filed, obtain a copy of the complaint from MPS Contract School Services and MPS Student Services and determine if the complaint was valid and resolved.
5. If the complaint was valid and not resolved, include in report.
6. Obtain a written statement from the school leader/executive director certifying that the school has abided by all MPS policies and guidelines for pupil admission and did not

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impose admission requirements that are inconsistent with Federal Charter School program requirements.

16. CONTRACT REQUIREMENT-SECTION I.J (B)

Charter School shall maintain pupil database information on an MPS approved format in accordance with MPS administrative policies and procedures pertaining to each Charter School pupil, including, but not limited to the pupil's name, address, home phone number, place and date of birth, parent(s) or guardian, immunization records, ethnic background, school of last attendance, number of siblings, and emergency contact.

In addition, unless Charter School has received a written exemption from MPS, Charter School shall maintain pupil database information on an MPS approved format and as required by MPS, including, but not limited to the update of official transcripts, promotion, graduation, credit detail, diploma, and pupil attendance data. If Charter School receives a written exemption, all transcripts must be accompanied by a translation. Charter School shall place in each pupil's cumulative folder copies of the final report card and official transcripts. Charter school shall fully comply with the law regarding the confidentiality of pupil records as provided for in 20 U.S.C. §1232g Family Education Rights and Privacy Act (FERPA) and its implementing regulations and Wis. Stat. § 118.125. Charter School shall also be subject to all MPS school records retention guidelines. Charter School shall comply with retention schedules set forth in Administrative Policy 8.42 on Student Records.

16.1 Minimum Required Audit Procedures

1. Obtain a written statement from the school leader/executive director certifying that the school has maintained pupil database information on an MPS approved format in accordance with MPS administrative policies and procedures pertaining to each charter school pupil including, but not limited to, the pupil's name, address, home phone number, place and date of birth, parent(s) or guardian, immunization records, ethnic background, school of last attendance, number of siblings, and emergency contact.
2. Obtain a written statement from the school leader/executive director certifying that the school has fully complied with the law regarding the confidentiality of pupil records as provided for in 20 U.S.C. 1232g Family Educational Rights and Privacy Act (FERPA) and its implementation regulations and Wis. Stat. 118.125.
3. In the odd years, using a random number generated program, select 10% of the pupils up to a maximum of 49 pupils for testing. Verify by reviewing source documents that the school did maintain a pupil database in the MPS format for these pupils. Expand sample until no more than 3% of the population is in error.

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17. CONTRACT REQUIREMENT-SECTION I.J (C)

Charter School shall submit in Appendix A, a plan that describes the means by which Charter School will include pupils with special education needs, including pupils whose special education needs are other than speech and language only, in Charter School's pupil population. The MPS Division of Special Services shall review annually with Charter School the enrollment of children with disabilities to ensure appropriate pupil representation. Charter School shall make a commitment to serve children with disabilities whether such children are currently or newly identified as children with disabilities.

All Charter Schools, as a public school, shall, through its policies and procedures, comply with all of the requirements of the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq. (IDEA), and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, et seq. (sec. 504). Charter School shall provide a free appropriate public education (FAPE) to children with disabilities, including, but not limited to, identifying, evaluating, planning educational programs, and implementing placements in accordance with those Acts.

17.1 Minimum Required Audit Procedures

1. Obtain and review Appendix A of the contract.
2. Obtain and read the plan that describes the means by which charter school will include pupils with special education needs, including pupils whose special education needs are other than speech and language, in charter school's pupil population.
3. Interview the school leader regarding the plan.
4. Compare interview notes to the plan and discuss any instances noted where the plan is not being followed.
5. Obtain a written statement from the school leader/executive director certifying that the school is following the plan that was submitted to MPS Contracted School Services and provides a free appropriate public education (FAPE) to children with disabilities including, but not limited to, identifying, evaluating, planning educational programs, and implementing placements in accordance with the Individuals with Disabilities in Education Act, 20 U.S.C. 1400 et. seq. (IDEA), and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (sec. 504).
6. Confirm with MPS Special Services that an annual review was conducted and that the review disclosed no instances where the school was not following the plan.

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7. Through interview with the school leader, MPS Contracted School Services and MPS Special Services, determine if there were any complaints that the school did not abide by MPS policies and guidelines concerning children with special education needs.
8. If any complaints were filed, obtain a copy of the complaint from MPS Contracted School Services and MPS Special Services and determine if the complaint was valid and resolved.

18. CONTRACT REQUIREMENT-SECTION I.K (A)

MPS shall have full access to all books and records upon reasonable notice during business hours throughout the calendar year.

Charter School shall operate and expend and account for funds in a manner consistent with the provisions of the contract and the charter school operating budget attached to the contract as Appendix F and incorporated herein by reference.

Subsequent annual operating budgets shall be submitted to MPS by April 30th for approval by July 1" of each year. Such annual operating budgets shall be comprehensive and shall use approved format guidelines. Charter School shall expend and account for funds in a manner consistent with the provisions of this Contract and the annual operating budget. All amendments to the annual budget shall be filed with MPS within 30 days from approval by Charter School of the amendment and shall not become effective until 30 days after receipt by MPS of the amendment, or until approved by MPS, whichever comes first.

18.1 Minimum Required Audit Procedures

1. Obtain the operating budget from MPS Contracted School Services.
2. By reviewing the date-received stamp, ensure the annual operating budget was submitted by the date indicated in the contract.
3. If the annual operating budget was not submitted by the date indicated in the contract, contact MPS Contracted School Services and verify an extension to the deadline was given.
4. Review the annual operating budget and ensure it was completed in the MPS approved format guidelines, and the instructional and non-instructional budgeted spending requirements were met.
5. Obtain the annual charter school budget as of 6/30 of the year being audited.
6. From MPS Contracted School Services, obtain the annual operating budget that was approved by MPS by the contract date.

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7. Compare the budget figures on the approved annual operating budget to the operating budget and financial report as of 6/30 of the year being audited.
8. If any differences exist, verify that the charter school filed an amendment with MPS Contracted School Services.

19. CONTRACT REQUIREMENT-SECTION I.K (B)

Annually charter school shall submit a balanced budget for the funds provided under the contract. The budget shall be prepared in accordance with the prescribed format attached as Appendix G and shall classify costs as instructional, instructional support, and non-instructional support costs.

Charter School may make reasonable changes to budgeted categories in its annual budget; however, charter School shall provide notice to MPS of any expenditures which deviates 10% or more or greater than \$1,000 in any budgeted category of the Charter School's Annual Operating Budget set forth in Appendix F.

Charter school shall expend and account for funds in a manner consistent with the provisions of the federal guidelines set forth in 2 CFR Part 200, Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. MPS has the right to recoup any money spent on expenditures not allowable under OMB. Charter School is responsible for all deficits, and Charter School may carry over funds from one school year to the next, in accordance with MPS's carryover policies.

19.1 Minimum Required Audit Procedures

1. Obtain the approved annual budget and operating financial report as of 6/30 of the year being audited.
2. Determine if spending exceeds 10% in any budget category.
3. Determine if charter school expended less than the contract revenues.
4. Verify that charter school received proper approval for spending that exceeded 10% of any budget category or did not spend all contract funds.
5. Select a sample of expenditures to obtain a 95% confidence level plus or minus 6% and determine that (1) the costs were spent in accordance with OMB Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards requirements and (2) the costs were properly classified as instructional and instructional support versus non-instructional costs.

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20. CONTRACT REQUIREMENT-SECTION I.K (C)

When Charter School anticipates a revenue shortfall or deficit from operations, or upon request of MPS, Charter School shall submit within 30 days, to MPS, contingency plans for such revenue shortfalls. Plans to manage deficits or other contingencies must be explained. This plan shall include a cash flow budget in the MPS Charter School Budget Format for the remainder of the current fiscal year, if appropriate, and for the entire next fiscal year. MPS shall review this plan and budget for fair presentation and reasonableness. Charter School shall submit to MPS any plans to incur long-term debt, the funds to be used to repay the debt, and the schedule of any interest incurred from debt chargeable to funds received from MPS. MPS shall review this plan and schedule of repayment for fair presentation and reasonableness. Under no circumstances will this debt incur a liability to MPS.

20.1 Minimum Required Audit Procedures

1. By reviewing the prior year's and current year's audited financial statements, determine if a revenue shortfall existed in either year.
2. If a shortfall existed, obtain and review the charter school's contingency plan that the school sent to MPS Contracted School Services.
3. Evaluate the reasonableness of the cash flow statements in the revenue shortfall plan.
4. Determine if the contingency plan explained how deficits or other contingencies would be managed.
5. Determine if the deficits and contingencies are being managed in accordance with the plan.
6. Interview the school leader to determine if the school has any long-term debt or intends to incur long-term debt in the future.
7. Review the current year's financial statements and determine if any long-term debt exists.
8. If the school incurred or has plans to incur any long-term debt, obtain from MPS Contracted School Services the plans the charter school submitted to incur long-term debt, the funds to be used to repay the debt, and the schedule of any interest incurred from debt chargeable to funds received from MPS.
9. If the school incurred any long-term debt, obtain the debt documentations and verify that MPS is not liable for the debt.

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21. CONTRACT REQUIREMENT-SECTION I.K (D)

Charter School's financial system shall segregate and properly account for and report on the revenues received and expenditures incurred under this Contract. Charter School shall file with MPS a mid-year unaudited balance sheet and revenue/expense statement. The schedule of contract revenue expenses should be prepared in a format consistent with the approved budget in Appendix F by January 31 of each year during the term of this Contract. A narrative summarizing the financial condition of Charter School shall accompany the mid-year unaudited balance sheet and revenue and expense statement. This narrative shall include a plan to address any potential deficit or revenue shortfall. Such mid-year unaudited balance sheet and revenue/expense statement shall cover the period of July 1 through December 31 of that contract year.

21.1 Minimum Required Audit Procedures

1. Obtain the mid-year, unaudited balance sheet and revenue/expense statement that was filed with MPS Contracted School Services.
2. By reviewing the date received stamp, verify that the mid-year, unaudited balance sheet and revenue/expense statement was filed with MPS Contracted School Services by January 31.
3. Verify that the mid-year, unaudited balance sheet and revenue/expense statement that was filed with MPS Contracted School Services was for the period of July 1 through December 31 of the contract year.
4. If MPS's review identified any necessary follow-up, determine that the charter school complied.

22. CONTRACT REQUIREMENT-SECTION I.K (E)

Charter School shall provide for an annual financial audit. Charter School may use either of the following methods:

Method I

Charter School shall submit to MPS, within three months after the MPS fiscal year end, unless a written extension of time is granted by MPS a complete set of financial statements, including Statement of Financial Position, Statement of Activities and Changes in Net Assets and Statement of Cash Flows, together with a full footnote disclosure prepared by an independent certified public accountant. The audit of statements shall include a separate schedule detailing revenues and expenditures resulting from this Contract using the MPS-approved format. The audit statements shall be prepared in accordance with generally accepted accounting principles (GAAP) and shall be prepared using full accrual accounting. The audit shall be conducted in accordance with generally accepted auditing standards (GAAS) and

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government auditing standards, issued by the Comptroller General of the United States. Notwithstanding any other provisions of this Contract, the Board reserves the right to terminate this Contract under paragraph III.C.4. should such auditor's opinions be anything other than unmodified.

Instructional, instructional support and non-instructional support cost classifications, for auditing purposes, shall be evaluated in accordance with the guidelines set forth in the most current version of the Wisconsin Uniform Financial Accounting Requirements ((WUFAR) , available through the Wisconsin Department of Public Instruction (DPI), or its successor guidelines, or any guidelines preapproved by MPS.

Single audit reports, prepared in accordance with the provisions of 2 CFR Part 200, OMB Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards requirements, if applicable, must be submitted to MPS within three months of the MPS fiscal year end.

22.1 Minimum Required Audit Procedures

1. Obtain a copy of the annual audit report.
 - a. Ensure expenditures are reported in accordance with the required format.
 - b. The auditor's opinion is unmodified.
2. If the audit opinion is other than unmodified, please note in workpapers and in audit report the ramifications of receiving an opinion other than unmodified.
3. Obtain a copy of the annual financial audit report.
 - a. Ensure revenues and expenditures are reported in accordance with the MPS approved format and
 - b. The auditor attested to the statement.
4. Document any exceptions to the attestation opinion and format of the revenue and expenditure statement.
5. Review the annual financial audit reports and determine if a single audit was conducted (OMB Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards requirements).

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6. If a single audit was not conducted review the OMB Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards requirements to determine if the requirement was applicable.

23. CONTRACT REQUIREMENT-SECTION I.K (F)

All management letters and all other reports of an independent auditor transmitting reportable conditions or advice to management must be submitted to Contracted School Services within 15 days of receipt.

For informational purposes, charter school agrees to submit to Contracted School Services within 15 days of receipt any audit, review, compilation, management letter, or report of reportable conditions prepared by an independent certified public accountant in response to any other publicly funded program and any audit issued by any other government agency.

MPS reserves the right to contact Charter School or its auditors to request additional information, analysis, or clarification of financial statements.

23.1 Minimum Required Audit Procedures

1. Obtain from MPS Contracted School Services two years of the most current management letters and all other reports of an independent auditor transmitting reportable conditions or advice to management.
2. By reviewing the date-received stamp, ensure the letters and reports were submitted within fifteen (15) days of receipt.
3. Obtain from the school two years of the most current management letters and all other reports of an independent auditor transmitting reportable conditions or advice to management. By comparing the letters and reports received from the school to the letters and reports received from MPS Contracted School Services, verify that MPS Contracted School Services has received all of the letters and reports.
4. If the letters and reports indicate any findings or material weaknesses, determine that the school has addressed and corrected the findings or material weaknesses.
5. Interview the school leader to determine if an audit, review, compilation, management letter, or report of reportable conditions was prepared by an independent certified public accountant in response to any other publicly funded program and any audit issued by any other government agency during the year under review.
6. If an audit, review, compilation, management letter, or report of reportable conditions was prepared by an independent certified public accountant in response to any other

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publicly funded program and any audit issued by any other government agency, verify with MPS Contracted School Services that the audit, review, compilation, management letter, or report of reportable conditions was submitted to MPS Contracted School Services.

7. Obtain a written statement from the school leader/executive director certifying that the school submitted to MPS Contracted School Services within 15 days of receipt all audits, reviews, compilations, management letters, or reports of reportable conditions that were prepared by an independent certified public accountant.

24. CONTRACT REQUIREMENT-SECTION I.K (G)

For every school year ending in an odd number, charter school shall submit to Contract School Services an independent auditors' attestation opinion which shall attest to pupil eligibility composition.

24.1 Minimum Required Audit Procedures

1. Follow the Wisconsin Department of Public Instruction (DPI) audit requirements for pupil eligibility and verify that pupils were properly counted and reported to the DPI as being enrolled in the charter school on the third Friday in September and January.

25. CONTRACT REQUIREMENT-SECTION I.K (H)

Charter school shall immediately report to Contract School Services and the Office of Board Governance any pending or threatened litigation, including administrative proceedings, alleging violation of any applicable local, state and federal laws, codes, rules, and regulations by charter school, its agents, board members, officers, employees, volunteers, contractors, and subcontractors.

25.1 Minimum Required Audit Procedures

1. Interview the school leader to determine if there is any pending or threatened litigation, including administrative proceedings, alleging violation of any applicable local, state and federal laws, codes, rules, and regulations by charter school, its agents, board members, officers, employees, volunteers, contractors, and subcontractors.
2. If there is any pending or threatened litigation, confirm with MPS Contracted School Services that the charter school notified MPS of the pending or threatened litigation.
3. Obtain the pending or threatened litigation information and include in the report.
4. If the school received any correspondence from the United States Department of Education, the United States Department of Justice, or the DPI that required a formal

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response, verify with MPS Contracted School Services that it was notified of the correspondence.

5. Obtain a written statement from the school leader/executive director certifying that all pending or threatened litigation has been disclosed to the charter school's independent public accountants and MPS.

26. CONTRACT REQUIREMENT – SECTION I.L (A)

Charter School has opted to use the following disciplinary guidelines:

Option 1

Charter School shall adhere to the disciplinary guidelines adopted by MPS and shall comply with those guidelines as set forth in the MPS Parent/Student Handbook on Rights, Responsibilities and Discipline, attached hereto as Appendix I and incorporated herein by reference.

Option 2

Charter school is authorized to establish its own disciplinary guidelines so long as such guidelines are not in direct conflict with the MPS Parent/Student Handbook on Rights, Responsibilities and Discipline, attached hereto as Appendix I and incorporated herein by reference. Charter School has chosen to establish its own disciplinary guidelines, which have been reviewed and approved by MPS in accordance with Administrative Procedure 9.12, Charter School Petition and Proposals. Charter School's Discipline Policy is attached hereto as Appendix J and incorporated herein by reference. Any changes or amendments to Charter School's Discipline Policy must be submitted to MPS.

26.1 Minimum Audit Requirements

1. Interview the school leader to determine which option the charter school selected.
2. If the charter school selected Option 2:
 - a. Confirm with MPS Contracted School Services and MPS Student Services that the disciplinary guidelines the school follows were reviewed and acceptable to MPS.
 - b. Interview the school leader to determine if the charter school made any changes or amendments to the disciplinary guidelines that are attached to the contract as Appendix J.
3. If the charter school made any changes or amendments to the disciplinary guidelines, verify with MPS Contracted School Services that a copy of the changes or amendments was submitted to it thereon.

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4. Obtain a written statement from the school leader/executive director certifying that the school followed the disciplinary guidelines, including any changes or amendments that were submitted to MPS Contracted School Services that are attached to the contract as either Appendix I or J.

27. CONTRACT REQUIREMENT-SECTION I.L (B)

Charter School shall contract with MPS Division of Student Services for the possible expulsion of any Charter School pupil. Charter school shall not expel any pupil except in accordance with Appendix I and applicable MPS policies and procedures.

Charter School shall not discipline pupils protected under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, *et seq.* (sec. 504), the Individuals with Disabilities in Education Act, 20 U.S.C. 1400 *et. seq.* (IDEA), and the American with Disabilities Act, 42 U.S.C. 12101 *et. seq.* (ADA) unless charter school complies with the requirements of those Acts.

Wis. Stat §118.31, which prohibits corporal punishment of pupils, shall apply to Charter School. Wis. Stat §118.32 and 948.50, which prohibit a strip search of a pupil, shall apply to Charter School.

27.1 Minimum Required Audit Procedures

1. Obtain and review Appendix I of the contract.
2. Interview the school leader to determine if the school (1) expelled any pupil, (2) disciplined any pupil protected under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (sec. 504), the Individuals with Disabilities in Education Act, 20 U.S.C. 1400 *et. seq.* (IDEA), and the American with Disabilities Act, 42 U.S.C. 12101 *et. seq.* (ADA), or (3) used corporal punishment on any pupil.
3. If the school expelled any pupil, obtain a written statement from the school leader-executive director certifying that the school expelled the pupil in accordance with Appendix I and applicable MPS policies and procedures.
4. If the school disciplined any pupil protected under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (sec. 504), the Individuals with Disabilities in Education Act, 20 U.S.C. 1400 *et. seq.* (IDEA), and the American with Disabilities Act, 42 U.S.C. 12101 *et. seq.* (ADA), obtain a written statement from the school leader-executive director certifying that the school disciplined the pupil in accordance with the previously mentioned acts.

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5. Through interviews with the school leader, MPS Contracted School Services and MPS Student Services, determine if there were any complaints that the school did not abide by MPS policies and guidelines for expelling or disciplining any student.
 - a. If any complaints were filed, obtain a copy of the complaint from MPS Contracted School Services and MPS Student Services and determine if the complaint was valid and resolved.
 - b. If the complaint was valid and not resolved, include in report.
6. Obtain written verification from MPS Student Services regarding complaints filed and resolution thereon.
7. Obtain a written statement from the school leader/executive director certifying that the school did not use corporal punishment including strip searches on any pupil.

28. CONTRACT REQUIREMENT- SECTION I.N (A)

Charter School shall ensure that the facility utilized to conduct its educational program during the term of this Contract shall be adequate to serve the pupil population identified in this Contract. Although Charter School may be located in a shared facility, Charter School shall have a unique identification number assigned by the DPI. The MPS Division of Facilities and Maintenance Services and MPS Benefits and Insurance Division shall view the facility prior to the commencement of the charter school educational program in the facility. Board reserves the right to terminate this Contract under paragraph III.C.2. if MPS does not approve the facilities in which the charter school educational program is to be conducted. The Board also reserves the right to terminate this Contract under paragraph.III.C.2. if Charter School does not complete, to the satisfaction of MPS, any modifications or repairs that may be deemed necessary by MPS.

Charter School shall assume full responsibility for the cost of providing and maintaining its facilities. Charter School shall comply with all local, state and federal laws, codes, rules, and regulations pertaining to health and safety that apply to public schools in cities of the first class. Specifically, Charter School shall comply with the following MPS Facilities Standards:

1. Charter School shall obtain an occupancy permit for school usage, to provide the educational program under this Contract, prior to the first day of pupil attendance. Failure to obtain the necessary permit by that date shall result in termination of this Contract and MPS shall have the absolute and unmodified right to recover any and all funds that may have been advanced to Charter School under this Contract.

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2. Charter School shall comply with all local, state and federal laws, codes, rules, and regulations pertaining to asbestos that apply to public schools, including but not limited to, the completion of an Asbestos Hazard Emergency Response Inspection and Management Plan prior to the first day of pupil attendance. Failure to complete and obtain MPS approval of an Asbestos Hazard Emergency Response Inspection and Management Plan by that date shall result in termination of this Contract and MPS shall have the absolute and unmodified right to recover any and all funds that may have been advanced to Charter School under this Contract. MPS requires a minimum of two weeks for review of final documents. Upon completion of the management plan, Charter School shall take immediate steps to implement that management plan.
3. Charter School shall obtain MPS approval for any facility modification, major repair, or any other activity that may disturb or impact facility asbestos or the Asbestos Hazard Emergency Response Management Plan, prior to the initiation of such activity.

In the event Charter School anticipates relocating its school from its facility, Charter School shall notify MPS in writing at least 30 days prior to the anticipated relocation. Charter School shall ensure that any new facility meets all of the safety codes and standards required under this Contract, including, but not limited to, the occupancy permit referred to in this section, in accordance with applicable timelines.

The MPS Division of Facilities and Maintenance Services shall view any new facility. The Board reserves the right to terminate this Contract under paragraph III.C.2. if MPS does not approve the facilities in which the charter school educational program is to be relocated. The Board also reserves the right to terminate this Contract under paragraph III.C.2. if Charter School does not complete, to the satisfaction of MPS, any modifications or repairs that may be deemed necessary by MPS.

28.1 Minimum Required Audit Procedures

1. Obtain a written confirmation from MPS Facilities and Maintenance Services that the charter school was reviewed and determined to be in compliance with this section of the contract.
2. Obtain a written statement from the school leader/executive director certifying that the charter school is in compliance with this section of the contract.

29. CONTRACT REQUIREMENT-SECTION I.N (B)

Charter School shall provide to MPS copies of any insurance notices.

Charter School understands and agrees that financial responsibility for claims or damages to any person, or to Charter School's employees and agents, shall rest with Charter School.

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Charter School shall effect and maintain any insurance coverage, including, but not limited to Workers' Compensation, Employer's Liability, Commercial General Liability, Contractual Liability, Automobile Liability, and Umbrella Liability to support such financial obligations. The Board is to be named as an additional insured by separate endorsement under all of the following insurance coverage policies with the exception of Workers' Compensation. A certificate of insurance acceptable to MPS evidencing the aforementioned insurance requirements is to be provided to the appropriate MPS administrator. Certification is to be provided on the certificate of insurance with separate letter from the insurance agent or broker that there are no exclusions, sub-limits, or restrictions in coverage as noted in paragraph I (N).

The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Charter School's insurers providing the coverage required by MPS for the duration of this Contract. Insurance companies must be acceptable to MPS and must have a current A.M. Best rating of A-or better.

All certificates of insurance are to be provided to MPS within 30 days of final execution of this Contract. If Charter School does not comply with this provision of this Contract, the Board has the authority to declare this Contract terminated in accordance with the provisions of paragraph III. C. 2.

The minimum limits of insurance that MPS requires from the Charter School shall be:

Type of Insurance	Limits
Workers Compensation	Statutory Coverage \$100,000 per occurrence Employer's Liability Limits <ul style="list-style-type: none"> • Bodily Injury by Accident \$100,000 each accident • Bodily Injury by Disease \$500,000 policy limit • Bodily Injury by Disease \$100,000 each employee
Commercial General Liability	- Each Occurrence Limit \$1,000,000 - General Aggregate \$2,000,000 - Personal & Advertising Injury Limit \$1,000,000 - Products-Completed Operations Aggregate \$2,000,000 - Medical Expense \$5,000

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Auto Liability	- Combined Single Limit \$1,000,000 each accident
Umbrella	- Each Occurrence \$4,000,000 - General Aggregate \$4,000,000
Fidelity Bond/Crime Insurance	50% of value of contract
School Leaders Errors & Omissions	- Limit per occurrence \$1,000,000 - Aggregate Limit \$2,000,000

29.1 Minimum Required Audit Procedures

1. Obtain the charter school’s insurance policy(s) or certificate(s) of insurance and perform the following:
 - a. Verify that the school obtained the types of insurance and coverage amounts that are listed in the contract.
 - b. Verify that the insurance the charter school obtained covers the entire school year that is being audited.
 - c. Verify that the Board is named as an additional insured by separate endorsement under all of the above mentioned insurance coverages with the exception of Worker’s Compensation.
 - d. Verify there is a clause in the insurance policy(s) that requires a 30-day advance notification to MPS Contracted School Services prior to any change, non-renewal, or cancellation of the insurance coverage.
 - e. Verify that insurance provider has a current A.M. Best rating of A- or better.
2. Confirm with the insurance carrier(s) that the school’s insurance policies that were reviewed by auditor are currently paid and in effect.
3. Obtain a written statement from the school leader/executive director certifying that the charter school is in compliance with this section of the contract and that all policies are currently paid and in effect.

30. CONTRACT REQUIREMENT- SECTION I.P

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Charter School shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations.

30.1 Minimum Required Audit Procedures

1. Through interviews with the school leader, MPS Contracted School Services and MPS Student Services, determine if there were any complaints that the school was not nonsectarian in its programs, admissions policies, employment practices, and all other operations.
 - a. If any complaints were filed, obtain a copy of the complaint from MPS Contracted School Services and MPS Student Services and determine if the complaint was valid and resolved.
 - b. If the complaint was valid and not resolved, include in report.
2. Obtain written confirmation from MPS Student Services regarding complaints and satisfactory resolution of same.
3. Obtain a written statement from the school leader/executive director certifying that the charter school is nonsectarian in its programs, admissions policies, employment practices, and all other operations.

31. CONTRACT REQUIREMENT-SECTION I.Q

Charter School shall not charge tuition for any pupil attending charter school under the contract.

Charter School may operate a Before- and After-school program or a daycare program and may charge fees for children participating in those programs, except where prohibited by law.

If Charter School establishes a pupil uniform policy, it must be consistent with state and federal law applicable to public schools, but in no event shall Charter School profit from the sale of uniforms to pupils.

Charter School may assess pupil activity fees under the same circumstances and under the same regulations that apply to all public school pupils. Charter School may not prohibit an eligible pupil from attending Charter School under this Contract, expel or otherwise discipline the pupil, or withhold or reduce the pupil's grades because the pupil or the pupil's family cannot pay or has not paid fees permissibly charged under this paragraph. Specifically, Charter School shall not charge fees for any of the following:

1. Instruction or registration.
2. Initial issuance of books.

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3. Teacher salary.
4. Buildings, maintenance, or equipment.
5. Courses credited for graduation.
6. IEP special education and/or related services.
7. Transportation to and/or from school programs.

31.1 Minimum Required Audit Procedures

1. Interview the school leader to determine if the school is assessing any tuition or pupil fees in areas which are disallowed by the contract.
2. Review school revenues to determine if any revenue was for tuition or any pupil fee in areas which are disallowed by the contract.
3. Through interview with the school leader and MPS Contracted School Services and MPS Student Services, determine if there were any complaints that the school charged tuition or assessed any fees in the areas which are disallowed by the contract.
 - a. If any complaints were filed, obtain a copy of the complaint from MPS Contracted School Services and MPS Student Services and determine if the complaint was valid and resolved.
 - b. If the complaint was valid and not resolved, include in report.
4. Obtain written confirmation from MPS Student Services regarding complaints filed and satisfactorily resolved.
5. Obtain a written statement from the school leader/executive director certifying that the school has not charged tuition or assessed any student fees in areas which are disallowed by the contract.

32. CONTRACT REQUIREMENT-SECTION I.R (A)

Charter School shall not discriminate in admissions or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability, homeless or migrant status. Charter school shall ensure that all requirements of the McKinney-Vento Homeless Assistance Improvements Act of 2001, 42 U.S.C. §11431 *et seq.*, as they are made applicable to MPS, are met.

Charter School shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation. Charter School shall require all

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subcontractors with whom Charter School contracts to comply with this same nondiscrimination in employment provision and shall require a similar provision to be included in all subcontracts.

32.1 Minimum Required Audit Procedures

1. Interview the school leader to determine if the school has discriminated against any student or qualified employee or qualified applicant.
2. Inquire from the school leader, MPS Contracted School Services, MPS Parent Services, and MPS Human Resources to determine if any complaints have been filed for this school.
 - a. If a complaint has been filed, determine if the complaint was satisfactorily resolved to MPS requirements.
 - b. If the complaint was valid and not resolved, include in report.
3. Obtain written confirmation from the MPS Human Resources Department of any instances of discrimination against any student or qualified employee or qualified applicant.
4. Obtain a written statement from the school leader/executive director certifying that the school has not discriminated against any student or qualified employee or qualified applicant.

33. CONTRACT REQUIREMENT-SECTION I.R (B)

Charter school shall comply with all local, state and federal laws, codes, rules, and regulations applicable to public charter schools including, but not limited to, the laws, codes, rules and regulations that are noted in the contract.

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33.1 Minimum Required Audit Procedures

1. Interview the school leader to determine if the school complied with all local, state and federal laws, codes, rules, and regulations applicable to public charter schools including, but not limited to, the laws, codes, rules and regulations that are noted in the contract.
2. Inquire from the school leader, MPS Contracted School Services, MPS Parent Services, and MPS Human Resources to determine if any complaints have been filed for this school.
 - a. If a complaint has been filed, determine if the complaint was satisfactorily resolved to MPS requirements.
3. Obtain a written statement from the school leader/executive director, MPS Human Resources and MPS Parent Center certifying that the school has complied with all local, state and federal laws, codes, rules, and regulations applicable to public charter schools including, but not limited to, the laws, codes, rules and regulations that are noted in the contract and has not received notification of any issues where the school is suspected of noncompliance with such.

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34. CONTRACT REQUIREMENT-SECTION I.S

Charter School shall perform background screening through the MPS Department of Human Resources on all Charter School full and part-time employees and volunteers. Charter school shall not allow any employee or volunteer to have contact with pupils until Charter School, in consultation with the MPS Department of Human Resources, investigates and determines that there is nothing in the background of the employee or the volunteer which would render the employee or volunteer unfit to have contact with pupils of 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 and/or volunteer.

For purposes of this Contract, volunteer means a non-paid person who serves under the supervision of Charter School and who provides services on a regular and ongoing basis or for more than five hours a week. It does not apply to those parents and/or other adults who are one-time volunteers for field trips or other one-time only activities in Charter School.

Charter School shall pay for costs incurred by the MPS Department of Human Resources in performing these functions for Charter School. Such costs, as determined by the Board, shall be included in the administrative fee under paragraph I.W.

34.1 Minimum Required Audit Procedures

In the first year, obtain the results of the background screening of all employees. After the first year, verify the background screening of the employees that were hired during the year:

1. Verify that all employees had a background check performed.
2. Verify that the results for all employees indicate that the employee can be hired.
3. Verify that any applicant whose background screening indicates that they should not be hired is not working at the school.
4. Obtain a written statement from the school leader/executive director certifying that the school has had background checks performed on all of their employees and volunteers and that no one, paid or non-paid, is working in the school whose background check indicated that they cannot be hired.

35. CONTRACT REQUIREMENT-SECTION I.T

Charter School agrees to abide by the Wisconsin Public Records Law, Wis. Stat. §§ 19.21-19.39, and the MPS guidelines "Records Custodians" on file in the MPS Office of Board Governance.

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Charter School shall grant the Board or its designee the right to inspect Charter School facilities and to review any Charter School records at any time during the term of this Contract upon reasonable notice during regular business hours throughout the calendar year. Charter School shall generate and provide such information and reports in such format, at such times and concerning such matters, as may be requested by the Board or its designee, concerning any of the operations of Charter School.

Charter School shall notify MPS of correspondence received from the United States Department of Education, the United States Department of Justice, or DPI that requires a formal response.

35.1 Minimum Required Audit Procedures

1. Interview the school leader to determine if the school received any correspondence from the United States Department of Education, the United States Department of Justice, or DPI that requires a formal response.
2. If the school received any correspondence from the United States Department of Education, the United States Department of Justice, or DPI that required a formal response, verify with MPS Contracted School Services that it was notified of the correspondence.
3. Obtain a written statement from the school leader/executive director certifying that the school did not receive any correspondence from the United States Department of Education, the United States Department of Justice, or DPI that required a formal response or obtain a written statement from the school leader-executive director certifying that the school did receive correspondence from the United States Department of Education, the United States Department of Justice, or DPI that required a formal response and that they notified MPS Contracted School Services about this correspondence.

36. CONTRACT REQUIREMENT-SECTION I.U

Charter School shall operate for the days and hours indicated on the calendar for the school year that is attached hereto as Appendix K and incorporated herein by reference. ~~Charter School shall provide MPS with each subsequent school year calendar indicating days and hours of operation within (30) days of MPS calendar adoption for that subsequent school year. All subsequent year calendars and amendments shall be mutually agreed upon.~~

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36.1 Minimum Required Audit Procedures

1. Obtain and review Appendix K of the contract.
2. Verify with MPS Contracted School Services that it received a school year calendar indicating the days and hours of operation within thirty (30) days of MPS calendar adoption for that subsequent school year.

37. CONTRACT REQUIREMENT-SECTION I.X

Charter School is authorized to develop and implement a transportation policy and/or a nutrition services policy.

If Charter School chooses to implement a pupil transportation policy and/or a nutrition services policy, Charter School shall be responsible for all costs incurred as a result of such transportation policy and/or nutrition services policy.

Charter School shall submit any proposed transportation policy or nutrition services policy to MPS. The Board reserves the right to reject any transportation policy and/or nutrition services policy proposed by Charter School.

Charter School may enter into contracts with other persons or organizations, including municipal and county governments, for the transportation of Charter School pupils to and from school and for field trips and/or for the nutrition services for Charter School pupils.

Charter School shall ensure that all requirements of the McKinney-Vento Homeless Assistance Improvements Act of 2001, 42 U.S.C. §11431 et seq., are met. Charter School shall be entitled to all flow through funding and support services in the same manner as homeless students in non- contracted MPS schools

If a Charter School chooses to implement a nutrition services policy, Charter School shall comply with the DP! Child Nutrition Program requirements for charter schools in accordance with Appendix L.

If Charter School chooses to implement a transportation policy, Charter School shall set forth such policy in Appendix A.

37.1 Minimum Required Audit Procedure

1. Obtain and review Appendix A and L of the contract.
2. Interview school leader to determine if the charter school developed and implemented a transportation policy or nutrition services policy.

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3. When reviewing the charter school expenditures, determine if any expenditure was for transportation or nutritional services.
4. If the school did develop either a transportation policy or nutrition services policy or is offering transportation or nutritional services, confirm with MPS Contracted School Services that the policy was approved by MPS.
5. Obtain written verification from MPS's transportation and nutrition services departments regarding the school's transportation and nutrition services practices.
6. Obtain a written statement from the school leader/executive director certifying that the school did or did not offer transportation or nutritional services.

38. CONTRACT REQUIREMENT-SECTION I.Z

Charter school staff shall participate in staff development opportunities provided by MPS pertaining to the Individuals With Disabilities Act (IDEA), 20 U.S.C. §1400 et seq., No Child Left Behind Act, 20 U.S.C. §6301 et seq. the Americans with Disabilities Act (ADA), 42 U.S.C. §1210, Section 504 of the Rehabilitation Act of 1973, (Sec. 504), 29 U.S.C. §794, and the Asbestos Hazard Emergency Response Act (AHERA), 15 U.S.C. §2641 et seq.

38.1 Minimum Required Audit Procedures

1. Contact MPS Special Services and MPS Facilities and Maintenance Services and obtain a list of the various staff development opportunities that were provided to the charter school.
2. Confirm with MPS Special Services and MPS Facilities and Maintenance Services that staff from the charter school attended the staff development opportunities.