

Attachment D



OFFICE OF THE GENERAL COUNSEL

REQUEST FOR PARTICIPATION AND PRE-ACCREDITATION FOR 2012-2013

Full Name of Applicant School: _____ (“School”).

Full Name of Authorized Signer: _____.

By submission of this Request for Participation and Pre-Accreditation and the accompanying Education Plan, the School hereby requests that the Institute for the Transformation of Learning at Marquette University (“Institute”) consider the School for pre-accreditation for the Milwaukee Parental Choice Program pursuant to section 119.23, Wisconsin Statutes. By signing and submitting this Request for Participation and Pre-Accreditation, the School hereby represents, acknowledges, and agrees with the Institute as follows:

1. The School has not applied for pre-accreditation with any other pre-accrediting agency or organization under section 119.23(2)(a), Wisconsin Statutes for the upcoming academic year and will advise the Institute if the School elects to apply for pre-accreditation with any other such pre-accrediting agency or organization. The School acknowledges and agrees that the Institute will not grant pre-accreditation to any school that has applied for or is seeking pre-accreditation for the upcoming academic year with any other pre-accrediting agency or organization.
2. The School has not retained a disqualified person, as that term is defined at section 119.23(1)(ag), Wisconsin Statutes, for compensation or as a volunteer, as an owner, officer, director, trustee, administrator, person designated by the administrator to assist in processing pupil applications, or person responsible for administrative, financial, or pupil health and safety matters, and shall not do so prior to the grant or denial of pre-accreditation by the Institute.
3. The School has reviewed and understands the materials related to pre-accreditation that have been made available to it by the Institute at its Web site at www.itlmuonline.org, now and as updated from time to time, including but not limited to the Steps of the Pre-Accreditation Process, Preparation of the Educational Plan for the Initial Review, and Preparations for the On-Site Visits and Interviews.
4. The School will abide by all of the requirements, deadlines, and expectations set forth by the Institute at www.itlmuonline.org, now and as updated from time to time, as well as those otherwise reasonably established during the course of the pre-accreditation process, so that the pre-accreditation process may be completed, and the results reported, within the timeframes established by section 119.23, Wisconsin Statutes.
5. The School assumes any and all risk of miscommunication, misdirection, and misinterpretation of any submissions arising out of the method chosen by the School to communicate with the Institute. Any failure by the School to submit pre-accreditation materials in the exact manner specified and required by the Institute may result in the delay of review preventing pre-

accreditation within the timeframes established by section 119.23, Wisconsin Statutes, or denial of pre-accreditation.

6. If the School is aggrieved in any way with the results of the pre-accreditation process, it agrees that, as its sole and exclusive remedy, it shall participate in the appeals processes made available by the Institute in the materials at www.itlmuonline.org, now and as updated from time to time. In consideration of the Institute's willingness to provide the pre-accreditation process and activities described in the materials at www.itlmuonline.org, the Schools hereby covenants not to sue Marquette University, the Institute, or any other person participating in the pre-accreditation process or activities described in the materials at www.itlmuonline.org as a result of any decision made by the Institute through its New Schools Approval Board concerning pre-accreditation.
7. The School assumes and takes on all of the risks and responsibilities in any way associated with the pre-accreditation process and activities, including but not limited to the denial of pre-accreditation. In consideration of, and in return for, the pre-accreditation process and activities undertaken by the Institute, the School releases Marquette University, the Institute, the New Schools Approval Board, and their governing boards, employees, agents, and volunteers from any and all liability, claims, or actions that may arise from the School's participation, including but not limited to the denial of pre-accreditation, whether or not caused in whole or in part by any intentional or negligent acts or failures to act of Marquette University, the Institute, the New Schools Approval Board, and their governing boards, employees, agents, and volunteers, including but not limited to claims or demands arising out of allegations of negligence, breach of contract, intentional interference with contractual relations, or any other legal theory or cause of action, whether grounded in contract or in tort or otherwise.
8. In no event shall the damages to be recovered by the School from Marquette University or the Institute for any claim arising out of or related to pre-accreditation exceed the amount of the fees paid by the School to the Institute in connection with the pre-accreditation process and activities. The School acknowledges that, under the circumstances, this limitation is reasonable and that the Marquette University and the Institute would have not have participated in the pre-accreditation process with the School without this limitation of damages.
9. The School shall indemnify, defend, and hold harmless Marquette University, the Institute, the New Schools Approval Board, and their governing boards, employees, agents, and volunteers from any and all claims, losses, liability, or damages of any kind, arising from any legal theory or cause of action, whether grounded in contract or in tort or otherwise, brought by any other person, arising out of or related to in any way from the School's request for participation or participation in the pre-accreditation process and activities offered by the Institute. This indemnity shall survive the completion of the pre-accreditation process. The School shall be provided with notice of any claim and shall have the exclusive authority to resolve such claims. The indemnified persons reserve the right to require additional legal counsel to represent their interests, at the expense of the School, to the extent that conflicts of interests may exist or counsel selected by the School does not adequately represent the interests of the indemnified persons.
10. Except as expressly provided to the contrary in this Request for Participation and Pre-Accreditation, all expenses incurred by the School or the Institute shall be the sole responsibility of the one who incurred the expense.
11. This Request for Participation and Pre-Accreditation shall be governed by and construed exclusively in accordance with the laws of the State of Wisconsin, regardless of choice of law requirements. The School and Marquette University hereby consent to the exclusive jurisdiction of the state courts of Wisconsin and of any federal court in the venue of Milwaukee County, Wisconsin, for the purpose of any suit, action, or proceeding arising out of or related

to this Request for Participation and Pre-Accreditation and expressly waive any and all objections they may have as to venue in any of such courts.

12. The rights, duties, and obligations under this Request for Participation and Pre-Accreditation may not be assigned.
13. This Request for Participation and Pre-Accreditation represents the entire understanding between the School and Marquette University and supersedes any prior oral or written understandings with respect to its terms.
14. If any term or provision of this Request for Participation and Pre-Accreditation shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected thereby.
15. Upon receipt of the Request for Participation and Pre-Accreditation signed below by an authorized signer for the School and the School's Educational Plan not later than 4:30 PM on March 15, 2012, Marquette University shall be deemed to be bound by the terms of the Request for Participation and Pre-Accreditation. The Institute reserves the right to reject any Request for Participation received after the time specified.
16. The Authorized Signer has read and understands this entire document and agrees that the School shall be legally bound by it.

Signature of Authorized Signer for School

Date