

CHARTER SCHOOL CONTRACT
FOR
ISTHMUS MONTESSORI ACADEMY CHARTER SCHOOL

BY

THE MADISON METROPOLITAN SCHOOL DISTRICT
Board of Education
Madison, Wisconsin

AND

ISTHMUS MONTESSORI ACADEMY CHARTER SCHOOL
GOVERNANCE COUNCIL

July 31, 2017

CHARTER SCHOOL CONTRACT BETWEEN
THE BOARD OF EDUCATION OF THE
MADISON METROPOLITAN SCHOOL DISTRICT

AND

ISTHMUS MONTESSORI ACADEMY CHARTER SCHOOL GOVERNANCE COUNCIL

Whereas, the State of Wisconsin has created a Charter School program under the provisions of s. 118.40, *Wisconsin Statutes*; and

Whereas, the Madison Metropolitan School District (“MMSD”) is authorized by s. 118.40(2m), *Wisconsin Statutes*, to initiate and enter into a contract with an individual or group to operate a school as a charter school, subject to the approval of the Board of Education of the Madison Metropolitan School District (“Board”); and

Whereas, the Isthmus Montessori Academy Charter School Governance Council (“Council”) seeks to establish the Isthmus Montessori Academy Charter School (“IMACS”); and

Whereas, on January 30, 2017, the Board of Education of the Madison Metropolitan School District voted to enter into a contract consistent with applicable Board of Education policy and state statutes to establish the Isthmus Montessori Academy Charter School, as an instrumentality charter school for a period of five years from July 1, 2018 until June 30, 2023, contingent on the Isthmus Montessori Academy Charter School supplementing their charter proposal to address the following areas of concern by no later than May 31, 2017:

- Student Body and Demographics
- School Data
- Curriculum, Assessment and Instruction
- Financial Operations; and

Whereas, on January 30, 2017 the Board of Education directed the District administration to collaborate with IMACS to minimize expenditure impacts on the District’ budget and to maximize revenue-generating opportunities including grants, state aids, and other sources resulting from the implementation and operation of the charter school; and to assist the school with its planning and preparations in order to ensure the successful implementation and operation of the school consistent with the terms of the charter (contract); and

Whereas, the Council and the MMSD (collectively referred to as the “Parties”) have successfully negotiated this Planning Agreement and Contract in accordance with s. 118.40(3), *Wisconsin Statutes*.

Now therefore, in consideration of this charter, and pursuant to the Charter School requirements set forth in s. 118.40(3), the parties hereby agree as follows:

1. The Name of the Person Establishing the Charter School

The Isthmus Montessori Academy Charter School Governance Council is the chartering partner and seeks to establish the Isthmus Montessori Academy Charter School within the Madison Metropolitan School District.

2. The Name of the Person Who Will Be in Charge of the Charter School and the Manner in Which Administrative Services Will Be Provided

- 2.01 Daily management of IMACS will be the responsibility of the IMACS administrative leader (referred to as the IMACS Principal). The IMACS Principal will be selected by the MMSD with input from the Council, but must at a minimum, meet the minimum qualifications described in Section 7.06.
- 2.02 The IMACS Principal will work with a 3 to 5 member school-based leadership team (“SBLT”), which will work to develop, implement and oversee the School Improvement Plan (“SIP”).
- 2.03 The MMSD Board, or its designee, will provide administrative support services to IMACS in a manner and proportion similar to such administrative services that are provided to other MMSD schools.
- 2.04 The administrative services to be provided by the MMSD Board include, but are not necessarily limited to the following: Accounting and Business operations; providing instructional materials, except where the Council approves materials other than those made available to other MMSD schools; providing other administrative and student services in a manner and proportion that the District provides to support other MMSD schools.

3. A Description of the Educational Program of Isthmus Montessori Academy Charter School

The IMACS will implement the Association Montessori International (AMI) standards of the Montessori method of instructional pedagogy.

Generally, Montessori programs include multiage student groupings where students are given developmentally-appropriate amounts of uninterrupted work time to use and discover the specially-designed Montessori classroom materials. The classroom teacher, or directress/guide, prepares the classroom for student-directed learning and provides adequate and appropriate guidance and support to each student.

IMACS will implement the AMI-method of the Montessori method in order to meet the educational goals and expectations set forth by in Wisconsin State. Stat. sec. 118.01, including academic skills and knowledge, vocational skills, citizenship, and personal development.

Standards for AMI Montessori Classrooms

Assistants to Infancy (0 to 3 years)	Primary (3 to 6 years)	Elementary (6 to 9, 9 to 12, or 6 to 12 years)	
AMI Trained Teacher*	1	1	1
Non-teaching Assistants	1 per 5 or 6 children (toddler) 1 per 3 children (nido)**	1	1
Consultation visit at least once every three years	Yes	Yes	Yes
Complete set of Montessori materials from an AMI approved manufacturer	Yes	Yes	Yes
Children of a mixed three-year age group, including a well-balanced division of ages (ages listed are approximate)	<i>Parent/Infant or Nido:</i> 2 months to 12/15 months <i>Toddler:</i> 12/15 months to 3 years	3 to 6 years	6 to 9, 9 to 12, or 6 to 12 years
Classes with an appropriate number of children to ensure social development	10-14 children (toddler) 6-9 children (nido)	24-35 children	24-35 children
Morning work cycles (uninterrupted)	2 hours per day, 4 days per week	3 hours per day, 5 days per week	prolonged work periods, 5 days per week***
Afternoon work cycles (uninterrupted)	Not required	2-3 hours per day, 5 days a week	prolonged work periods, 4 days per week***

* Some schools are temporarily unable to meet this requirement. If a school is unable to meet this requirement, they may apply for Affiliated or Associated status.

**In the Nido and Toddler Community, this number refers to the ratio of all adults to children. In a class of 10 children, for example, there should be one trained adult and one non-teaching assistant (one adult per 5 children).

***Elementary Work Periods: At the elementary level, prolonged uninterrupted work periods are required every morning and afternoon, with an exception being one afternoon a week which may be left free to accommodate additional subjects. In practical terms, what this means is that for each elementary class, one afternoon each week may be set aside for special subject such as foreign language or physical education. Out of a possible ten work periods per week, nine must be reserved for Montessori work. Other special subjects can be scheduled in such a way that there is still an uninterrupted work period.

<https://amiusa.org/school-standards/> (June 19, 2017)

4. The Method by Which Pupil Progress in Attaining the Educational Goals Under s. 118.01 Will Be Measured

As required by chapters 118 and 121, *Wisconsin Statutes*, IMACS shall, on behalf of the District, administer the examinations under ss. 118.30(1m) and 121.02(1)(r) to pupils enrolled in the Charter School and shall cause the testing data for the Charter School to be transmitted to the District in such form as the District shall customarily transmit such data.

- 4.01 With respect to examinations required under ss. 118.30(1m) and 121.02(1)(r), the Parties hereby agree that, the Council may develop or adopt any of its own examination(s) (in addition to the Department's examination(s)) for administration to the District's pupils, and/or the Charter School's students.

- 4.02 Assessments will include, but not be limited to, the following:
 - ASPIRE
 - Student performance on the State-required assessment of knowledge and concepts ACCESS for ELL students
 - Measures of Academic Performance (MAP)

- 4.03 Other measures of student performance and school performance accountability will include, but not be limited to, the following:
 - Annual Review of Academic and Career Plans (ACPs) for students in grades 6 through 9
 - District Climate Survey
 - Quarterly Report Cards
 - Student Attendance Data
 - Student Discipline Data
 - Parent/Teacher/Student Conferences, including parent attendance data and satisfaction survey results

5. The Governance Structure of the School, Including the Method to Be Followed by the School to Ensure Parental Involvement

IMACS shall be directed by an independent Governance Council, which shall be comprised of nine (9) members. The Council will be comprised of the IMACS principal, at least two IMA, Inc. board members, one IMACS teacher, one IMACS support staff member, two community members and two IMACS parents/caregivers.

IMACS will recruit Council members with the intention of ensuring that the demographic make-up reflects that of the Madison community, including gender, sexual orientation, race, ethnicity, income level, and educational achievement. Family and community representatives will be determined by a vote among attending families, if more individuals should volunteer than are spots available. Mid-year vacancies will be filled by appointment by the balance of the Council. Members will be asked to make a minimum commitment of one calendar year.

Prior to July 1, 2018, the Council shall register as a 501(c)(3) organization and shall establish and abide by written by-laws, a copy of which shall be provided to the District and resubmitted if and when modified.

Drawing upon the rich background experiences and expertise of its diverse members, the Governance Council will support the school in attaining its vision while operating within the MMSD strategic framework. The Council shall oversee the operational, financial and educational aspects of IMACS.

5.01 The IMACS Governance Council shall have autonomy and decision making authority over:

- Budget expenditures of allocated budgets, grant funds, and funds donated specifically to IMACS
- Daily Schedule
- Curriculum and instruction
- Policies and procedures specifically unique to the daily operations of the school that are not addressed in existing MMSD policies
- Facility
- Marketing and registration including recruitment and selection of students

5.02 The Role of IMA, Inc. Isthmus Montessori Academy (IMA), Inc. is a wholly separate and independent entity from IMACS and/or the IMACS Governance Council and shall:

- Maintain its status as a registered 501(c)(3) organization separate and apart from the IMACS Governance Council
- Maintain responsibility and liability for all current and future debt incurred by IMA, Inc.
- Govern and oversee all financial aspects of the IMA daycare and three-year-old kindergarten programs
- Incur all financial liabilities and costs associated with the IMA daycare and three-year-old kindergarten program
- Avoid any comingling of financial resources across or between IMCAS and IMA, Inc.
- Conduct informational evaluations of the IMACS principal and Governance Council, specifically with regard to fidelity to AMI principles, which shall be in addition to and considered for inclusion in the formal evaluations performed by MMSD.

6. The Qualifications that Must Be Met by the Individuals to Be Employed in the School

6.01 The School Board shall employ all personnel for IMACS, and therefore, the MMSD Board's employment requirements and standards will apply to such employees.

6.02 The IMACS Principal will be an employee of the District and will be responsible for leading the day-to-day operations of IMACS in a manner that aligns with the Wisconsin Leadership Framework.

- 6.03 The Council shall be provided with the opportunity to participate in the Community Panel interview process for the hiring of a Principal as a means to provide the input regarding selection of a Principal.
- 6.04 The Chief of Schools, or his/her designee, shall supervise and evaluate the school's administrative staff, using the Wisconsin Educator Effectiveness Framework. The Chief of Schools, or his/her designee shall ensure that there is a mechanism by which the Governance Council can provide input to the Chief of Schools that may be considered in the evaluation of the school's administrative staff.
- 6.05 Individuals employed to work at IMACS will, at a minimum, hold such current licenses or permits as are applicable to charter schools and/or as are required by state law or the Wisconsin Department of Public Instruction. AMI Montessori teacher training is recognized as a pathway to licensure under Wis. Stat 118.194(1)(b). When charter school vacancies occur, the IMACS Governance Council will collaborate with the MMSD to fill the vacancy. Staff vacancies will be filled through a MMSD process that includes identifying candidates through a job description aligned with IMACS's hiring protocol, which aligns with the school's core values and pedagogy, an IMACS team interview and review by the Governance Council. Final recommendations will be made to the MMSD Director of Human Resources and the MMSD Board of Education. The Human Resources Department of the MMSD will verify an applicant's credentials and background prior to their hire. All school staff members will be employees of the MMSD, will follow all employee practices and policies of the District.
- 6.06 The following staff credentials shall be required in order to implement AMI standards with fidelity:
- The school principal shall have Wisconsin DPI certification as a principal, professional experience as a school administrator, experience at an AMI Montessori school, and AMI Montessori training at the Primary and/or Elementary level, or if the principal does not have any or all of this experience prior to being hired, then with the Council's express pre-approval, the principal can still be hired if he or she has a willingness to obtain such training prior to the beginning of the school year. In order to further success of IMACS's specific vision, candidates with experience at a Charter School and professional experience working with diverse student and family populations will be encouraged to apply. As with our instructional staff, Educational Leaders with multiple licenses and a wide range of professional experiences are preferred.
 - Lead Teachers shall be either AMI certified for the specific age range they teach or have completed more than 50% of the training, with full completion expected by the beginning of the second year. Teachers with multiple licenses, certifications, or experiences are desired.
 - Educational Assistants shall have received a Montessori Theory course that has been pre-approved by the Council or is otherwise acceptable to the Council.

- Support Staff, working in special education, psychology, diagnostics, social work, art, music, gym, or library science shall attend workshops and have opportunities for observation and discussion to support their understanding, practice and implementation of AMI principles.

6.06 IMACS staff members will remain employees of the MMSD and will retain all rights, privileges, and status as other staff members of the District.

6.07 Exceptions to any such policies, practices, or agreements must be reached with the District prior to implementation of the change. Staff shall be evaluated for job performance as required by state statute. The principal of IMACS will conduct such evaluations. All evaluations will be available for the Council and District Administration to review.

7. The Procedures That the School Will Follow to Ensure the Health and Safety of the Pupils

IMACS will follow all health and safety guidelines, policies and rules, established, now or in the future, by the MMSD. This includes, but is not limited to, conducting fire drills, severe weather shelter drills, development of a building security plan, immunization requirements, and addressing cleanliness of the site and classrooms. IMACS students will have access to the District’s health services. IMACS will comply with local, state and federal laws, regulations, and codes pertaining to the health and safety of the IMACS pupils.

8. The Means by Which the School Will Achieve a Racial and Ethnic Balance Among its Pupils That Is Reflective of the School District Population

Enrollment in IMACS is open to all students in the MMSD or those applying under the State of Wisconsin’s Open Enrollment Program. It is intended that the racial and ethnic balance at the school reflect the racial and ethnic balance in the District. Application and enrollment information must be available in English, Spanish and Hmong.

IMACS shall implement its Inclusivity Action Plan and recruitment strategy to ensure access by populations represented in the immediate neighborhoods surrounding the school’s location, who have not historically had access to Montessori education, including: low income students, students of color, highly-mobile students and unaccompanied minors, students from immigrant and non-English-speaking families, and justice-involved youth. A transportation plan shall be put in place to ensure access to a racially and ethnically diverse group of students.

IMACS is located in the immediate vicinity of several low-income housing providers, serving populations including African American communities, Latino and undocumented communities, and refugee communities from Thailand, Vietnam, and Laos.

IMACS will recruit through various efforts, including but not limited to open houses, free parenting seminars, informational booths at resource fairs and festivals, and through existing relationships with organizations with related missions such as 1800 Days, Women in Focus, and GSAFE, and through advertisements in newspapers reaching various groups of students/families.

IMACS will also implement a local neighborhood campaign. Administrators and supporters will knock on doors in the neighborhoods surrounding the school, talking to families directly, giving these families information about the strengths of the Montessori method and the most current information about the school, so they can sign up for enrollment or the lottery. IMACS will encourage these families to spread the word to friends and family, as word of mouth often outpaces advertisements and promotional material.

Rather than relying solely on direct recruitment, IMACS will also raise awareness among targeted populations by acting as meaningful partners in support of the community-wide initiatives and events. IMACS will participate as an exhibitor at the Overture Center’s International Festival, Madison’s Juneteenth Festival, MMSD’s Early Childhood Resource Fair, the Natural Parenting Expo, and other similar community-based events.

9. The Requirements for Admission into IMACS

9.01 Voluntary Participation: Because IMACS is a school of choice, participation is entirely voluntary. Students will be accepted for admission into IMACS pursuant to the procedures set forth below.

9.02 Attendance Area: IMACS does not have a designated geographic attendance area within the MMSD boundaries.

Transportation will only be provided to students whose residence is located 1) more than one and one-half (1.5) miles away from the IMACS school location and 2) within the MMSD-defined geographic attendance areas for Lakeview, Gompers, Emerson, Mendota, Hawthorne and Sandburg Elementary Schools. Acceptance of admission to IMACS for any student who resides outside of these attendance areas shall constitute acknowledgement by the parent/guardian that the parent/guardian is responsible for providing transportation to/from school for the student.

9.03 Applications for Enrollment: MMSD in conjunction with IMACS will establish a date by which all applications (“application date”) for enrollment in IMACS must be received in the MMSD Enrollment Office. Students who attended IMACS during the prior school year need not apply for admission annually and shall be granted automatic admission unless their continuous attendance is interrupted by disenrolling from the school or transferring to another school either within or outside of the MMSD.

9.04 Allocation of Seats

9.04.01 Year 1- 2018-2019

- IMACS will have a total of 170 available seats.
- IMACS will allocate 40 total available seats to students in four-year old and five-year-old kindergarten.

- IMACS will allocate 60 total available seats to students in grades 1, 2 and 3.
- IMACS will allocate 34 total available seats to students in grades 4, 5 and 6.
- IMACS will allocate 36 total available seats to students in grades 7, 8 and 9.

9.04.02 Year 2 – 2019-2020

- IMACS will have a total of 204 available seats.
- IMACS will allocate 40 total available seats to students in four-year old and five-year-old kindergarten.
- IMACS will allocate 60 total available seats to students in grades 1, 2 and 3.
- IMACS will allocate 54 total available seats to students in grades 4, 5 and 6.
- IMACS will allocate 50 total available seats to students in grades 7, 8 and 9.

9.04.03 Year 3 – 2020-2021

- IMACS will have a total of 210 available seats.
- IMACS will allocate 40 total available seats to students in four-year old and five-year-old kindergarten.
- IMACS will allocate 60 total available seats to students in grades 1, 2 and 3.
- IMACS will allocate 58 total available seats to students in grades 4, 5 and 6.
- IMACS will allocate 52 total available seats to students in grades 7, 8 and 9.

9.04.04 Year 4 – 2021-2022

- IMACS will have a total of 214 available seats.
- IMACS will allocate 40 total available seats to students in four-year old and five-year-old kindergarten.
- IMACS will allocate 60 total available seats to students in grades 1, 2 and 3.
- IMACS will allocate 60 total available seats to students in grades 4, 5 and 6.
- IMACS will allocate 54 total available seats to students in grades 7, 8 and 9.

9.04.05 Year 5 – 2022-2023

- IMACS will have a total of 220 available seats.
- IMACS will allocate 40 total available seats to students in four-year old and five-year-old kindergarten.

- IMACS will allocate 60 total available seats to students in grades 1, 2 and 3.
- IMACS will allocate 60 total available seats to students in grades 4, 5 and 6.
- IMACS will allocate 60 total available seats to students in grades 7, 8 and 9.

9.04.06 If the total number of students applying for admission to any of the grade bands set forth in subsection 9.04.01 through 9.04.05, above, exceeds the number of available seats a random lottery shall be conducted by the MMSD Enrollment Office to determine which students shall be admitted and which students shall be placed on the wait lists.

9.04.07 Wait lists shall be created for each grade band as necessary and appropriate based on the number of applicants and number of available seats. Wait lists created pursuant to this section shall remain in place and shall be used to fill vacancies that arise in any grade band classroom until and including the first day of the 3rd quarter. Following the first day of the 3rd quarter, the wait list shall dissolve and no additional transfers into IMACS will be approved for the remainder of the school year, except through the appeal process identified in MMSD Board Procedure 4023.

9.05 Lottery Preferences: Prior to running the random lottery as set forth in section 10.04, above, priority will be given to applicants in the following order.

9.05.01 Sibling Preference - Applicants who are siblings of students who 1) are currently attending IMACS during the application period; and 2) will continue to be enrolled in IMACS in the following school year, shall be granted admission as a first priority. This preference shall be in effect in Years 2 through 5.

9.05.02 Other Preferences- Admissions based on the following preferences shall not exceed ten percent (10%) of IMACS's total enrollment in any year and shall be applied in the following order of preference:

9.05.02.01 Founders Preference- Applicants who are children of the "Founders" of IMACS, as defined herein, shall be granted admission as a second priority so long as the total number of applicants being granted priority under this preference does not exceed ten percent (10%) of the total school enrollment. If the total number of applicants who are eligible for this preference exceeds 10% of the total school enrollment, applicants shall be selected for admission using a random lottery. Those not selected through this lottery shall be added to the general lottery run

pursuant to subsection 9.04.06, above. The following individuals are designated as “Founders:”

Melissa Droessler
Carrie Marlette
Fratney Miller
Tim Peerenboom
Georgia Lieber
Nick Kamphaus
Ali Muldrow

9.05.02.02 Full-time Employee Preference - If the total number of students granted admission pursuant to the Founders Preference, above, does not exceed 10% of the total school enrollment, applicants who are children of then-current full-time (1.0 FTE) IMACS employees shall be granted admission as a third priority. If the total number of applicants who are eligible for this preference, when added to the number of applicants admitted pursuant to the Founders Preference exceeds 10% of the total school enrollment, applicants shall be selected for admission using a random lottery. Those not selected through this lottery shall be added to the general lottery run pursuant to subsection 9.04.06, above.

9.05.02.03 If the total number of students granted admission pursuant to the Founders Full-time Employee Preferences, above, does not exceed 10% of the total school enrollment, applicants who are children of then-current members of the Governance Council shall be granted admission as a fourth priority. If the total number of applicants who are eligible for this preference, when added to the number of applicants admitted pursuant to the Founders and Full-time Employee Preferences exceeds 10% of the total school enrollment, applicants shall be selected for admission using a random lottery. Those not selected through this lottery shall be added to the general lottery run pursuant to subsection 9.04.06, above.

9.06 Applications Received After Application Date: In the event additional applications are received after the application date, those applicants shall be admitted in the order received (if seats are available), or added to the end of the wait list established after running the general lottery in the order received (if seats are unavailable).

9.07 Annual Review: The IMACS Governance Council, or a designee thereof, shall meet annually to review with the MMSD Administrative Team the designation and definition of IMACS's primary attendance area, the transportation zone and applicable admission requirements.

10. The Manner in Which Annual Audits of the Financial and Programmatic Operations of the School Will Be performed

The MMSD Board or its designee will conduct an annual financial audit of the financial operations of IMACS. The auditing firm chosen to conduct the annual financial audit shall be at the discretion of the MMSD. All financial operations of the School must be in accordance with the Department of Public Instruction's and District's policies, practices, account structures and rules, unless expressly granted a waiver from them by the District. At all times during the term of this contract, the financial operations of IMA, Inc. shall remain wholly separate and apart from IMACS. No District funds, unless specifically authorized shall be distributed to IMA, Inc., or used by IMA, Inc., in any manner not explicitly specified and/or approved by the MMSD.

The MMSD Board or its designee will provide an annual audit of the programmatic and financial operation of IMACS as part of the District's programmatic evaluation of all District schools. IMACS shall follow the MMSD School Improvement Planning (SIP) Process. As part of the SIP process, IMACS may hire independent experts with a background in the IMACS pedagogical programming to act as friendly observers. If IMACS hires such experts, the experts shall be used in lieu of the friendly observers that would be selected by the MMSD. If IMACS does not hire independent experts, MMSD will follow its normal procedures regarding the selection and use of independent friendly observers.

11. The Procedures for Disciplining Pupils:

The pupils who are enrolled in IMACS shall be subject to the MMSD Board policies and procedures related to student discipline. Students will be held accountable for their actions and behavior at the IMACS and are expected to comply with the District's Behavior Education Plan and applicable policies. The Principal, teachers and students will be subject to policies established by the District for maintaining decorum in the classroom, on the IMACS site and during any school-sponsored activities, regardless of location, in order to provide an appropriate educational and safe environment for all staff and students.

12. The Public School Alternatives for Pupils Who Reside in the School District and Do Not Wish to Attend or Are Not Admitted to the Charter School

Under s. 118.40(6), *Wisconsin Statutes*, no pupil may be required to attend the Charter School. Students who reside in the District and do not wish to attend the Charter School remain eligible to attend other schools within the District subject to attendance areas defined by the District. Students who do not wish to attend or who are not admitted to IMACS will be entitled to attend the non-charter MMSD school designated for their residence.

13. A Description of the School Facilities and the Types and Limits of the Liability Insurance That the School Will Carry

13.01 IMA is shall be located at 1402 Pankratz Street, near the intersection of Aberg and Packers Avenues.

IMA, Inc. serves as the current leaseholder and at the time of the signing of this Agreement holds a five-year lease with the exclusive option to expand into the entire building, 35,000 square feet, when enrollment supports expansion. IMA, Inc. currently leases only 10,000 sq ft of the building; 9,000 is in use by students. IMA, Inc, shall sub-let the property to the IMACS Governance Council and MMSD.

The development of this space from its former office use into functional classrooms was accomplished with a construction loan to IMA, Inc., which is additionally secured by IMA's founders as individuals. Under no circumstances shall service of this debt, or any other debt held by IMA, Inc., transfer to MMSD or to any other party.

IMA, Inc. shall retain control over approximately 2,500 sq ft of the facility, which will continue to be occupied solely by the infant and toddler programs and shall not be part of the charter school.

13.02 MMSD will provide the same type and limits of liability insurance for IMACS operations as an instrumentality of the School District that it provides for the operations of other MMSD schools and their employees, authorized volunteers, etc.

14. The Effect of the Charter School on the Liability of the School District

IMACS is an instrumentality of MMSD and, as such, is covered under the District's general liability policy. The MMSD Board shall assume the liability of the Charter School in the same manner and to the same degree the MMSD Board assumes the liability with regard to its other schools, school programs, school employees, school volunteers, etc. The MMSD is not agreeing by this contract to indemnify or hold harmless IMACS or its Council for their own liability for their own acts or omissions. Similarly, IMACS is not agreeing by this contract to indemnify or hold harmless the MMSD or its Board for the acts or omissions of the School District.

15. Mediation of Disputes

15.01 This Section applies solely to disputes over the interpretation and application of the terms of the Parties' mutual rights and obligations under this contract. Day-to-day administration of the terms of this contract shall be a joint function and responsibility of the Council and its designees and the School Board and its designees. Where the Parties' designees are unable to resolve a dispute over a significant and substantial provision of the contract, and prior to taking the dispute to the School Board or to any other forum for resolution, the Parties'

designees may consider seeking assistance from a mutually acceptable neutral mediator.

- 15.02 The mediator shall have no power to compel action by either Party, but shall facilitate settlement discussions between the Parties. If the Parties' designees are unable to resolve the dispute with the mediator's assistance, the mediator may submit a non-binding written recommendation that offers an opinion concerning the proper interpretation of the contract. Any written recommendation from the mediator shall be provided to the School Board if the matter is brought to the School Board for action. The Parties' meetings with the mediator and any written recommendation from the mediator shall be considered privileged settlement discussions in any subsequent litigation between the Parties.
- 15.03 The Parties may determine by mutual agreement that a dispute concerns a "significant and substantial" provision of the contract and that the dispute is amenable to mediation. However, in the event the Parties are unable to agree that a specific dispute is amenable to mediation, each Party shall individually be entitled to compel mediation over one issue during each school year covered by this contract, and whenever a Party seeks to exercise its right to compel mediation the opposing party shall have the right to select the mediator in the event the Parties are unable to agree on the selection of the mediator.
- 15.04 The Madison Metropolitan School District shall pay the cost of the services of mediators appointed pursuant to this provision, not to exceed a total of \$1,000 in any one school year. In the event this \$1,000 cap has been reached in any one school year, the School District may condition any further efforts at mediation on the availability of a mutually acceptable mediator who does not charge a fee.

16. Collaboration, Coordination and Cooperation

The MMSD Board and its designees will collaborate with the IMACS Principal and Governance Council to assist the Charter School with its planning for the operation of the charter school consistent with the terms of this contract. The Chief of Schools, or his/her designee, shall serve as the primary liaison to IMACS, and the IMACS Governance Council President shall act as the primary liaison to the MMSD Board/administration.

17. Students with Special Needs

IMACS is a public school committed to serving children with disabilities whether such children are previously or newly identified as children with disabilities. IMACS will follow the MMSD's special education plan and program, including the provision of alternative assessment procedures that follow District, state and federal special education laws and policies. Through its policies and procedures, IMACS will comply with the requirements of the Individuals with Disabilities in Education Act (IDEA), Section 504 of the Rehabilitation Act, and the applicable provisions of Subchapter V of Ch. 115, *Wisconsin Statutes*, including but not limited to, identifying, evaluating, planning programs and services and providing a free and appropriate public education (FAPE) as required by those laws.

18. Amount to Be Paid to the Charter School During Each School Year of the Contract

18.01 A five-year Expenditure Budget Model is attached to this Contract (*See Exhibit A*) and is incorporated by reference. Exhibit A is a Budget Model and is subject to changes and modifications based on the District’s changing financial circumstances.

IMACS shall annually submit a plan for the expenditure of said funds showing MMSD its best estimate of its proposed total expenditures and liabilities for administering the Contract during the upcoming period of July 1 to June 30 in accordance with the District’s established budget workbook due dates and timelines. Operational funds shall be available to IMACS at the same time and in the same manner they are made available to other schools within MMSD. IMACS may shift allocations in a manner that differs from other District schools. Such shifts may only be done in consultation with the Assistant Superintendent for Business Services or his designee and must be approved by the Chief of Schools, or his/her designee.

18.02 The Charter School shall be eligible to receive remedial services, IT services, student support services, and testing/assessment services available to other schools in the District, with the distribution of such resources to be determined in a manner consistent with the distribution of such resources to other programs in the District.

18.03 As an independent entity, IMACS has the discretion to apply for and independently administer grant resources beyond those that involve the MMSD, so long as acceptance of such grants do not conflict with MMSD policies, state or federal law.

18.04 As part of its proposal and draft budget, elements of which have been incorporated into Exhibit A, IMACS has made a commitment to obtain financial support from IMA, Inc. and fundraise specific amounts in each of the five years set forth in Exhibit A. These funds are to be used for and/or expended on items and expenses set forth in Exhibit A. On or before March 1st of each year, IMACS shall evidence to the District that it has collected, already expended, and/or has access to the amounts set forth in Exhibit A in the rows identified as “Financial Support from parent organization, IMA, Inc.” and “Fundraising and Financial Support” for the upcoming year. For example by March 1 2018, IMACS shall demonstrate to the District that it has collected, expended or will have access to \$120,000 from IMA, Inc. and \$60,000 from fundraising and foundation support for the 2018-2019 school year. A failure to meet the targeted amounts in either of these two areas for a single school year will result in the District developing a preliminary budget for the following fiscal year in accordance with Exhibit A less the amount not secured for the prior year. For example, if IMACS only secures \$40,000 in fundraising and foundation support for 2018-2019, the District will develop the 2019-2020 budget to reflect this shortfall. Failure to meet the

targeted amounts in one or both of these two areas for two years in a row may result in the revocation of this Agreement during the current term for good cause.

- 18.05 Three-year-old Kindergarten (3K)- As set forth in Exhibit A, IMA, Inc. shall provide reimbursement to the District for one-third of the cost of the 3K-5K classroom teacher. The District does not provide three-year-old kindergarten and will not take on any financial responsibility for providing such programming. However, the practical considerations regarding hiring, evaluation and payroll for this position have resulted in the District agreeing to perform the HR functions on behalf of IMACS. The amount set forth in Exhibit A in the row identified as “3k Tuition/IMA reimbursement (cover 3K classroom teacher %),” which shall be directly payable to the District, includes a two and one-half percent (2.5%) annual administrative fee.

19. Sustainable Funding Commitments

MMSD has made an ongoing commitment to continue to fund and support this school. The Council will assume responsibility for approving the IMACS annual operating budget, grant applications, and fundraising activities. IMACS will be allocated funds on a per-pupil basis in the same manner as other MMSD schools. MMSD will allocate any federal and state formula funds that the IMACS is eligible for (e.g. Carl Perkins, ESEA, etc.) according to those federal and state funding guidelines.

20. Exemptions for State Statutes and Rules and MMSD School Board Waivers:

IMACS is not currently seeking any statutory waivers. Additionally, IMACS is not seeking any waivers to Board of Education policy or the MMSD handbook. IMACS may, at a later time and via a written request to the MMSD, request future waivers from the MMSD School Board.

21. Nonsectarian and Non Discrimination

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

IMACS will not deny admission or participation in any program or activity on the basis of a person’s sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability. IMACS is a public school committed to serving children with disabilities whether such children are previously or newly identified as children with disabilities. IMACS will follow the MMSD’s special education plan and program, including the provision of alternative assessment procedures that follow District, state and federal special education laws and policies. Through its policies and procedures, IMACS will comply with the requirements of the Individuals with Disabilities in Education Act (IDEA), Section 504 of the Rehabilitation Act, and the applicable provisions of Subchapter V of Ch. 115, *Wisconsin Statutes*, including but not limited to, identifying, evaluating, planning programs and services and providing a free and appropriate public education (FAPE) as required by those laws.

22. Revocation of the Charter During the Term of This Contract

The Charter for IMACS may be revoked and this Contract with IMAC to operate a charter school may be terminated during the term of the Contract by the MMSD Board if the MMSD Board finds that any of the following has occurred:

- 22.01 The Charter School violated its Contract with the MMSD Board;
- 22.02 The pupils enrolled in the Charter School failed to make sufficient academic progress under *Wisconsin Statutes* § 118.01;
- 22.03 The Charter School failed to comply with generally accepted accounting standards of fiscal management.
- 22.04 For good cause, including a failure to meet fundraising obligations, as set forth in subsection 18.04, above, or evidence that District funds were inappropriately transferred to or comingled with IMA, Inc.

23. Annual Academic Accountability Plan

By no later than August 30 of each year, IMACS shall submit to MMSD an academic accountability plan that is consistent with the MMSD’s Strategic Framework and sets forth, in measurable terms, academic goals for IMACS in the following school year. This requirement may be satisfied through participation in the District’s established school improvement process and the submission of a School Improvement Plan (SIP). The 2018-2019 school year shall establish the school’s performance baseline upon which future goals will be determined. IMACS must minimally set annual performance goals that are in alignment with the minimum recommendations set forth in the SIP process. SIP focus groups shall be determined in consultation with the District and particular weight shall be placed on IMACS’s ability to close any performance gaps between African American/Black students and white students, as may be identified during the 2018-2019 school year.

Progress toward the academic goals set forth therein shall be considered as part of any future renewal process.

24. Annual Academic Accountability Progress Report

By no later than August 30 of each year, IMACS shall submit a school performance report to MMSD that states how the school has made progress on the goals identified in the academic accountability plan established the prior year. This requirement may be satisfied through the District's School Profile document that includes the results of the school's SIP goals, provided it is posted on the schools website.

25. Contract Renewal

- 25.01 Pursuant to Sec. 118.40, *Wisconsin Statutes*, the IMACS Charter School Contract may be renewed for any term not exceeding five (5) school years.

- 25.02 If the Council wishes to petition the Board to consider renewal of the IMACS Charter School Contract, the Council must inform the Board of its intent to seek renewal by no later than June 30, 2021. The Council must submit a draft application for renewal to the appropriate administrative team on or before August 31, 2022 and final application to the Board on November 1, 2022.
- 25.03 Such renewal application shall be in the form and format required by the District and shall minimally include evidence of student performance using the SIP plan, as set forth in section 25, above. The failure of IMACS to meet the established student performance goals set forth in the annual SIP plan, pursuant to the process set forth in section 23, above, shall result in a rebuttable presumption of nonrenewal. The presumption of nonrenewal may be rebutted with other evidence of student performance and improvement, including performance on measures set forth in section 4, above, and/or a root cause analysis of the underlying cause of the failure to achieve the established performance improvements and a plan to address such identified root causes.
- 25.04 If the Council submits a final renewal application on or before November 1, 2022, the Board shall make a determination whether to renew the IMACS Charter School Contract by no later than January 30, 2023.

26. Term

The term of this Agreement shall be for the period of July 1, 2018 through June 30, 2023.

Actions may be taken by both parties prior to July 1, 2018 in order to ensure a successful inaugural IMACS class. Such actions include and are limited to, unless otherwise agreed to by the parties, the acceptance of student applications, implementation of the inaugural student lottery, the District's winter/spring school-based budgeting and workbook process, and the posting of positions and hiring of staff.

27. Status as an Instrumentality of MMSD

IMACS shall be an instrumentality of the Madison Metropolitan School District.

28. Applicable Law

This contract shall be governed by the laws of the State of Wisconsin and, to the extent applicable, the laws of the United States.

29. Partial Invalidity

If any provision of this contract or any specific application shall be invalid or unenforceable, the remainder of the contract, or the application of other provisions, shall not be affected and all remaining provisions of the contract shall be valid and enforceable to the extent permitted by law.

30. Entire Agreement

This is the entire agreement of the Parties with respect to the subject matter hereof. The agreement shall not be amended except by written document that is approved and signed by both Parties hereto. This agreement is binding upon the Parties hereto and their successors and assigns. This contract contemplates no third-party beneficiaries with any enforceable rights or obligations under this contract.

31. Tuition

As expressed in Chapter 118.40, *Wisconsin Statutes*, IMACS shall not charge tuition.

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

ISTHMUS MONTESSORI ACADEMY
CHARTER SCHOOL

MADISON METROPOLITAN SCHOOL DISTRICT

Name

Name

Title

Title

Date

Date

Name

Title

Date