

**CHARTER SCHOOL CONTRACT  
BETWEEN  
CITY OF MILWAUKEE  
AND  
DOWNTOWN MONTESSORI ACADEMY, INC.**

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**CHARTER SCHOOL CONTRACT  
BETWEEN  
CITY OF MILWAUKEE  
AND  
DOWNTOWN MONTESSORI ACADEMY, INC.**

**THIS CONTRACT** made by and between the City of Milwaukee, acting by its Common Council, (hereinafter, "City"), 200 East Wells Street, Milwaukee Wisconsin, 53202, and Downtown Montessori Academy Inc., 2507 South Graham Street, Milwaukee, Wisconsin 53207 (hereinafter, "Charter School").

**WHEREAS**, City is authorized by Wis. Stat. § 118.40 (2r), to initiate a contract with an individual or group to operate a school as a Charter School; and

**WHEREAS**, City and Charter School entered into a first 5-year Charter School beginning with the 1998-1999 school year and ending with the 2002-2003 school year; and

**WHEREAS**, City and Charter School entered into a second 5-year Contract beginning with the 2003-2004 school year and ending with the 2007-2008 school year; and

**WHEREAS**, City and Charter School entered into a third 5-year Contract beginning with the 2008-2009 school year and ending with the 2012-2013 school year; and

**WHEREAS**, the Charter School Review Committee (hereinafter, CSRC) at its meeting of September 24, 2012 voted unanimously to recommend that the City enter into a contract with Charter School for a 5-year period beginning with the 2013-2014 school year and ending with the 2017-2018 school year; and

**WHEREAS**, the Steering and Rules Committee of the Common Council of the City of Milwaukee on November 15, 2012 voted to accept the recommendation of the CSRC and refer the matter to the full Common Council; and

**WHEREAS**, the Common Council on November 27, 2012, voted to accept the recommendation of the CSRC and the Steering and Rules Committee and to authorize the appropriate City officials to enter into this contract with Charter School.

**NOW THEREFORE**, the parties agree as follows:

**I. CHARTER SCHOOL HEREBY AGREES TO:**

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

Charter School shall be in charge of the person named in the Programmatic Profile (kept on file in the Office of the City of Milwaukee Department of Administration and incorporated herein by

reference as Appendix A). The manner in which administrative services will be provided shall be in accordance with Appendix A.

**B. A description of the educational program of the school.**

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.

**C. The methods the school will use to enable pupils to attain the educational goals under Wis. Stat. § 118.01.**

Charter School shall use the methods described in Appendix A to enable pupils to attain the educational goals listed in Wis. Stat. § 118.01.

**D. Charter School shall use the following local measures and standardized tests to measure pupil progress under Wis. Stat. § 118.01.**

Charter School shall meet or exceed such academic performance standards as may, from time to time, be established by CSRC and communicated in writing to Charter School. In addition, Charter School shall use the following standardized tests and local measures to measure pupil progress under Wis. Stat. § 118.01.

- LOCAL MEASURES

Charter School shall use the local measures described in Appendix A and the school's annual learning memo to measure pupil progress under Wis. Stat. § 118.01.

- STANDARDIZED TESTS

Charter School shall administer such standardized tests as may be required under Wis. Stat. § 118.40(2r)(d), the No Child Left Behind Act, 20 U.S.C. § 6301 *et seq.*, or other law.

In those grade levels in which standardized testing is not required under Wis. Stat. § 118.40(2r)(d), the No Child Left Behind Act, 20 U.S.C. § 6301 *et seq.*, or other law, or in which only a standardized reading test is required, Charter School shall administer such standardized tests as may be required by CSRC.

Charter School shall report the results of standardized tests to CSRC, or its designee, in such manner as CSRC may determine.

Charter School shall pay all costs incurred in the administration, scoring and reporting on results of all tests, including those required under Wis. Stat. § 118.40(2r)(d)(2.).

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

- INCORPORATION

| Charter School is incorporated under Chapter 181 of the Wisconsin Statutes as a non-profit nonsectarian corporation. Charter School is exempt from federal income tax under 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3). Charter School shall immediately notify City if there is a change in status in this regard. City reserves the right to terminate this Contract due to a change in status.

- GOVERNANCE STRUCTURE

| The governance structure of Charter School shall be that set forth in Appendix A. Charter School shall notify City 30 days prior to any anticipated change in the governance structure or governing board members of the school. The City reserves the right to reject any proposed change of the governance structure or governing board members.

- PARENTAL INVOLVEMENT

| Charter School shall employ the methods described in Appendix A to ensure parental involvement.

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

Charter School shall ensure that instructional staff of Charter School all hold a license or permit to teach issued by the Wisconsin Department of Public Instruction (hereinafter, "DPI").

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

Charter School shall comply with all applicable Federal, State and local health and safety requirements. Charter School shall ensure that all of its pupils comply with Wisconsin immunization requirements.

**H. The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of City's school-age population.**

Charter School shall periodically advertise its nondiscrimination policy. Charter School shall target its marketing efforts in neighborhoods which may be underrepresented in Charter School's pupil population.

**I. The requirements for admission to the school.**

Pupils who are enrolled in the Charter School Program shall reside in the City of Milwaukee.

If more pupils apply for admission than can be accommodated, Charter School shall admit pupils on the basis of a lottery. However, continuing pupils and their siblings and children of current

employees of Charter School may be given preference in admission and do not need to be included in the lottery process.

Charter School shall maintain pupil data base information 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.

Charter School shall submit to CSRC a copy of all documentation Charter School submits to DPI concerning pupil counts.

**J. The manner in which annual audits of the financial and programmatic operations of the school will be performed.**

Charter School agrees to comply with the same federal and state audit requirements as do other public schools in the state.

• **ANNUAL AUDIT REQUIREMENTS**

1. CSRC or designee and City Comptroller or designee shall have full access to all books and records during normal business hours and upon reasonable notice. Charter School shall retain all such books and records for a period of at least six (6) years.
2. Charter School shall submit to CSRC or designee and/or City Comptroller or designee on or before the last day of the 4<sup>th</sup> month after fiscal year end the following:
  - a) A complete set of audited financial statements prepared in accordance with Generally Accepted Accounting Principles, including a Statement of Financial Position and the related Statements of Activities, Cashflows and Functional Expenses for the fiscal year then ended, together with full footnote disclosure. The audit shall be conducted by an independent auditor licensed to practice in Wisconsin in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States.
  - b) The auditor will also issue a Report on its consideration of internal controls over financial reporting and compliance with all City of Milwaukee Charter School financial reporting requirements.
  - c) The auditor shall also assess the completeness and reasonableness of the Charter School long range business plan and budget including projected enrollments, costs and related assumptions.
  - d) The auditor shall also attest to the validity of Charter School enrollment and pupil eligibility as represented in Charter School records and reports, applying appropriate State of Wisconsin requirements and AICPA (American Institute of CPAs) attestation standards.

Notwithstanding other provisions of this Contract, City retains the right, with approval of the Common Council, to terminate the Charter Contract should such auditor's opinion be anything other than unqualified.

3. In all contract auditor representations regarding Charter School's financial reporting, such auditors will certify that they have complied with the relevant AICPA standards for attestation engagements as contained in SSAE (Statement on Standards for Attestation Engagements) pronouncements.
4. All management letters and all other reports of an independent auditor transmitting reportable conditions or advice to management or reviewer related to Charter School must be submitted to CSRC or designee and City Comptroller or designee within 15 days of receipt.
5. Single audit reports, prepared in accordance with The Single Audit Act of 1996 if applicable, must be submitted to CSRC or designee and/or City Comptroller or designee on or before the last day of the 4<sup>th</sup> month after fiscal year end.

• FISCAL AND OPERATIONAL MONITORING REQUIREMENTS

6. Each year, Charter School shall provide the following:
  - a) Not less than 30 days prior to the first day of school, or August 1<sup>st</sup>, whichever is sooner, a letter signed by an appropriate bank official committing to a line of credit of not less than \$50,000.00. Alternately, other evidence of adequate liquidity may be provided.
  - b) Not less than 30 days prior to the first day of school, or August 1, 2013, whichever is sooner, Liability Insurance contract or certification of adequate insurability for the fiscal year.
  - c) Charter School agrees to assist CSRC designees in assessing Charter School educational performance and financial status, respectively. These assessments are expected to annually cover the reasonableness of academic achievement and programmatic results reported by Charter School as well as various aspects of financial performance. Charter School assistance could take the form of interviews, provision of data, access to all appropriate records and other assistance consistent with the purpose of the above assessments. Such reports as prepared by CSRC designees are to be completed within 75 days of the end of the school year. Such other performance reports as necessary will additionally be required during the school year. CSRC designees will plan work with Charter School staff so as to minimize any interruption with the educational activities of Charter School. Such reports will be used in determining the exercise of renewal options for Charter Contract. City retains the right to terminate this Contract upon receipt and review of such performance reports. Charter School shall also participate in a fraud questionnaire to be conducted by ML Tharpes.
  - d) On August 1<sup>st</sup> and November 1<sup>st</sup>, the Annual Cash Budget, revised or confirmed as unchanged.



7. Beginning with the completion of the first month of the school year and monthly thereafter, Charter School shall prepare and submit to CSRC and City Comptroller the following:
  - **End of Month Cash Balance Report:** Provides monthly cash budget for each month of the fiscal year and compares budget to actual receipts, disbursements and cash balance for each month in the fiscal year to the current month. Also includes "comments." Signed and dated by financial officer and Executive Director and received by the 20<sup>th</sup> calendar day following the end of the prior month.
  - **Quarterly Report of Income and Expense with Comparison to Budget.** Presented in same line item format as original budget. Signed and dated by the financial officer and Executive Director and received by the 20<sup>th</sup> calendar day following the end of the previous three month period.
8. **Material Event Notice.** Written Notice is required of each Charter School within 10 calendar days of:
  - Any major event having a clear and material impact on the school's current or future fiscal status.
  - Any legal action taken against the school, or its major officers (Board members, Principal, CEO, CFO, etc.)
  - Any changes in executive staff including Principal, CEO or CFO.
  - Any Board member removals or resignations.
  - Any instance of a delay or deferral of staff payroll extending beyond one calendar week.
  - Delinquent accounts payable exceeding 10% of the school's annual budget.

**Failure to comply with this Material Event Notice requirement may result in revocation of the school's charter status.**

9. **Intervention Monitoring of Financial Status.** At the discretion of the CSRC and based upon the level of compliance with the above requirements and the recommendations of the Committee's financial management consultant, additional requirements may be imposed upon a charter school. These may include the following:

- **Immediate School-wide Management & Internal Controls Review** to assure that books are auditable, controls are sufficient to conduct on-going business, and that no “going concern” issues exist. The CSRC may revoke a Charter if books are unauditable, no cash – line of credit, lack of required financial reports, etc. Immediate probation may also result.
- As a result of above review, a **Scheduled Actions to Correct Financial Deficiencies Report** may be required of the school, with corrective actions to be taken and a timetable. CSRC will consider whether to accept and act on report.
- **Monthly financial statement** – shorter time interval, if required by CSRC. This includes balance sheet, income statement and receipts and disbursements.
- All on-going monitoring requirements must continue to be fulfilled.

**Negative Assurance Certification.** Within 30 days following completion of each fiscal year, the Charter School shall certify to the CSRC that no material event not previously disclosed (as required under #9 above) has occurred during the just completed fiscal year. This communication is to be signed by the Charter School Executive Director and Chair of the Board of Directors of the Charter School.

**K. The procedures for disciplining pupils.**

Charter School shall adhere to the procedures for disciplining pupils set forth in Appendix A.

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

As required by Wis. Stat. § 118.40(6): “Program voluntary. No pupil may be required to attend a charter school without his or her approval, if the pupil is an adult, or the approval of his or her parents or legal guardian, if the pupil is a minor.” A pupil who is a resident of the City of Milwaukee, who does not choose to attend Charter School, may attend a school operated and managed by the Milwaukee Board of School Directors.

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

Charter School shall locate an appropriate school facility. Prior to committing itself to the facility, Charter School shall notify CSRC and CSRC shall view the facility to ascertain its appropriateness to operate the Charter School contracted for under this Contract.

Charter School shall ensure that the facility in which its program is conducted is adequate to serve the pupil population set forth in Appendix A and that the facility meets all local, state and federal laws, codes, rules and regulations pertaining to health and safety that apply to public schools in

Wisconsin cities of the first class. Charter School shall assume full responsibility for the cost of providing and maintaining this facility.

In the event Charter School anticipates relocating its school, Charter School shall notify CSRC 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. CSRC shall view any new facility to ascertain its appropriateness to operate the Charter School contracted for under this Contract.

Charter School shall obtain, at least 30 days prior to the start of the first day of pupil attendance, an occupancy permit for school usage to provide the educational program under this Contract.

Charter School shall comply with all laws and regulations pertaining to asbestos abatement that may apply to Charter School.

- INDEMNIFICATION

Charter School shall be required to defend, indemnify and hold harmless City, its agents, officers, and employees (the "indemnitee") from and against any and all actual or alleged claims, demands, actions, causes of action, damages and claims of any kind, including, but not limited to, for bodily injuries, personal injuries, contingent liabilities or damages and reasonable attorney fees, arising out of or in any way related to or associated with, or arising from the services rendered under this Contract or the operation of the Charter School Program, that are or may be brought or maintained by any individual or entity against the indemnitee. This indemnification obligation shall include any actual or alleged claims or causes of action of any kind against the indemnitee due to its decision to award a contract to Charter School.

This indemnification obligation shall not be reduced in any way by the existence or nonexistence, limitation, amount or type of damages, compensation or benefits payable under worker's compensation laws or other insurance provisions. Under no circumstances is the indemnitee's recovery limited due to the fact that City is named as an additional insured under any of Charter School's insurance policies. Charter School agrees to accept tender of the defense of any claim or action against City falling within the scope of this indemnity.

- INSURANCE

Charter School understands and agrees that financial responsibility for claims or damages to any person, or to Charter School employees and agents, shall rest with the Charter School. Charter School shall effect and maintain insurance coverage, including, but not limited to, Worker's Compensation, Employer's Liability, Commercial General Liability, Contractual Liability, Automobile Liability, Errors and Omissions Coverage, Directors and Officers Liability, Employment Practices Liability, and Umbrella Liability to support such financial obligations.

A certificate of insurance acceptable to City evidencing the aforementioned insurance requirements is to be provided to CSRC. Certification shall state that the insurance policies

issued to the Charter School meet the requirements as outlined below and protects the school against such risks of loss and in such amounts as are ordinarily and customarily insured against by similar educational institutions engaged in the same or similar activities and similarly situated.

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

The minimum insurance requirements that City necessitates from Charter School shall be:

**General Requirements**

- All policies shall state that the City shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Charter School insurers providing the coverage required by City for the duration of this Contract.
- Insurance companies must be acceptable to City and must have a current A.M. Best rating of A- VIII or better.
- All policies, with the exception of the School Leaders' Errors and Omissions, the Directors and Officers Liability and the Employment Practices Liability policies, shall be written on an occurrence form.
- The Charter School shall, at least once every three years, have a written risk management and insurance evaluation by a risk or insurance consultant.

**Worker's Compensation and Employer's Liability**

Worker's Compensation	Statutory Coverage
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

- Employer's Liability at limits noted above or higher limits if needed to meet Umbrella underlying insurance requirements.
- Coverage shall be modified to include a Waiver of subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

**Commercial General Liability (1)**

Commercial General Liability	\$1,000,000 each occurrence
General Aggregate	\$2,000,000 aggregate
Personal & Advertising Injury Limit	\$1,000,000 each occurrence
Products - Completed Operations Aggregate	\$2,000,000 aggregate
Medical Expense	\$ 5,000 each person

- Coverage must be on an occurrence basis – claims-made will not be accepted.
- Coverage must be equivalent to ISO form CG0001 or better.

- The City of Milwaukee shall be added as an additional insured using ISO form CG2026 or its equivalent.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
- Coverage will apply on a primary and non-contributory basis. We suggest the following wording:

“If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance.”

- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.
- Coverage shall not have any exclusions, sub-limits, or restrictions as respects coverage for sexual abuse and molestation, corporal punishment, athletic events, and use of athletic equipment.

#### Auto Liability (1)

Combined Single Limit	\$1,000,000 each accident
Uninsured/Underinsured Motorists	\$1,000,000 each accident
Medical Expense	\$ 5,000 each person

- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
- If the Charter School owns or leases any vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or leased vehicles then coverage must be for Hired and Non-Owned Autos (Symbols 8 and 9).
- Coverage shall include contractual liability for risks assumed in this contract.
- If the Charter School contracts for student transportation, a copy of the transportation company’s insurance certificate must be included.

#### Umbrella (Excess) Liability (1)

Umbrella (excess) Liability	\$5,000,000 per occurrence
	\$5,000,000 aggregate

- The Umbrella Liability insurance shall provide coverage excess of the Employer’s Liability, Commercial General Liability, Auto Liability and School Leaders’ Errors and Omissions Coverage.

#### Crime Insurance

Crime Insurance

Limit: See below

- Crime Insurance, in the form of a Commercial Crime Policy, providing coverage for Employee Dishonesty, On Premises, In Transit (Theft Disappearance and Destruction Coverage Form and Robbery and Safe Burglary Coverage Form), Forgery/Alteration, Computer and Funds Transfer Fraud
- Limit shall be carried for fifty percent (50%) of the total annual program costs of Charter School.
- Such insurance may be written with a deductible; however, such deductible shall not exceed \$5,000.
- The City shall be named as loss payee with respect to losses involving property or funds provided under this Contract by DPI.
- This policy is to cover all employees, officers, volunteers, and board members of Charter School and all of Charter School's contractors or subcontractors handling money, securities or other property of Charter School.

**School Leaders' Errors and Omissions (1)**

Limits	\$1,000,000 each claim or occurrence
	\$2,000,000 aggregate

- The policy shall not contain a punitive damages exclusion.
- If written on a claims-made basis, the retroactive date shall be the date the Charter School first began.
- If written on a claims-made basis, the policy shall contain an extended reporting endorsement of at least two years which will be exercised in the event of cancellation or non-renewal of the policy unless the replacement policy contains the original retroactive date.
- Such insurance may be written with a deductible; however, such deductible shall not exceed \$5,000.

**Directors and Officers Liability (2)**

Limits	\$2,000,000 each claim or occurrence
	\$2,000,000 aggregate

- The policy shall not contain a punitive damages exclusion.
- The pending and prior date shall be the date the Charter School first began.
- The policy shall contain an extended reporting endorsement of at least two years which will be exercised in the event of cancellation or non-renewal of the policy unless the replacement policy contains the original pending and prior date.
- Such insurance may be written with a deductible; however, such deductible shall not exceed \$5,000.

## Employment Practices Liability (2)

Limits	\$2,000,000 each claim or occurrence \$2,000,000 aggregate
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- The policy shall not contain a punitive damages exclusion.
- The pending and prior date shall be the date the Charter School first began.
- The policy shall contain an extended reporting endorsement of at least two years which will be exercised in the event of cancellation or non-renewal of the policy unless the replacement policy contains the original pending and prior date.
- Such insurance may be written with a deductible; however, such deductible shall not exceed \$5,000.

*(1) Or any combination of limits totaling \$7,000,000.*

*(2) These coverages may be written in one package policy.*

### **N. The effect of the establishment of the Charter School on the liability of City.**

Nothing contained herein shall be deemed to render Charter School and City as joint ventures or partners of each other, and neither shall have the power to bind or obligate the other, except in accordance with the terms of this Contract

As between Charter School and City, there shall be no liability on the part of City on account of the establishment or operation of Charter School.

No officer, agent, employee or volunteer of Charter School shall be deemed an officer, agent, employee or volunteer of City for any purposes whatsoever.

City shall not pay any amount whatsoever to Charter School on account of the establishment or operation of Charter School.

Any payments which may be due to Charter School for the operation of Charter School Program are the responsibility of DPI. DPI is obligated under Wis. Stat. § 118.40(2r)(e) to make payment directly to the operator of Charter School in September, December, February, and June of each year Charter School participates in the Charter School Program under Wis. Stat. § 118.40(2r). If, for whatever reason, DPI fails to make any and/or all of such payments to Charter School, City, its officers, agents, and employees shall have no responsibility whatsoever to make such payments to Charter School.

### **O. Fees for contract administration.**

Charter School shall pay to City any and all reasonable fees that may be assessed, from time to time, by CSRC to process the application for a charter school contract or to oversee the Charter

School Contract. Charter School shall make payment to City in accordance with the invoice from CSRC within 30 days of receipt of the next following payment from DPI to Charter School.

**P. Nonsectarian.**

Charter School shall be nonsectarian in its programs, admissions policies, employment practices and all other operations and shall not be affiliated with a sectarian school or religious institution.

**Q. Pupil tuition and fees.**

Charter School shall not charge tuition for any pupil attending Charter School under the Charter School Program, Wis. Stat. § 118.40(2r). Charter School is entitled to charge tuition for pupils who are attending Charter School, but who are not doing so under Wis. Stat. § 118.40(2r).

Nothing in this Contract shall prevent Charter School from operating a Before and After-School Program, a day-care program, or a summer program nor from charging fees for children participating in those programs.

Charter School may require its pupils to purchase and wear uniforms, but Charter School may not profit from the sale of uniforms to pupils.

Charter School may assess reasonable pupil fees (not to exceed actual cost) for activities such as field trips and social and extra-curricular activities.

Charter School may charge a reasonable rental fee (not to exceed actual cost) for the use of personal use items such as towels, gym clothes, or uniforms.

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 section of the Contract.

Charter School may not charge fees for any of the following:

1. Instruction or registration.
2. Initial issuance of books.
3. Teacher salary.
4. Buildings, maintenance or equipment.
5. Courses credited for graduation.
6. Computers or microfilm readers.

**R. Local education agency responsibilities.**

Charter School is the Local Education Agency (LEA) for purposes of all state and federal laws, codes, rules and regulations pertaining to LEA duties, rights and responsibilities.



## **S. Nondiscrimination and Other Requirements.**

Charter School shall not discriminate in admission or deny 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.

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, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. Charter School shall require all 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.

Charter School shall comply with the following state and federal laws and regulations as those laws apply to traditional public schools and/or charter schools:

1. 42 U.S.C. §2000d *et seq.*, Title VI of the Civil Rights Act of 1964 (prohibiting discrimination on the basis of race, national origin, and color); and
2. 20 U.S.C. §1681 *et seq.*, Title IX of the Education Amendments of 1972 (prohibiting discrimination on the basis of sex); and
3. 42 U.S.C. §6101 *et seq.*, The Age Discrimination Act of 1975 (prohibiting discrimination on the basis of age); and
4. 29 U.S.C. §794 *et seq.*, Sec. 504 of the Rehabilitation Act of 1973 (prohibiting discrimination on the basis of handicap) and 42 U.S.C. §12101, *et seq.* the Americans with Disabilities Act; and
5. 20 U.S.C. §1232g, Family Education Rights and Privacy Act (FERPA), (regarding protection of pupil records), and Wis. Stat. §118.125; and
6. 20 U.S.C. §3171 *et seq.*, The Drug-Free School and Communities Act of 1986; and
7. 20 U.S.C. §1400 *et seq.*, Individuals With Disabilities Education Act (IDEA); and
8. 29 U.S.C. §626 *et seq.*, Age Discrimination in Employment Act, Older Worker Benefits Protection Act of 1990; and
9. 29 U.S.C. §201 *et seq.*, Fair Labor Standards Act; and
10. 29 U.S.C. §2601 *et seq.*, Family and Medical Leave Act; and
11. 15 U.S.C. §2641 *et seq.*, Asbestos Hazard Emergency Response Act (AHERA); and
12. 20 U.S.C. §6301 *et seq.*, No Child Left Behind Act (NCLB); and
13. 42 U.S.C. §11431 *et seq.*, McKinney-Vento Homeless Assistance Improvements Act of 2001; and
14. All federal and state constitutional guarantees protecting the rights and liberties of individuals, including freedom of religion, expression, association, against unreasonable search and seizure, equal protection, and due process.

## **T. Background screening.**

Charter School shall perform background screening through the Wisconsin Department of Justice (and similar agencies of other states in the event of present or former out-of-state residence) on all Charter School full and part-time employees and volunteers and shall not assign any employee or volunteer to teach or work with pupils until Charter School 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 teach or work 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 5 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 obtain the social security number of all individuals who are volunteers having contact with Charter School pupils or individuals who are employed by Charter School on either a full or part-time basis. Such social security numbers shall be retained by Charter School and shall be provided to City upon request.

**U. Right to inspect and receive requested information and reports.**

Charter School shall grant City or its designee and/or CSRC or designee the right to inspect Charter School facilities or to review any Charter School records at any time during the term of this Contract.

Charter School shall give such information at such times and on such forms as may be requested by City or its designee and/or CSRC or designee concerning any of the operations of Charter School.

Charter School shall generate and provide such reports at such times and concerning such matters as may be requested by City or its designee concerning any of the operations of Charter School.

Charter School and City understand that City is bound by the Wisconsin Public Records Law. Charter School acknowledges that it is obligated to assist City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that Charter School must defend and hold City harmless from liability under that law.

**V. Calendar.**

Charter School shall annually provide CSRC with a school year calendar prior to the conclusion of the preceding school year.

**II. TERM AND MODIFICATION OR TERMINATION OF CONTRACT**

**A. Term.**

The term of this Contract is five (5) school years commencing with the 2013-2014 school year and ending on the last regularly scheduled school day in the 2017-2018 school year. This Contract is contingent on the approval of the Common Council of the City of Milwaukee. This Contract shall become effective upon approval by the Common Council and execution by all appropriate persons.

**B. Modification.**

This Contract represents the entire agreement reached between the parties. This Contract can be modified upon mutual agreement reached between the parties and reduced to writing. If, during the term of this Contract, either party wishes to modify any of the terms of this Contract, that party shall put the proposed modification in writing and submit it to the other party for consideration. If CSRC determines that the proposed modification is not a major modification, CSRC is authorized to act on behalf of the City. If CSRC determines that the proposed modification is a major modification, approval shall be obtained from the Common Council of the City of Milwaukee prior to the implementation of the modification.

Both parties agree to negotiate in good faith regarding proposed modifications to the contract, and neither party shall withhold its approval unreasonably. Because Charter School's educational program is a major component of this Contract, if Charter School wishes to make a significant change to its educational program, it shall seek approval as described herein. In the event Charter School and the City are unable to come to an agreement with respect to the modification of contract provisions, the City has the authority to declare this Contract terminated in accordance with the provisions of paragraph II.C.6. The City shall not exercise this authority unreasonably.

**C. Termination.**

This Contract may be terminated before expiration of its term upon any of the following circumstances:

- BY BOTH PARTIES:
  1. Both parties agree in writing to the termination.
- BY CITY:
  2. City determines that Charter School violated this Contract, proposals or provisions in Appendix A, summaries or directives in the annual report submitted by the CSRC to the Common Council, or Chapter 330 of the Milwaukee Code of Ordinances, or no longer meets the requirements of sec. 330-15 of the Milwaukee Code of Ordinances.
  3. City determines that pupils enrolled in Charter School have failed to make sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01 or the academic performance criteria established by City.

4. City determines that Charter School has failed to comply with generally accepted accounting standards of fiscal management, failed to maintain a pupil enrollment sufficient to support the school, or in any other way failed to operate a financially viable Charter School.
5. City determines that Charter School has violated Wis. Stat. § 118.40.
6. City determines that Charter School does not agree to modifications and/or amendments required to this Contract by the City.

In the event of a breach by Charter School under paragraphs (2)-(4), the City may, in its sole discretion, allow Charter School a reasonable amount of time to cure the breach prior to termination of the Contract.

If this Contract is terminated under the first ground (because both parties agree in writing to the termination) the termination shall become effective on a date agreed to by the parties. If this Contract is terminated under the second through sixth grounds (because of a determination on the part of City) the termination of this Contract shall not become effective until, at a minimum, the end of the semester in which notice of termination is given, unless, in the sole discretion of City, termination should become effective sooner.

CSRC may recommend to City that this Contract be terminated under the third ground (because pupils have failed to make sufficient progress) if Charter School fails to meet such written academic performance criteria as may be established by CSRC.

Failure on the part of City to exercise its right to terminate this Contract under any ground listed above shall not be deemed to constitute an amendment to the terms of this Contract or to constitute a waiver of the right of City to terminate this Contract at a later date under that ground.

In the event of termination of this Contract, written notice by certified or registered mail, return receipt requested, shall be provided which shall list the reason(s) for termination and the effective date of the termination.

#### **D. School Closure.**

In the event this Contract is terminated or not renewed for any reason, Charter School shall follow the Closure Plan set forth in Appendix B and incorporated herein by reference.

#### **E. Assignability.**

Charter School shall not assign any interest in this Contract and shall not transfer any interest in same, without the prior written consent of the CSRC. Provided, however, that claims for money due or to become due the Charter School from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the CSRC.

### III. CONTRACT ADMINISTRATION, NOTICE AND PROVIDING OF INFORMATION

Unless specified otherwise in this Contract, any act of discretion, including, but not limited to, any approval required under this Contract or determination to terminate this Contract, to be made by and on behalf of City, shall be made by the Common Council of the City of Milwaukee.

Unless specified otherwise in this Contract, whenever notice must or may be given to the other party, or whenever information or reports may or must be provided to the other party, the party who may or must give notice or provide information or reports shall fulfill any such responsibility under this Contract if notice is given, or information is or reports are provided, to the following persons, or their successors:

#### TO CITY or CSRC:

Charter School Review Committee  
200 East Wells Street, Rm. 606  
Department of Administration  
Milwaukee, WI 53202

#### TO CHARTER SCHOOL:

Virginia Flynn  
2507 South Graham Street  
Milwaukee, WI 53207

Any time notice is given under this section, it shall be given in a timely manner and during regular business hours. A party to this Contract shall immediately give written notice to the other party if the contact person for purposes of notice and providing information is modified or if that person's address changes.

### IV. STATUTES

This Contract shall be governed by the laws of the State of Wisconsin. Whenever under this Contract reference is made to a provision in the Wisconsin Statutes or United States Code or implementing code, rule, or regulation, and such provision is subsequently amended by the Wisconsin Legislature, United States Congress or state or federal administrative agency, such reference in the Contract shall be deemed to be amended to conform to the new law, code, rule, or regulation.

### V. SEVERABILITY

If any term or provision of this Contract shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Contract, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

### VI. CHARTER SCHOOL APPLICATION

It is recognized that Appendix A was submitted to City as a summary of the charter school's program and that City is not bound by any of the proposals or provisions set forth by Charter School in Appendix A. Charter School does not have the right to enforce any of the proposals or provisions that it made in Appendix A.

City does have the right to hold Charter School to any of the proposals or provisions made by Charter School in Appendix A or other papers submitted in support of Appendix A, regardless of whether such proposals or provisions are specifically enumerated in this Contract. Charter School's failure to adhere to the proposals or provisions made in Appendix A and other supporting papers shall, at the sole discretion of City, constitute a violation of this Contract. Appendix A and other supporting papers shall be kept on file in the office of the Department of Administration, 200 East Wells Street, Room 606, Milwaukee, Wisconsin 53202.

**VII. APPENDICES**

- Appendix A: Charter School Programmatic Profile
- Appendix B: Closure Plan

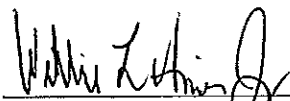
In the event an inconsistency exists between this Contract and any Appendix, this Contract shall be controlling.

**APPROVED:**

**APPROVED:**

**CITY OF MILWAUKEE:**  
acting by its Common Council

**CHARTER SCHOOL:**  
**DOWNTOWN MONTESSORI**  
**ACADEMY, INC.**



\_\_\_\_\_  
WILLIE L. HINES, Jr., President of the  
Common Council of the City  
of Milwaukee

\_\_\_\_\_  
VIRGINIA FLYNN, Head of School

Date: 8/14/13

Date: \_\_\_\_\_

\_\_\_\_\_  
JAMES R. OWCZARSKI  
City Clerk

\_\_\_\_\_  
TRAVIS RHODES  
President, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

It is recognized that Appendix A was submitted to City as a summary of the charter school's program and that City is not bound by any of the proposals or provisions set forth by Charter School in Appendix A. Charter School does not have the right to enforce any of the proposals or provisions that it made in Appendix A.

City does have the right to hold Charter School to any of the proposals or provisions made by Charter School in Appendix A or other papers submitted in support of Appendix A, regardless of whether such proposals or provisions are specifically enumerated in this Contract. Charter School's failure to adhere to the proposals or provisions made in Appendix A and other supporting papers shall, at the sole discretion of City, constitute a violation of this Contract. Appendix A and other supporting papers shall be kept on file in the office of the Department of Administration, 200 East Wells Street, Room 606, Milwaukee, Wisconsin 53202.

**VII. APPENDICES**

- Appendix A: Charter School Programmatic Profile
- Appendix B: Closure Plan


In the event an inconsistency exists between this Contract and any Appendix, this Contract shall be controlling.

**APPROVED:**

**APPROVED:**

**CITY OF MILWAUKEE:**  
acting by its Common Council

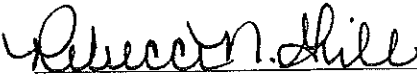
**CHARTER SCHOOL:**  
**DOWNTOWN MONTESSORI**  
**ACADEMY, INC.**

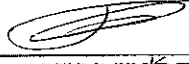
  
\_\_\_\_\_  
WILLIE L. HINES, Jr., President of the  
Common Council of the City  
of Milwaukee

  
\_\_\_\_\_  
VIRGINIA FLYNN, Head of School

Date: 8/14/13

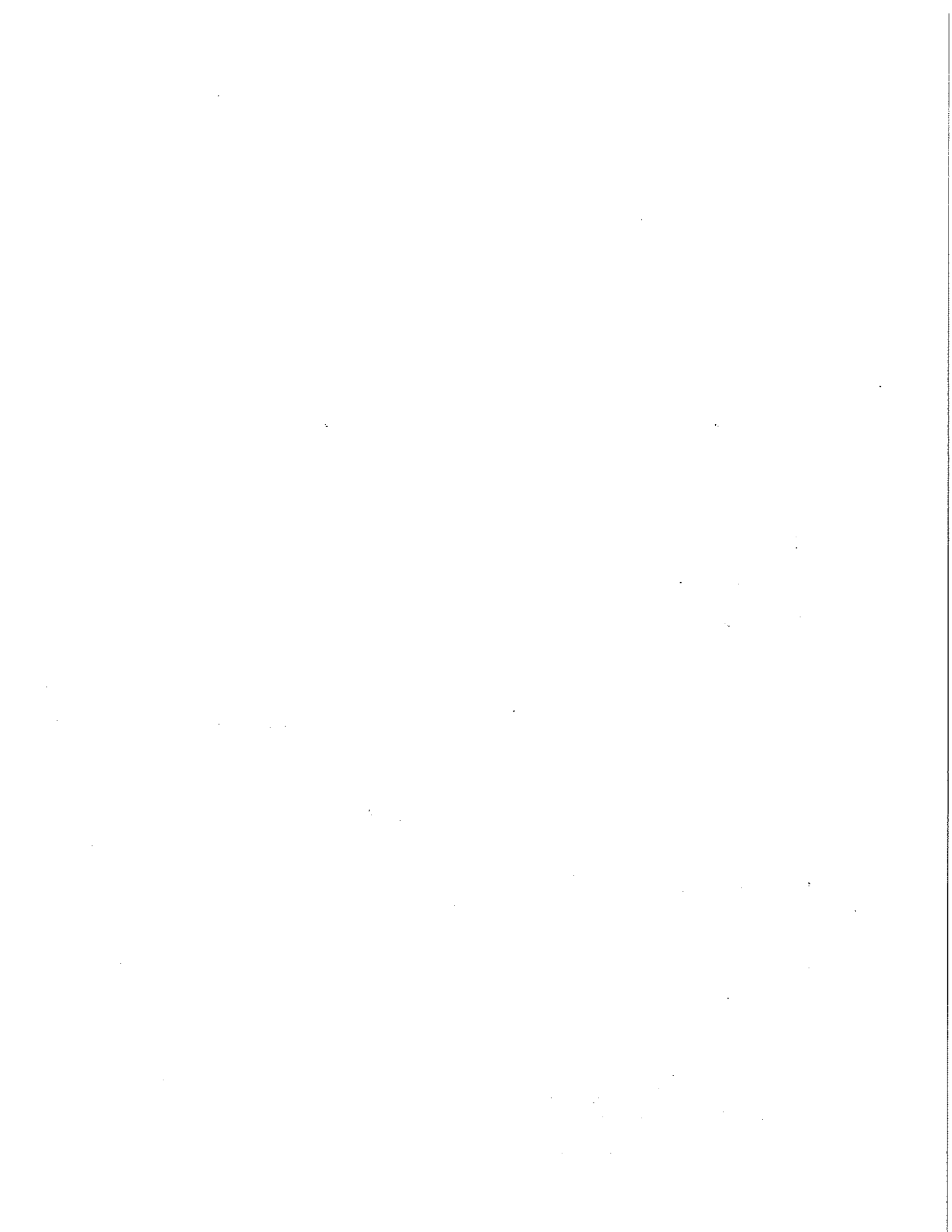
Date: 6-10-13

*FOR*   
\_\_\_\_\_  
JAMES R. OWCZARSKI  
City Clerk

  
\_\_\_\_\_  
TRAVIS RHODES  
President, Board of Directors

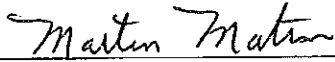
Date: 8/15/13

Date: 6.6.13





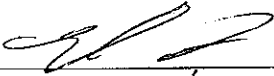
COUNTERSIGNED:



MARTIN MATSON  
City Comptroller

Date: 8-15-13

Approved as to form and execution  
as of this 19<sup>th</sup> day of August, 2013.



ELOISA DE LEÓN  
Assistant City Attorney  
1123-2013-757:190001

Approved as to content this 19<sup>th</sup>  
day of August, 2013.



ELOISA DE LEÓN  
Assistant City Attorney

**DOWNTOWN MONTESSORI ACADEMY, INC.  
PROGRAMMATIC PROFILE**

Downtown Montessori Academy, Inc.  
2507 South Graham Street  
Milwaukee, WI 53207

Telephone: (414) 744-6005  
Website: <http://downtownmontessori.com>

Head of School: Ms. Virginia Flynn  
Executive Director: Mr. Ian Spanic

Downtown Montessori Academy, Inc., is located in the Bay View neighborhood, near the Port of Milwaukee on the southeast side of the city.<sup>1</sup> The academy has been at that location since the fall of 2006, and recently purchased the building that houses the school.

**A. Board of Directors**

Downtown Montessori Academy, Inc., (Downtown Montessori) is governed by a volunteer board of directors. The Board has ultimate responsibility for the success of the school and is accountable directly to the City of Milwaukee and the Wisconsin Department of Public Instruction (DPI) to ensure that all terms of the school's charter are met. The board sets policy for the school and hires the head of school, who in turn hires school staff. The board has regular meetings to discuss issues, set policy, and conduct school business.<sup>2</sup>

This year, seven members comprised the board of directors: a president, a secretary, a treasurer, and four other directors. Five board members were in their first year, one member had served on the board for five years, and another for more than 10 years. Board members reflected a variety of experience and expertise including accounting, nonprofit work, law, marketing, and

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<sup>1</sup> The school was originally chartered by the City of Milwaukee in 1998. At that time, it was located in the downtown area. The school relocated in 2006.

<sup>2</sup> *Parent/Student Handbook, 2011-12.*

education, as well as a parent representative. All members of the board participated in the board interviews conducted this year.<sup>3</sup>

All of the board members rated the school as “excellent” overall. The board members also reported that they participated in strategic planning, received a presentation on the school’s annual academic performance report, received and approved the school’s annual budget, and received a copy of the annual financial audit. The board said they valued the Montessori curriculum and philosophy, including the family atmosphere where administration, staff, and board are interactively involved and transparency is evident. The most cited suggestion for school improvement was development of a plan to increase the population of the school, particularly focused on retaining younger students to increase numbers at the upper grade levels. See Appendix H for additional results from board member interviews.

## **B. Philosophy and Description of Educational Methodology**

### **1. Montessori Approach**

Downtown Montessori delivers a valid Montessori program as interpreted by the Association Montessori Internationale or the American Montessori Society.<sup>4</sup> Montessori education is both a philosophy of child growth and a rationale for guiding such growth. It is based on a child’s developmental needs for freedom within limits, and a carefully prepared environment that guarantees exposure to materials and experiences through which to develop intelligence as well as physical and psychological abilities. Begun in Italy by Dr. Maria Montessori, Montessori education was introduced into the United States in 1912, with one of the early schools established by Alexander Graham Bell in his own home. Montessori education has enjoyed a resurgence of interest in recent years, reflecting growing recognition of the validity of its approach.

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<sup>3</sup> Board interviews, along with teacher and student interviews and parent surveys, are conducted every other year.

<sup>4</sup> See the 2011–12 *Parent/Student Handbook*, located on the school’s website.

Downtown Montessori is currently divided into four levels of programming. The Children's House contains the Montessori Primary Program, which is open to students ages 3 through 6 years, and includes grades K3, K4, and K5.<sup>5</sup> The lower elementary program is designed for students in first through third grades; the upper elementary program is open to students in fourth through sixth grades; and the fourth level, the adolescent program, is for students in seventh and eighth grades.

The Children's House provides an environment that meets the needs of children—where children work individually and collaboratively with sensorial materials that engage their curiosity. Children are free to explore and observe at their own pace. The variety of sensorial experiences enables children to refine and classify their impressions of the world around them. The classroom engages children with numbers and language, writing and reading, the tools for reasoning and communication, and the basis of self-directed learning.

The sense of responsibility to self and to the community, introduced in the Children's House, is further developed in the elementary level. At the lower elementary level, the school continues to provide multi-age grouping in an environment that encourages cooperative learning and self-discipline. This program is based on "Great Stories" and explores everything from the microscopic to the cosmic, allowing children to discover how all things are inter-related.<sup>6</sup> The program builds on the foundations of the Children's House program.

The upper elementary program follows a three-year curriculum cycle in all areas of study except mathematics. Learning ways of inquiring, investigating, and resolving questions plays a dominant role in the upper elementary program. The elementary levels emphasize an interdisciplinary approach to learning as well as respect for self and community. Materials and group activities are designed to develop individual and collaborative skills in the areas of biology, mathematics, language,

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<sup>5</sup> Children aged 5 on or before September 1 may attend full-day Montessori sessions. Children aged 4 on or before September 1 may attend a half- or full-day 4-year-old program. The full day for 4-year-olds consists of half-day Montessori and half-day child care.

<sup>6</sup> In the Montessori curriculum, the Great Stories are the five stories that span the curriculum at a glance. Key lessons are taught as a result of the stories, emphasizing fundamental parts of each story that are found in all subject areas.

history, geography, music, and the visual arts. The environment reinforces children's natural curiosity and community.

The adolescent program (seventh and eighth grades) reflects a more rigorous level of academic challenge and preparation for high school. Study skills, time management, and setting high work and social standards are all vital components of the adolescent program.

Students experience extensions of classroom study through community involvement, which gradually enables students to grow from classroom citizens to citizens in society at large. In addition to being a state-certified "Green and Healthy School," the school is a member of the Urban Ecology Center. The center, located on the Milwaukee River, provides a coordinated science and environmental program for students.

The Montessori teacher/directress works with children individually and in groups, introducing materials and giving guidance as needed. The role of the teacher is to help the children teach themselves through the use of the Montessori materials and attention to the learning environment.<sup>7</sup>

During the interview and survey process, board members, teachers, and parents were asked about the school's program of instruction. In all of the groups, nearly 100% of those asked rated the program of instruction as excellent or good or were very satisfied. All of the teachers interviewed indicated that the educational methodology was a "very important" reason for teaching at the school.

## 2. Teacher/Instructional Staff Information

The school consisted of eight classrooms during the 2011–12 academic year: three Children's House classrooms for 3<sup>+</sup> to 6-year-olds (or K3 through K5), three lower elementary (first through third grades) classrooms, one upper elementary (fourth through sixth grades) classroom, and one adolescent (seventh and eighth grades) classroom.

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<sup>7</sup> *Parent/Student Handbook, 2011–12, p. 23.*

Throughout the school year, the school employed a total of nine instructional staff and five teaching assistants.<sup>8</sup> Instructional staff consisted of eight teachers and the reading specialist. Three teachers taught at the Children's House level; three taught lower elementary; and the upper elementary and adolescent classrooms each had one teacher. The reading specialist primarily supported the reading program in the lower elementary classrooms, and other levels as needed. In addition, a full-time assistant was assigned to each of the Children's House teachers, the lower elementary teachers shared a teacher assistant, and one assistant provided support to the upper elementary teacher. The school contracted for speech-language pathologist services. One of the classroom teachers, who is certified as a special education teacher, shared her time between the Children's House's morning-only classroom and special education duties.

The school started the year with nine instructional staff.<sup>9</sup> (The speech pathologist was employed by an outside therapy provider and not by the school.) All instructional staff remained in the school's employment during the school year, for an instructional staff retention rate of 100%. (The instructional staff retention rate is the percentage of teachers and other instructional staff who were employed at the school for the entire academic year.)

There were nine instructional staff at the end of the 2010–11 school year; all were eligible to return in the fall of 2011. Seven of the nine instructional staff returned in the fall of 2011 for a staff return rate of 77.8%.<sup>10</sup> (The staff return rate is the percentage of eligible staff employed at the end of the previous school year who return to the school in the fall. Eligible staff are those who are or would be offered continuing positions for the following school year.)

Three of the classroom teachers have taught at the school since its original charter 14 years ago. Another teacher has been teaching at the school for 12 years, one teacher completed her second,

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<sup>8</sup> Instructional staff include regular education teachers, specialists, and special education teachers.

<sup>9</sup> The person who shares teaching with special education duties is counted in the teacher cohort.

<sup>10</sup> The part-time reading teacher and the speech language pathologist did not return.

another her fourth, and another her fifth year at the school. One classroom teacher and the reading specialist each had one year of experience at the school. The average experience at Downtown Montessori for classroom teachers (including the special education teacher) and the reading teacher was 7.5 years.

All of the instructional staff had Montessori certification as well as a DPI license (licensure was verified on DPI's website.)

In-service meetings were primarily held one Friday each month from September through May and included the following topics:

1. In-school and offsite work on RtI by all staff. For example, the RtI Center at DPI provided a full-day workshop for three staff members: one Children's House teacher, one elementary teacher, and the head of school.
2. Integrating the Daily Five<sup>11</sup> approach into the Montessori model. The Daily Five is a series of literacy tasks (reading to self, reading with someone, writing, word work, and listening to reading) that students complete daily while the teacher meets with small groups or confers with individuals.
3. Improving reading comprehension and transitioning to the new approach to literacy at Downtown Montessori – with literacy specialist. A full-day workshop on this topic was held for all teachers in August. The reading specialist conducted three follow-up sessions with the lower elementary teachers. The sessions occurred in the fall, winter, and spring and consisted of direct observation followed by discussions with each teacher.
4. Team building conducted by Management Resources Associates (MRA). This was an all-day workshop for all staff in March.
5. Planning solutions for improving student math skills. All teachers participated in this in May.
6. Continuing work on maintaining integrated, comprehensive services within the classroom for students with special education needs, specifically the roles of the special education teacher and classroom teachers in partnership.
7. The green school. Discussions were held and practices adopted to decrease the negative effects (e.g., carbon footprint) of school activities on the environment.

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<sup>11</sup> *The Daily Five: Fostering Literacy Independence in the Elementary Grades*, by G. Boushey and J. Moser, 2006, Portland, ME: Steinhouse Publishers.

During the interview process, teachers were asked about professional development opportunities: Seven of the nine teachers rated professional development opportunities as excellent or good and eight of the nine indicated they were satisfied with the opportunities for continuing education. (See Appendix E for teacher interview information.)

### 3. Parental Involvement

As described in the *Parent/Student Handbook, 2011–12*, Downtown Montessori seeks and depends upon the energy and spirit of its parents. Parents are urged to contact their child's teacher for volunteer opportunities in and outside the classroom. Current research and prior experience at Downtown Montessori show a direct relationship between the degree of parental involvement in a school and the level of benefit children receive through that school.

Active involvement of parents includes activities such as accompanying children on field trips, reading stories and sharing their experiences, assisting in building improvements such as constructing shelves and assembling playground equipment, organizing publicity events, preparing snacks, and donating equipment. The school expects all parents to spend at least four hours per year on such service activities. The school posts activity sign-up sheets throughout the year, and sends emails as well as notes home with the students to encourage parents to participate in activities. Parents are also encouraged to visit their child's class at least once a year.

Each child has a folder in which notices, school forms, and schoolwork are sent home with the child. Email is encouraged, as the school endeavors to communicate as much as possible through email to prevent unnecessary paper use in accordance with the principles of a Green and Healthy School. Teacher email addresses are listed in the *Parent/Student Handbook*. The school also has a website where current information and notices are available (<http://www.downtownmontessori.com>). The school published and posted the annual *Parent/Student Handbook* on its website. Parent-teacher conferences occur twice each year as well as any time a parent wishes.



Teachers, parents, and board members were asked about parental involvement. A majority of board members and teachers indicated that they were somewhat or very satisfied with the level of parental involvement with the school. Nearly 90% of parents indicated that the opportunity for parent involvement with the school was excellent or good, and more than 80% indicated that the opportunity for parental participation was an important reason for choosing Downtown Montessori. (See Appendix F for additional parent survey responses.)

#### 4. Discipline Policy

The school's code of conduct and discipline policy was published in the 2011–12 *Parent/Student Handbook*. It indicates that when dealing with discipline, it is most important to create a consistent environment for children. When the actions of a child demand correction, it is essential for all involved adults to deal with the problem in the same way.

The Montessori method encourages children to make choices and develop responsibility for their own actions. Discipline is used to help, not punish, the child. The method of corrective discipline endorsed by Downtown Montessori has grown out of the Montessori approach. When a child is involved in actions contrary to established rules, the goal is to redirect the child to other activities.

All staff and parents serve as role models for the children, as demonstrated by their conduct with the children, other staff, and other parents. Each child should be dealt with positively; parents and staff should avoid showing anger. Quiet time is used only if redirection of the child does not work. The child will choose when he/she is ready to rejoin the group.

When, in the judgment of the teacher and program director, a child's behavior is disruptive, disrespectful, cruel, or unsafe to the child or others, it cannot and will not be tolerated. All interventions will be formulated based on the principles of respect for the child; knowledge and understanding of the developmental needs and characteristics of the child and the needs of the group; and an understanding that appropriate behavior must be taught and modeled.

The discipline policy goes on to describe specific consequences for older children when other interventions have not worked. These steps range from a review of the school rules and a warning for a first offense to possible consequences for fourth offenses, such as in-school suspension, isolation from the group, or temporary suspension from activities, depending on the nature of the offense. For chronic behavior problems that are suspected to be beyond the child's control, a referral is made to support services for evaluation and help. Suspension and/or expulsion of students are considered last resorts and are subject to board review.

This year teachers, parents, and board members were asked about the discipline policy at Downtown Montessori. The opinions expressed were very favorable regarding discipline policy:

- Teachers:
  - » Seven (77.8%) of nine teachers considered the discipline at the school as a "very important" or "somewhat important" reason for continuing to teach there; and
  - » Eight (88.9%) were either very satisfied or somewhat satisfied with both the discipline policy as stated and the adherence to the discipline.
- Parents:
  - » Nearly 70% of 86 parents considered discipline as a "very important" or "somewhat important" factor in choosing Downtown Montessori;
  - » Eighty (93.0%) rated the discipline methods at the school as "good" or "excellent"; and
  - » Seventy-three (84.9%) were comfortable with how the staff handles discipline.
- Board Members:
  - » All seven board members were very satisfied with the discipline policy; and
  - » All of the board members who knew about the adherence to the discipline policy were satisfied with it.

## 5. Waiting List

As of September 27, 2011, 46 students were on the waiting list. Of these, 18 were waiting for K3; 15 for K4; and 13 students were on the waiting list for K5 through eighth grade. As of May 30, 2012, approximately 42 students were on the waiting list, with the majority at the lower grade levels and a few at the fifth- and sixth-grade level (per interview with head of school.)

## B. Student Population

Downtown Montessori started the school year with 166 children in K3 through eighth grade.<sup>12</sup> By the end of the year, five more children had enrolled and five had withdrawn. Withdrawal reasons included two students whose parents did not understand the Montessori approach; one student's parents were not ready for their child to be in school; one student's parent was unhappy with the school; and one student moved away.<sup>13</sup> Two first graders, two K4, and one K3 student withdrew. None of the children who withdrew had special education needs. There were 161 of 166 children who started and finished the school year at Downtown Montessori; this represents a student retention rate of 97.0%.

At the end of the year, 166 students were enrolled.

- Ninety-four (56.6%) students were White, 28 (16.9%) were African American, 32 (19.3%) were Latina/o, nine (5.4%) were Asian, two (1.2%) were Native American/Hawaiian/Pacific Islander, and one (0.6%) student was of Middle Eastern descent.
- There were 85 (51.2%) girls and 81 (48.8%) boys.
- Seventeen (10.2%) students had special education needs. Seven had speech/language impairments, seven had specific learning disabilities, two had other health impairments, and one student was autistic.

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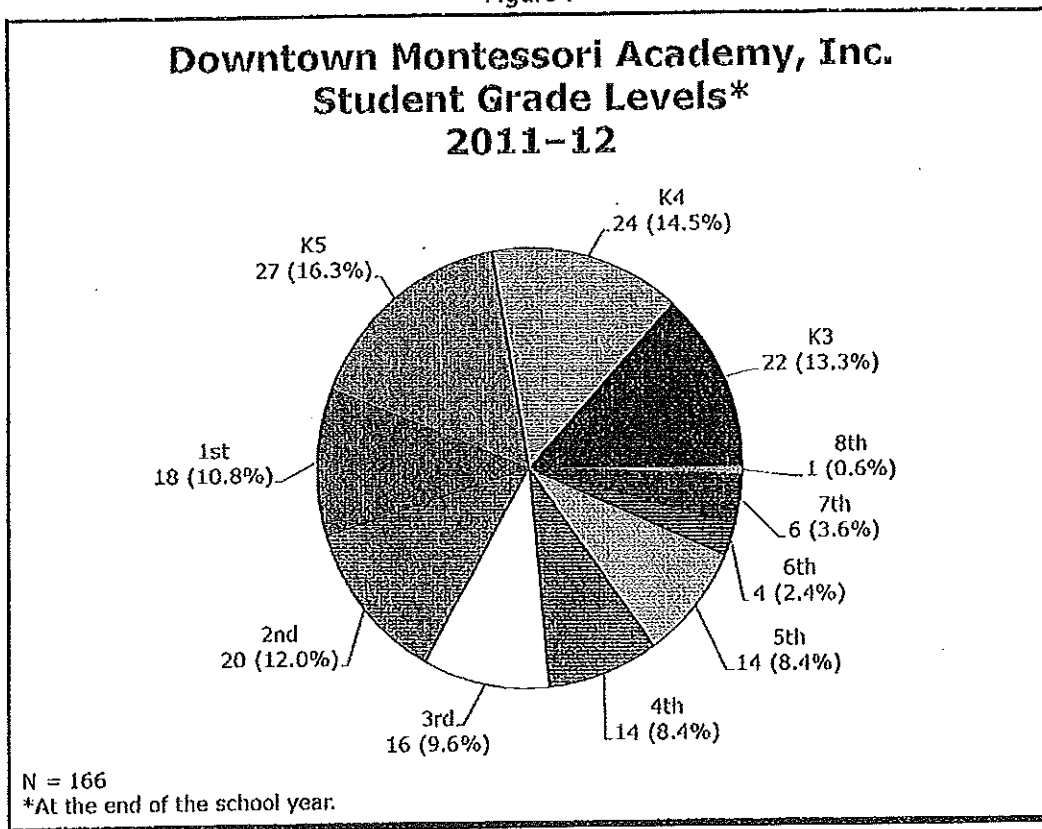
<sup>12</sup> As of September 16, 2011.

<sup>13</sup> The school does not expel any students.

- Forty-eight (28.9%) students were eligible for free or reduced lunch prices.

Grade levels for students enrolled at the end of the school year are illustrated below. The largest class was K5, with 27 students, and the smallest was eighth grade, with one student.

Figure 1



There were 136 students attending Downtown Montessori on the last day of the 2010-11 academic year who were eligible for continued enrollment at the school this past academic year (i.e., they did not graduate). Of these, 112 were enrolled in the school on the third Friday in September 2011. This represents a return rate of 82.4% and compares to a return rate of 85.4% in the fall of 2010.

Sixth, seventh, and eighth graders participated in satisfaction interviews at the end of the school year. All 11 students interviewed reported that they feel safe in school, learn new things in school, and that they have improved in reading and math. Ten of the 11 reported that their teachers talk to their parents. When asked what they liked best about the school, students mentioned teaching style, class size, freedom, and familiarity of the school. Dress code and lack of spontaneity in the classroom, including too quiet classrooms, were mentioned as aspects least liked.

#### **D. Hours of Instruction**

The 2011–12 school year consisted of 163 school days. The hours of instruction for K3 and K4 students were 8:45 a.m. to 11:45 a.m. each day. For students in K5 through eighth grades, the school day was 8:45 a.m. to 3:30 p.m. The highest possible number of hours of instruction per day was three hours for K3 and K4 students and 6.5 hours for K5 through eighth-grade students; therefore, the provision of at least 875 hours of instruction for full-day students (K5 through eighth grade) was met. K3 and K4 students attended half days; therefore, the provision of 437.5 (one-half of 875) hours of instruction was met.

#### **E. Computer/Technology Capability**

Downtown Montessori has generic personal computers (IBM-compatible). All students have access to computer stations at various times throughout the day. The school publishes its Internet usage policy in the *Parent/Student Handbook* and requires parent and student signatures on an elementary/adolescent student computer use contract. The school uses Montessori Records Express to collect student data and data related to academic progress. Montessori Records Express is a web-based record-keeping system that tracks attendance, progress, and lesson plans. The program also generates custom progress reports.

## F. Activities for Continuous School Improvement

The following is a description of Downtown Montessori's response to the activities recommended in the programmatic profile and educational performance report for the 2010-11 academic year.

- **Recommendation:** Develop a school-wide policy for retaining a student in the same grade for another year.

**Response:** The school developed the following policy that will be included in the *Parent/Student Handbook, 2012-13*:

As a multi-graded program, the school prefers not to retain students, but rather to meet the individual needs of the child within their peer environment. When it is necessary to consider the retention of a student for an additional year at a certain grade level, the school evaluates each child socially, academically, and emotionally. The team considers the impact of retention in all of these areas. The decision is made in collaboration with the parents, teachers, and administration. Students are included when appropriate.

- **Recommendation:** Continue to develop the skills of new and returning members of the board of directors.

**Response:** Phase 2 of a grant received from the nonprofit Management Fund was used to develop a fund-development business plan, and to identify and train board members regarding specific development responsibilities, including recruiting new board members. The school added three new board members, one of whom is a parent. The board also established a development committee and continues to refine orientation materials.

This year, the treasurer and the secretary of the board attended "Board Star" courses relevant to their positions. In addition, the school's accountant met twice this year with board members to explain the school's financial statements. Board members continue to research various employee benefit options that will help retain current staff and attract new staff.

The school also established a new position of executive director; this position was filled in the fall of 2012. The school's executive director meets with each new or prospective board member and provides an orientation that includes the expectations of board members.

The school conducted a board/staff team building event this year. They cooked dinner together at the El Mito teaching kitchen, which provided an opportunity to mix board and staff members.

- Recommendation: Develop a methodology to align the RtI (Response to Intervention) model required by the State of Wisconsin with the Montessori approach, similar to the way special education is aligned with the Montessori approach.

Response: The school began to develop grade level indicators from the continuum of Montessori skills in the lower grades. These indicators aligned with the state standards. Indicators were then used to identify students who needed intervention. School staff will repeat a similar process for the upper grades in the upcoming year.

After reviewing the information in this report and in consultation with the program director in May 2012, CRC recommends that the focus of activities for the 2012--13 school year include the following.

- Focus on improving math outcomes by identifying the best instructional practices and building teacher capacity.
- Continue to improve classroom physical environment.
- Continue to implement methods to identify "grade level indicators" that are aligned with the state standards in all areas of instruction. These indicators will be used for the RtI (Response to Intervention) model required by the State of Wisconsin with the Montessori approach, similar to the way special education is aligned with the Montessori approach.
- Develop a plan for increasing the number of students at the school, particularly at the higher grades.

#### **G. Graduation and High School Guidance Information**

The school informally discussed high school programs and schools with seventh- and eighth-grade students and their parents. Parents were encouraged to visit various high schools with their students.

There was one eighth-grade student this year; he/she graduated and will attend Rufus King High School in the fall.

At this time, Downtown Montessori does not have a formal method to track the high school achievement of its graduates. The school's administrator reported that feedback from high schools is

very positive. The school's first graduate (in June 2009) graduated from high school this year and will attend college in the fall.



# APPENDIX B

## CHARTER SCHOOL DISSOLUTION PLAN

Name of Charter School:	Address:
Last day of school operation:	Charter termination date:
Board of Trustees President (Name and Contact information):	Board of Trustees Vice President (Name and Contact information):
Student Records Custodian (Name and Contact information):	Personnel Records Custodian (Name and Contact information):
Independent Trustee (Name and Contact information):	Independent Auditor:

A: Student Records	Projected Date of Completion	Person Responsible
<p><u>Required Task(s):</u> <i>Transfer complete student records (academic, health, special education, etc) to the school that each student will transfer to or archive student records (where transfer information is unavailable) for required period of time.</i></p>		
<ul style="list-style-type: none"> <li>Board of Trustees will designate a Student Records Custodian responsible for maintaining, transferring, and archiving student records in accordance with state law.</li> </ul>		
<ul style="list-style-type: none"> <li>Board of Trustees will provide the Charter Schools Charter School Review Committee designee with the name, telephone number, business address, and email address of the Student Records Custodian.</li> </ul>		
<ul style="list-style-type: none"> <li>Student Records Custodian will provide Charter School Review Committee designee with a list of all students attending the charter school during the final year of operation. The list will provide student names, addresses, telephone numbers, and the schools to which students are transferring.</li> </ul>		
<ul style="list-style-type: none"> <li>Student Records Custodian will provide Charter School Review Committee designee with a list of any student records in the charter school's possession for students other than those that attended school during the final year of operation.</li> </ul>		
<ul style="list-style-type: none"> <li>Student Records Custodian will develop and implement sign-off procedure confirming transfer of student records.</li> </ul>		
<ul style="list-style-type: none"> <li>Student Records Custodian will transfer student records to the school to which student will transfer to.</li> </ul>		
<ul style="list-style-type: none"> <li>Student Records Custodian will document all student records transfers to the Office of Charter Schools.</li> </ul>		
<ul style="list-style-type: none"> <li>Student Records Custodian will develop and implement a methodology to archive all student</li> </ul>		

records not transferred to schools for a period of seven years.			
<ul style="list-style-type: none"> <li>Student Records Custodian will arrange for destruction of student records at the end of the seven year period. Destruction will occur in a manner that ensures the privacy of all individuals.</li> </ul>			
<b>B: Personnel Records</b>			
<i>Required Task(s): Devise a plan to retain and maintain staff personnel and professional certification records for a minimum of five years.</i>			
<ul style="list-style-type: none"> <li>Board of Trustees will designate a Personnel Records Custodian responsible for maintaining, transferring, and archiving personnel records in accordance with state law.</li> <li>Board of Trustees will provide the Charter School Review Committee designee with the name, telephone number, business address, and email address of the Personnel Records Custodian.</li> <li>Personnel Records Custodian will, upon request, provide letters of reference, verifying charter school employment, etc.</li> <li>Personnel Records Custodian will maintain all personnel records for a period of five years.</li> <li>Personnel Records Custodian will arrange for destruction of personnel records at the end of the five year period. Destruction will occur in a manner that ensures the privacy of all individuals.</li> </ul>			

C. Financial and Contractual Obligations	Projected Date of Completion	Person Responsible
<p><u>Required Task(s):</u> Board of Trustees must devise a plan to maintain and administer financial, administrative and contractual records and obligations for a minimum of five years.</p>		
<ul style="list-style-type: none"> <li>Board of Trustees shall file all final federal, state and local employer payroll tax returns and issue final W-2's and Form 1099's by the statutory deadlines.</li> </ul>		
<ul style="list-style-type: none"> <li>Board of Trustees shall implement a procedure to strictly limit all expenditures to those that are reasonable and necessary for the ongoing day to day operations of the charter school. These expenditures are limited to salaries, benefits, utilities, rent, and insurance and must already be authorized in the budget.</li> </ul>		
<ul style="list-style-type: none"> <li>Board of Trustees shall appoint an Independent Trustee to address the satisfaction of all outstanding claims by creditors and proper distribution of assets in compliance with statutes and regulations that govern all Wisconsin corporations.</li> </ul>		
<ul style="list-style-type: none"> <li>Board of Trustees will submit to the Charter School Review Committee designee an approved Board resolution appointing an independent trustee including name and contact information.</li> </ul>		
<ul style="list-style-type: none"> <li>Independent Trustee shall assess and satisfy all outstanding liabilities.</li> </ul>		
<ul style="list-style-type: none"> <li>Independent Trustee will submit to Charter School Review Committee designee a written report to take into account the present value of the charter school's liabilities held by all of its creditors, including but not limited to vendors, banking institutions, and health benefits agencies, and the present value of the charter school's assets, including but not limited to books, supplies, motor vehicles, furnishings, equipment and personal property.</li> </ul>		
<ul style="list-style-type: none"> <li>Submit to Charter School Review Committee designee a monthly updates of accounts payable along with detailed aging schedule.</li> </ul>		
<ul style="list-style-type: none"> <li>Independent Trustee shall upon the satisfaction of all liabilities liquidate all remaining non-monetary school assets.</li> </ul>		

<ul style="list-style-type: none"> <li>Independent Trustee, upon satisfaction all liabilities and liquidation of non-monetary assets, shall return all funds to the Charter School Review Committee designee.</li> </ul>		

D. Federal Grants	Projected Date of Completion	Person Responsible
<p><u>Required Task(s):</u> <i>Provide proof of proper liquidation of goods acquired through federal grant(s).</i></p> <ul style="list-style-type: none"> <li>Independent Trustee shall verify liquidation and/or transfer of property acquired through federal grants to other City of Milwaukee authorized charter schools. (Note: No distribution of assets to any other entity may occur prior to satisfaction of charter school creditors.)</li> </ul>		
<ul style="list-style-type: none"> <li>Independent Trustee shall return all unspent federal grant moneys received by the school to the Department of Public Instruction.</li> </ul>		
<ul style="list-style-type: none"> <li>Independent Trustee shall submit Final Expenditure Reports for entitlement grants.</li> </ul>		

D. Final Audit	Projected Date of Completion	Person Responsible
<p><u>Required Task(s):</u> <i>Appoint independent auditor to conduct a final audit including but not limited to the following task(s):</i></p>		
<ul style="list-style-type: none"> <li>Board of Trustees will provide Charter School Review Committee designee with approved board resolution appointing auditor.</li> </ul>		
<ul style="list-style-type: none"> <li>Board of Trustees will provide the Charter School Review Committee designee with the audits estimated start and completion dates and an estimated cost of audit.</li> </ul>		
<ul style="list-style-type: none"> <li>Board of Trustees will submit to Charter School Review Committee designee a board resolution establishing an escrow account for funds to pay for the audit and provide evidence that this account has been established; and funds deposited.</li> </ul>		
<ul style="list-style-type: none"> <li>Board of Trustees will submit copies of the audit to the Office of Charter School and the Department of Public Instruction. Audit must be submitted prior to the dissolution of the board.</li> </ul>		

E. Dissolution of Board	Projected Date of Completion	Person Responsible
<p><u>Required Task(s):</u> <i>Devise procedures for dissolving board and relieving individual board members:</i></p> <ul style="list-style-type: none"> <li>Board of Trustees will consult with an attorney to devise procedures for dissolving Board while maintaining fiscal and legal responsibility;</li> </ul>		
<ul style="list-style-type: none"> <li>Board of Trustees will provide the Charter School Review Committee designee with name, address and contact info of person designated as the primary contact person for all future inquiries, as well as a Board approved resolution appointing this person as primary contact.</li> </ul>		
<ul style="list-style-type: none"> <li>Board of Trustees will provide the Charter School Review Committee designee with a Board resolution officially dissolving the Board.</li> </ul>		
<ul style="list-style-type: none"> <li>Board of Trustees will submit end-of-year reports by specified deadlines as appropriate to the Charter School Review Committee designee and the Department of Public Instruction.</li> </ul>		

*This signed dissolution plan must be submitted to Charter School Review Committee designee along with an official approved Board resolution. Please provide a tally of the Board members present at the meeting and how they voted on the resolution.*

Signed Approval:

\_\_\_\_\_  
Board President

Date

\_\_\_\_\_  
Vice President

Date