

AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE
MADISON METROPOLITAN SCHOOL DISTRICT

AND

ISTHMUS MONTESSORI ACADEMY, INC.

Whereas, the Isthmus Montessori Academy Charter School Governance Council (“IMACS Council”) and the Madison Metropolitan School District (“MMSD”) have successfully negotiated a five-year Charter School Contract (“Charter Contract”) in accordance with s. 118.40(3), *Wisconsin Statutes*; and

Whereas, IMA, Inc., a wholly separate and independent entity from the Isthmus Montessori Academy Charter School (“IMACS”) and/or the IMACS Council, will continue to be involved in various facets of IMACS after it has transitioned from a private Montessori school to an instrumentality public charter school chartered by MMSD on July 1, 2018; and

Whereas, MMSD has determined that it is in the best interest of MMSD and IMA, Inc. (hereinafter referred to as the “Parties”) to establish a mutual understanding of the rights and responsibilities of the Parties separate and apart from the Charter School Contract entered into by and between MMSD and the IMACS Council.

Now, therefore, the Parties agree as follows:

1. IMA, Inc. agrees to maintain its status as a registered 501(c)(3) organization separate and apart from the IMACS Governance Council.
2. IMA, Inc. agrees to maintain responsibility and liability for all current and future debt incurred by IMA, Inc. IMA Inc. further agrees to avoid any comingling of financial resources across or between IMACS and IMA, Inc. and acknowledges that doing so could result in MMSD revoking the Charter Contract for IMACS for cause prior to the end of the established term.
3. IMA, Inc. agrees to govern and oversee all financial aspects of the IMA educational facility and three-year-old kindergarten programs and afternoon four-year-old kindergarten wraparound care and programming. IMA, Inc. further agrees to incur all financial liabilities and costs associated with the IMA educational facility, three-year-old kindergarten program and afternoon four-year-old kindergarten wraparound care and programming.

Three-year-old kindergarten: As set forth in Exhibit A (IMACS Five-Year Expenditure Budget Model), IMA, Inc. shall provide reimbursement to the District for one-third of the cost of the 3K-5K classroom, including staffing costs, space rental costs and instructional supplies. 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 %),” which shall be directly payable to the District, includes a two and one-half percent (2.5%) annual administrative fee. If at any point during the term of this Agreement, IMA, Inc. ceases offering three-year-old kindergarten programming, the Parties shall meet to identify budgetary and programmatic impact.

Four-year-old kindergarten: As stated, above, IMA, Inc. shall be solely responsible for the provision of four-year-old wraparound care and programming in the afternoon. This programming shall be offered by IMA, Inc. in a space separate from the IMACS primary classroom and shall be voluntary for students attending the IMACS morning, four-year-old kindergarten program. No District funds shall be used for the purpose of providing four-year-old wraparound care or programming.

4. IMA, Inc. shall conduct fundraising and other money raising activities to support IMACS. To that end, IMA, Inc. shall ensure that IMACS has collected from non-MMSD sources, already expended non-MMSD funds, received grant money for and/or has access to non-MMSD funds in the amounts set forth in Exhibit A in the rows identified as “Financial Support from parent organization, IMA, Inc.” and “Fundraising and Financial Support.” Such outside funding commitments directly impact MMSD and its resident students. IMA, Inc. acknowledges that a failure to meet and abide by the funding commitments set forth herein for two consecutive years could result in the revocation of the Charter School Contract between MMSD and IMACS for good cause.
5. During the term of this Agreement IMA, Inc. shall maintain its status as primary leaseholder for an IMACS school site, which site is currently located at 1402 Pankratz Street. IMA, Inc. shall sublet a portion of its building to MMSD and the IMACS Council. Such portion shall not be less than 7,500 square feet and during the term of the sublease MMSD and IMACS shall maintain exclusive use of this portion of the property.

IMA, Inc., MMSD and the IMACS Council shall annually review the space and clearly identify the portions of the building to be reserved for exclusive use by MMSD and IMACS.

The sublease shall be attached hereto as Exhibit B.

6. The development of 1402 Pankratz Street 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.
7. As with all other MMSD schools, IMACS may run school-sponsored activities for IMACS students and families, including after-school and summer programming and activities and parent/faculty meetings and events, in the designated school space without needing to pay a rental fee, per Board Policy 6491A, to MMSD.

IMA, Inc. may not use any portion of the building leased to MMSD and the IMACS Council except as set forth in Board Policies 6491A and 6491B. Any funds collected pursuant to these policies shall be remitted directly to the MMSD.

8. The term of this Agreement shall be for the period of July 1, 2018 through June 30, 2023. This Agreement shall be automatically void if at any point during the established term MMSD revokes the Charter School Contract between MMSD and the IMACS Council.
9. This Agreement shall be governed by the laws of the State of Wisconsin and, to the extent applicable, the laws of the United States.
10. If any provision of this Agreement or any specific application shall be invalid or unenforceable, the remainder of the Agreement, or the application of other provisions, shall not be affected and all remaining provisions of the Agreement shall be valid and enforceable to the extent permitted by law.
11. 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.

The undersigned have read, understand, and agree to comply with and be bound by the terms and conditions as set forth in this Agreement.

IMA, Inc.

MADISON METROPOLITAN SCHOOL DISTRICT

Name

Name

Title

Title

Date

Date

Name

Title

Date