

CONTRACT FOR THE NUESTRO MUNDO COMMUNITY SCHOOL
AN AGREEMENT BETWEEN
THE SCHOOL BOARD OF THE MADISON METROPOLITAN SCHOOL DISTRICT
AND
NUESTRO MUNDO, INC.

This Contract, entered into pursuant to Wis. Stat. § 118.40, et seq., concerns the establishment of the Nuestro Mundo Community School (“NMCS” or “Charter School”) as an instrumentality charter school of the Madison Metropolitan School District. The contracting parties are the School Board of the Madison Metropolitan School District (“Board,” “District” or “MMSD”) and Nuestro Mundo, Inc. (“NMI”), a non-profit corporation.

- 1 NMI is the chartering partner establishing NMCS. The NMI Board of Directors, or its designee, in collaboration with the MMSD Board, or its designee, will be in charge of and govern the school.
- 2 The MMSD Board will provide administrative support services to NMCS in a manner similar to the manner in which such administrative services are provided to other MMSD schools. The administrative services to be provided by the MMSD Board include, but are not necessarily limited to the following:
 - 2.01 Accounting and business operations;
 - 2.02 Assisting in staff training and curriculum development;
 - 2.03 Providing instructional materials and providing other administrative services the District provides to support other MMSD elementary schools.
- 3 **The governance structure of the school; including the methods by which the school will ensure parental involvement:**
 - 3.01 The NMI Board in collaboration with the MMSD Board, or their designees, will govern the charter school in accordance with this Contract, applicable policies of the MMSD Board, and local and state and federal laws and regulations. Policies of the NMI Board and a Management Plan to be created, implemented, evaluated and revised as deemed appropriate by the NMI Board and the MMSD Board or their respective designees shall also govern the school and its operations and shall be consistent with this Contract, applicable policies of the MMSD Board, and local and state and federal laws and regulations.
 - 3.01.1 The Management Plan shall not have the force of the binding contract. Rather, it is a working document overseen through collaboration by the NMI / MMSD Bridging Committee. The Management Plan shall set forth, for example, the present curriculum overview, certain expectations regarding communication among NMI, MMSD, and the NMCS administrative staff; and the roles and responsibilities of various stakeholders and the necessary guidelines and procedures to support them. The Management Plan shall also document responsibility for specific tasks and other mutual expectations regarding the governance and operations of the school. No item may be included in the Management Plan that stands in conflict with this Contract, or over the objection of either NMI, as represented by a designee of NMI’s own choosing, or MMSD,

as represented by the Assistant Superintendent for Elementary Education or other MMSD designee named by the Superintendent.

- 3.02 The Bridging Committee shall be composed of representatives of NMI, representatives of MMSD (including a primary administrative liaison), and the NMCS administrative staff. The Bridging Committee does not have a fixed or specific membership, and each party may designate representatives from within its respective organization to attend meetings based on, for example, the nature of the issue(s) to be addressed. There shall be no specific quorum requirements for a meeting of the Bridging Committee. The members of the Bridging Committee may jointly agree to invite third parties to participate in particular meetings or to provide input into specific issues.
- 3.03 With input from parents, instructional staff and NMI, the Principal shall submit for review and approval a School Improvement Plan (“SIP”) to the NMI Board and the MMSD’s Assistant Superintendent for Elementary Schools.
- 3.04 NMI shall, in consultation with the Principal, organize a Site Leadership Council, which is a school leadership team composed of members of the NMCS community and overseen by NMI. The Site Leadership Council may review and formulate recommendations concerning the instructional needs and operations of the school, recommend activities designed to increase parent involvement in the school, and/or recommend the creation of ad hoc advisory teams to address specific areas of need. The Council will consistently request feedback from parents and community members. The school Administrator and Site Leadership Council shall work in cooperation with the NMI Board of Directors to establish a means for all school constituents to provide meaningful, constructive feedback to the charter school governing bodies.
- 3.05 In coordination and collaboration with the NMCS administrators and the MMSD Board and its designees, NMI and its agents/designees shall share responsibility for (1) ensuring that the school and students meet the performance/progress goals of the SIP plan and the progress goals identified and measured pursuant to Sections 4.02 and 4.03; and (2) assessing and evaluating the implementation of the dual-language framework in charter school.
- 3.06 NMI and its agents/designees shall further be responsible for (1) maintaining and nurturing the mission and vision of NMCS; (2) working with the school to ensure that democratic decision-making processes are in place, (2) training school personnel and such other persons involved in the school that NMI appoints to teams, committees or councils, (3) the organization and operation of the Site Leadership Council, (4) conducting recruiting and other community outreach activities; and (5) ensuring that any NMI-approved volunteers or contracted agents working in connection with the Charter School have been screened pursuant to MMSD background-check policies.
- 3.07 The NMI Board of Directors shall additionally be responsible for (1) maintaining and adhering to the non-profit corporation’s by laws; (2) creating organizational policies and guidelines for the non-profit (e.g., creating internal financial controls, ensuring retention of charter school records, ensuring that NMI officers, agents and designees do not violate pupil privacy, etc.); (3) auditing and accounting for all of NMI’s internal financial matters; and (4) approving the budget prepared by the Principal for the expenditure of school-based funds allocated by MMSD.

4 **Description of the NMCS educational program:**

- 4.01 NMCS is an elementary charter school operating grades K-5. A dual-language immersion framework (English and Spanish) is the core of the NMCS educational model. NMCS provides initial literacy in the target language (i.e., Spanish) for all students. Starting in 3rd grade, all students will begin receiving formal literacy instruction in English as well. Stated another way, the dual-immersion framework at NMCS is an “additive model” that involves increasing the percentage of English-based instruction as the child moves from K-5, beginning with approximately 90% of all instruction being provided in Spanish. Within this framework, each student is understood to be both a model and a learner of language. Peer interaction, therefore, is strongly supported and encouraged within the NMCS dual-language immersion educational model in order to foster language development, peer and community relationships, student self-esteem, cross-cultural understanding, and communication skills. See also APPENDIX 1.
- 4.01.1 Upon completion of the elementary-level dual immersion education at NMCS, students should be comfortable communicating (socially and academically) in both languages.
- 4.01.2 The current curriculum for implementing this framework is detailed within the Management Plan. Based on on-going research and evaluation, NMI and the school administrator have the authority to approve and implement research-supported and standards-based modifications within the NMCS dual-language immersion framework that enhance dual-language learning and that meet all District, state, and federal educational standards and accountability requirements.
- 4.01.3 NMCS will immediately notify the Superintendent of Schools in the event that a significant change in the methods of instruction is contemplated that would effectively replace the existing dual-immersion framework. The Superintendent will notify the Board of Education of this contemplated change, and the Superintendent may make a recommendation to the Board as to whether the Board should renegotiate the contract. If the Board decides not to renegotiate, or the parties, once renegotiations have commenced, are unable to come to an agreement, the Board reserves the right to declare this contract terminated. The Board reserves the right to consider a significant change in the educational program of NMCS, without Board approval, to be a violation of this Contract subject to termination.
- 4.01.4 The dual-language immersion framework established for NMCS is likely to be less successful in classes where there is a substantial imbalance of students who share the same dominant/primary language. Linguistic balance at the classroom level shall be taken into consideration as students within a grade are assigned to specific classes. In the event that greater than two-thirds of the students enrolled in any grade (looking at all sections within the grade) share the same dominant/primary language, MMSD and NMI shall meet to determine whether the parties can identify and mutually agree to implement recruiting and other strategies that will attempt to compensate for the grade-level imbalance of students with a single dominant/primary language. No student enrolled in NMCS shall ever be involuntary transferred to another school for the sake of achieving linguistic balance. In extreme circumstances, NMI and the School Board may by written agreement implement changes to Section 7.06 and/or Section 7.07 of this Agreement that are designed to address a significant linguistic imbalance (including, for example, potentially replacing existing procedures/criteria

set forth in said Sections with a language-based lottery), provided that such modifications are implemented prior to the point any enrollment decisions are made under those Sections.

- 4.02 **The methods that NMCS will use to enable pupils to obtain the educational goals specified under Wis. Stat. § 118.01.** In addition to the methods described in the NMCS curriculum and those to be identified and described in the Management Plan, the NMI Board and the MMSD Board, or their respective designees, will collaboratively determine the methods NMCS will use to enable pupils to attain the educational goals specified within Wis. Stat. § 118.01.
- 4.02.1 The SIP goals, the MMSD District-wide goals, the NMCS-specific goals identified herein, and other goals mutually identified and set forth in writing by the NMI Board and the MMSD Board (or the parties' designees) shall reflect state-established standards and the educational goals specified under Wis. Stat. § 118.01, and NMCS shall be assessed and evaluated against these goals and standards.
- 4.02.2 Instructional programs at NMCS from K through grade 5 will enable students to:
- 4.02.2.1 Achieve at or above grade level in reading, writing, and math according to district and Wisconsin state standards.
 - 4.02.2.2 Develop oral and written proficiency (social and academic) in both their native language and target language.
 - 4.02.2.3 Perform at or above grade level in academic areas in both languages.
 - 4.02.2.4 Demonstrate positive cross-cultural attitudes and high level self-esteem as they develop bilingualism (listening and speaking), biliteracy (reading and writing), and biculturalism.
 - 4.02.2.5 Participate in multicultural communities within a variety of contexts.
- 4.03 **The method(s) by which pupil progress in attaining the educational goals under Wis. Stat. § 118.01 will be measured.** Pupil progress in attaining state educational goals will be measured through both formal and informal assessment methods. Students in the charter school will participate in the local, state and federal assessment programs that are common to all elementary schools/students within the MMSD. NMI and the MMSD Board, or the parties' respective designees, will collaboratively determine the specific additional methods by which pupil progress in attaining state educational goals and/or school-specific goals will be measured.
- 4.03.1 Assessment of pupil progress at NMCS shall include assessment of identified pupil progress goals and measured progress toward those goals under the School Improvement Plan (SIP).
- 4.03.2 Additional goals that will be assessed shall include:
- 4.03.2.1 *The achievement of an average daily attendance rate of pupils in NMCS that is the same as or higher than the average daily attendance rate of pupils in corresponding grades in other MMSD elementary schools;

- 4.03.2.2 *The achievement of an attrition/mobility rate that, school-wide and disaggregated to gender, ethnicity, economic status and grade in the NMCS (registered as of the third Friday Count), is the same as or lower than, the mobility rate of pupils in correlation to other MMSD elementary schools. The mobility/attrition rate may also be compared to the national average for dual language immersion schools if a reliable comparator measure can be found.
- 4.03.2.3 The achievement of a percentage of pupils in NMCS scoring basic, proficient or above on state and local assessments that is the same as, or higher than the average percentage of students scoring basic, proficient or above in corresponding grades in other MMSD schools, emphasizing the assessments of students who are in the 5th grade and the 6th grade assessments of students completed the 5th grade at NMCS.
- 4.03.2.4 The achievement of a percentage of NMCS pupils eligible to be classified as English Language Learners (i.e., “LEP”) scoring basic, proficient or above on all state tests that is the same as, or higher than the average percentage of similar students scoring basic, proficient or above in corresponding grades in other MMSD schools.
- 4.03.2.5 The maintenance or improvement of pupil achievement as measured by MMSD locally-defined measures, standards, and goals of pupil performance and growth.

* The MMSD School Board shall not terminate the contract solely on the basis that NMCS failed to meet criteria identified with an asterisk. At a minimum, NMCS shall meet at least three of the five goals identified in this section, and show adequate progress on the remaining two.

4.03.3 Unless otherwise authorized by the Board of Education, NMCS will adhere to the same accountability measures, administer the same district-wide assessments, and follow the same proficiency measures as all MMSD non-chartered schools. Where incorporated into the Management Plan by agreement between NMI and MMSD, some assessments may be administered at NMCS in a language other than, or in addition to, English. Any request for authorization to deviate from MMSD accountability plans and assessments shall be submitted by NMCS to the Board of Education for Board approval by October 1 of the school year in which the use of an alternative accountability plan is contemplated.

4.03.3.1 If NMCS implements an alternative accountability plan including unique learning or performance standards and alternative assessments to measure pupil achievement, the standards must be measurable and assessed annually, and the assessment results must indicate if a pupil meets or does not meet the standard(s). In addition, NMCS shall document the growth and trend data for pupil performance as related to the standard(s). A decision to implement unique locally-defined standards and assessments shall not affect the obligation of NMCS to comply with the state assessment measures and MMSD’s annual standardized testing requirements.

- 4.03.3.2 At appropriate grade-levels, NMCS will participate in District-wide “value-added” assessment of student achievement/growth.
- 4.03.3.3 School scores on standardized tests shall be reported to show the gain in each class (grade level) over the year-long period. Results will be disaggregated by gender, ethnicity, economic status, special education status, home language, LEP status/DPI English Level, and grade level. Scores of pupils shall not be individually identifiable in reported results (e.g., due to limited n size).
- 4.03.3.4 State-wide and local educational assessments children with disabilities and Limited English Proficient (LEP) students will follow the same state and federal standards and procedure (including procedures for providing accommodations and assessments) as are used for MMSD non-chartered school pupils.
- 4.03.4 The NMI Board of Directors retains the right to attain an evaluation of its charter goals through the use of a non-District expert evaluation service. That service will be the financial responsibility of the NMI Board.
- 4.03.5 Informal and on-going assessment.
 - 4.03.5.1 NMCS’ standards for academic excellence are built upon the district’s standards for language arts, math, social studies, science, information literacy, technology, music, art, health and physical education. In addition, NMCS shall have Spanish language arts standards for all students.
 - 4.03.5.2 Teachers will make use of on-going assessment to fine-tune instruction in order to promote students’ language and academic development. Assessment is linked to instructional goals and recognizes students’ developing language proficiencies. Rubrics are used to assess language proficiency, literacy development, and academic achievement in both English and Spanish. Teachers will use multiple methods to evaluate student learning in order to make it authentic and meaningful.

4.04 **The manner in which annual audits of the programmatic operations of the school will be performed.** The MMSD Board or its designee will provide an annual audit of the programmatic operation of the charter school as part of the District’s programmatic evaluation of all District schools. NMCS shall follow the MMSD School Improvement Planning (SIP) Process. As part of the SIP process, NMI may hire independent experts with a background in dual immersion programming to act as friendly observers. If NMI hires such experts, the experts shall be used in lieu of the friendly observers that would be selected by the MMSD. If NMI does not hire independent experts, MMSD will follow its normal procedures regarding the selection and use of independent friendly observers.

5 **Collaboration, Coordination and Cooperation:** The MMSD Board and its designees will collaborate with NMI to assist the charter school with its planning for the operation of the charter school consistent with the terms of this contract. The MMSD Board or its designees shall appoint an MMSD employee to serve as the primary liaison to the NMI, and the NMI shall appoint a person to act as the primary liaison to the MMSD Board/administration. The primary liaisons of the parties shall coordinate and oversee the duties and responsibilities of the parties as sort forth herein.

6 Qualifications of Individuals Employed in the School:

- 6.01 The school board shall employ all personnel for the NMCS, and therefore, the MMSD Board's employment requirements and standards, as well as applicable collective bargaining agreements, will apply to such employees.
- 6.02 The NMCS Principal will be an employee of the District and will be responsible for leading and directing the day-to-day operations of NMCS.
 - 6.02.1 The school's administrative staff shall perform all of the duties and responsibilities established by the MMSD Board and MMSD administration, including but not limited to establishing and monitoring the charter school's operating budget as it respects funds other than NMI funds in NMI accounts, student record-keeping, etc.
 - 6.02.1.1 The maintenance of pupil records, including behavioral records, shall be a responsibility of MMSD and the Principal.
 - 6.02.2 NMI shall be provided with the opportunity to participate in the interview process for the hiring of a Principal, and MMSD shall give NMI's input regarding selection of a Principal weight in the final hiring decision by, if necessary, articulating to NMI reasons for selecting a candidate other than NMI's preferred candidate.
 - 6.02.3 The Assistant Superintendent for Elementary Instruction shall supervise and evaluate the school's administrative staff. The Assistant Superintendent for Elementary Instruction shall ensure that there is a mechanism by which NMI can provide input to the Assistant Superintendent for Elementary Instruction that may be considered in the evaluation of the school's administrative staff.
- 6.03 Individuals employed to work at NMCS will, at a minimum, hold such current licenses or permits as are applicable to charter schools and/or as are required by state law or the Wisconsin Department of Public Instruction.
 - 6.03.1 In the hiring of teaching staff, and to the extent consistent with any limitations found in the applicable collective bargaining agreement, every effort shall be made to ensure that the successful applicant is licensed in both elementary education and bilingual education. In the event that the Principal determines that it is necessary to hire an applicant without both such licenses, the Principal shall consult with the Assistant Superintendent for Elementary Schools prior to making any conditional offer of employment.
- 6.04 A representative from NMI shall be permitted to participate in the interview process for teaching staff hired for NMCS. The NMI representative to the interview committee may provide an advisory recommendation to the Principal. The Principal shall make the final decision among qualified applicants, based upon applicable collective bargaining obligations and District policies. The Principal shall supervise and evaluate staff assigned to the school, except as otherwise provided by under MMSD's general operating procedures and/or applicable collective bargaining agreements.
- 6.05 The District is responsible for providing worker's compensation insurance and liability coverage for its employees.

7 **The requirements for admission to the school:**

- 7.01 Because NMCS is a school of choice, participation in the dual language immersion model at NMCS is entirely voluntary. Prior to enrolling at NMCS, parents and/or guardians will be advised that continuous participation for the duration of the program is essential if their children are to realize the full benefits of the program. Upon enrollment, parents and/or guardians will be required to sign a statement acknowledging that they have been informed of the importance of continuous K-5 participation and that they understand that exiting the program prior to completion of the K-5 program will substantially affect the benefits that can be obtained.
- 7.02 The NMCS designated geographic attendance area shall be identical to the geographic attendance area of the Frank Allis Elementary School (“Allis”).
- 7.03 The application for admission to NMCS by any student who resides outside of the NMCS attendance area shall be treated as a request for a transfer to another school under Board Policy 4023, with the understanding that if the request for a transfer to NMCS is granted to any such student, the school district will not provide transportation between school and the student’s residence. Acceptance of admission to NMCS for any student who resides outside of the NMCS attendance area shall constitute acknowledgement by the parent/guardian that the parent/guardian is responsible for providing transportation to/from school for the student. To the extent any provision of this Contract conflicts with any provision of Board Policy and Procedure 4023, the terms of this Contract shall take precedence as a recognized and Board-sanctioned special exception applicable only to the NMCS admissions process.
- 7.04 **Kindergarten Admissions.** Applications for Kindergarten admission to NMCS for the following school year, will be received until an annual initial application deadline. All applications received by the initial deadline will be sorted into two groups: (1) applications of students who reside within the NMCS attendance area, and (2) applications of students who reside outside of the NMCS attendance area (“Transfer Applicants”).
- 7.04.1 Applicants who reside within the NMCS attendance area and who are siblings of students who (1) are currently attending NMCS during the initial application period; and (2) will continue to be enrolled in NMCS in the following school year, shall be granted admission as a first priority.
- 7.04.2 Transfer Applicants who are siblings of students who (1) are currently attending NMCS during the initial application period; and (2) will continue to be enrolled in NMCS in the following school year, shall have their transfer approved as a second priority in admissions provided that the Department of Public Instruction grants a waiver to MMSD and NMI of the requirement found in WIS. STAT. § 118.40(4)(a)1 regarding preferences in admission for Charter schools that replace an existing public school “in part” (or if DPI informs the District that the restriction found in § 118.40(4)(a)1 is inapplicable). In the event such a waiver is obtained, the sibling preference for Transfer Applicants identified in this paragraph shall supersede any contrary provision in Board Policy and Procedure 10000.
- 7.04.3 If, following applicable sibling preferences, the total number of students residing within the NMCS attendance area who apply by the initial application deadline is equal to or less than the number of seats that are available in approved

Kindergarten sections, then all such students shall be notified of their admission to NMCS. If, following applicable sibling preferences, the total number of students residing within the NMCS attendance area who apply by the initial application deadline is greater than the number of available seats, a lottery will determine which students will be admitted into the school and where students will be placed on a waiting list.

7.04.3.1 In the event additional applications from students residing within the NMCS attendance area are received following the initial application deadline but prior to the date that is established for enrolling Transfer Applicants, the intra-NMCS-area applicants shall either be admitted to NMCS in the order received (if seats are available), or added to the end of the waiting list established in the preceding paragraph in the order received (if seats are not available).

7.04.4 The applications of Transfer Applicants received by the initial application deadline shall be grouped according to the following categories:

7.04.4.1 Siblings of students who (1) are currently attending NMCS during the initial application period; and (2) will continue to be enrolled in NMCS in the following school year shall have first priority among Transfer Applicants (unless already admitted under the DPI waiver identified above)

7.04.4.2 Children of staff members at NMCS shall have second priority among Transfer Applicants

7.04.4.3 Children of individuals designated as “founders” of the NMCS charter school shall have third priority among Transfer Applicants. [The list of Founders is as proposed to the Board at the August 13, 2007 Board meeting].

7.04.4.4 All other Transfer Applicants shall have fourth priority.

7.04.5 If there is space available within NMCS 14 days prior to the first day of the upcoming school year and there are no intra-NMCS-area applicants seeking admission to NMCS, Transfer Applicants who submitted applications by the initial application deadline shall be admitted to NMCS in the order of the priority categories established above, with lotteries and waiting lists created as necessary within each priority category.

7.04.6 Transfer Applicants who apply to NMCS following the initial application deadline shall be placed in the fourth priority category (see above) regardless of any other status and shall be placed on the waiting list for that category, in the order received, following the last student who submitted his/her application prior to the initial application deadline.

7.04.7 If space becomes available at any time during the two weeks just prior to the start of school or during the school year, Transfer Applicants will be granted a transfer so long as no student residing within the NMCS attendance area has a pending application for enrollment.

- 7.04.8 It is the intent of the School Board and NMI that at all times, with the exception of a sibling preference supported by a DPI waiver, that students who live within the NMCS attendance area who wish to enroll in NMCS shall be allowed to enroll in NMCS over students who reside outside of the NMCS attendance area and who are also seeking enrollment (i.e., Transfer Applicants).
- 7.04.9 A student who resides outside of the NMCS geographic attendance area but who transfers to Allis Elementary pursuant to Board Policy does not thereby attain the status of student who resides within the NMCS attendance area.
- 7.05 **Waiting lists into the Kindergarten year:** Waiting lists created under Section 7.04 shall remain in place and shall be used to fill vacancies that arise in any Kindergarten section until and including the first day of the 3rd quarter. Following the first day of the 3rd Quarter, the Kindergarten waiting lists shall dissolve and no additional transfers into NMCS will be approved for the remainder of the school year, except through the appeal process identified in Board Procedure 4023 at sub-sections and 3.b.8) and 3.b.9). At this time and through the 3rd Friday in March, any parent/guardian wishing to enroll a student (whether residing within or outside of the NMCS attendance area) into NMCS for first grade may file an internal transfer request.
- 7.06 **1st Grade Admissions.** The District will use the applications for 1st grade admission to NMCS that are filed by the 3rd Friday in March to allow enrollment into the first grade at NMCS on a space-available basis (i.e., without adding any more additional sections or staff allocation than would be necessary in the absence of the additional enrollment), granting preference to applicants using the same standards as are applied to initial Kindergarten admissions. Such admissions to first grade may be granted, per the order of any waiting lists, through the first two weeks of the school year. Following the first two weeks of the school year, admissions to 1st grade shall be made pursuant to Section 7.07.
- 7.07 **Admission after the start of 1st Grade.** Any student seeking to enroll in NMCS after the beginning of 1st grade should submit an application for enrollment by using the standard MMSD school transfer process and must demonstrate adequate (i.e., grade-level appropriate considering all relevant factors) language competency through appropriate assessment(s) such that it is determined that enrollment at NMCS is an educationally appropriate placement. NMCS shall provide an opportunity for the parents to meet with the Principal to discuss the advantages and disadvantages of admission after the start of the first-grade school year. Such enrollment decisions will be made pursuant to an assessment of available space (i.e., without adding any additional class sections or staff allocation). In admissions after 1st grade, students residing within the NMCS attendance area shall continue to have priority over Transfer Applicants outside of the NMCS attendance area in the event that multiple students are seeking enrollment at the same time to an insufficient number of seats.
- 7.08 **Revocation of Enrollment for a Transfer Applicant.** Revocation of enrollment for a Transfer Applicant shall be permitted only under the standards identified in School Board Policy for the revocation of internal transfers, and only with the prior approval of the Assistant Superintendent for Elementary Schools.
- 7.09 The standards and procedures identified in Section 7.06 and Section 7.07 may be modified as provided in Subsection 4.01.4.

- 8 **The public school alternatives for pupils who reside in the school district and do not wish to attend or are not admitted to the charter school:** Students who do not wish to attend or who are not admitted to NMCS will be entitled to attend the non-charter MMSD elementary school designated for their residence. Subject to compliance with District policies and procedures and the criteria for admission, such students may also be eligible to seek a transfer to a different charter or non-charter elementary school and/or to seek to participate in an MMSD alternative program.
- 9 **The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the school district population:** The recruitment of students is the means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the School District population. The NMI Board and the MMSD Board, or their designees, will collaboratively develop and implement a recruitment plan that includes developing a description of the program which may include (1) sending the description to all of the elementary schools in the District; (2) sending the notice to all elementary school PTOs; (3) posting the description on the MMSD Web site and/or at other MMSD schools; and (4) placing the description of the program in newspapers that target various groups of students/families. Outreach efforts will be especially targeted toward underserved populations.
- 10 **Students with Special Needs:** NMCS is a public school committed to serving children with disabilities whether such children are previously or newly identified as children with disabilities. NMCS will follow the MMSD's special education plan and program, including the provision of alternative assessment procedures that follow District, state and federal special education laws and policies. Through its policies and procedures, NMCS will comply with the requirements of the Individuals with Disabilities in Education Act (IDEA), Section 504 of the Rehabilitation Act, and the applicable provisions of Subchapter V of Ch. 115, Wis. Stats., including but not limited to identifying, evaluating, planning programs and services and providing a free and appropriate public education (FAPE) as required by those laws.
- 11 **NMCS Participation in Bilingual-Bicultural Education under Subchapter VI of Ch. 115:** No student who enrolls in NMCS forfeits any rights to participate in a Bilingual-Bicultural Education program established and provided under Subchapter VI of Ch. 115. However, if necessary, such a program and such services and programming may be offered at a different MMSD school.
- 12 **The procedures for disciplining pupils:** The pupils who are enrolled in NMCS shall be subject to the MMSD Board policies and procedures related to student discipline.
- 13 **The procedures that will be followed to ensure the health and safety of the pupils.** NMCS will comply with local, state and federal laws and regulations, codes and the MMSD Board policies that apply to public schools as they relate to the health and safety of pupils. NMCS students will have access to the District's health services as provided within the Allis elementary school building. NMCS shall ensure that all of its pupils follow Wisconsin immunization requirements.
- 14 **Amount to be paid to the charter school during each school year of the contract.** During the original 5-year charter contract (2004-2009), the NMCS followed the "incorporated budget" model in regard to the financial relationship between MMSD, NMCS and NMI, under which most services are provided to NMCS through a District-designed formula. The parties intend to continue the same financial practices and arrangements during the term of this Agreement. Accordingly, the NMCS will be allocated discretionary school-based funds by the MMSD in a manner consistent with the allocation of such funds to other MMSD elementary-school sites and programs. Such allocated funds shall be expended according to an annual budget approved by the NMI Board and the MMSD.

- 14.01 NMCS may participate in and, where approved, shall follow District grant-writing procedures. MMSD will provide grant administration services for any grant received that was approved by MMSD at the application stage. As an independent entity, NMI has the discretion to apply for and independently administer grant resources beyond those that involve the MMSD.
- 15 **The manner in which annual audits of the financial operations of the school will be performed:**
The MMSD Board or its designee will conduct an annual financial audit of the financial operations of NMCS.
- 15.01 **The types and limits of the liability insurance that the charter school will carry.** MMSD will provide the same type and limits of liability insurance for NMCS operations as an instrumentality of the School District that it provides for the operations of other MMSD schools and their employees, authorized volunteers, etc.
- 15.02 **The effect of the establishment of the charter school on the liability of the school district.**
The MMSD Board shall assume the liability of the charter school in the same manner and to the same degree the MMSD Board assumes the liability with regard to its other schools, school programs, school employees, school volunteers, etc. The MMSD is not agreeing by this contract to indemnify or hold harmless NMI or its Board for their own liability for their own acts or omissions. Similarly, NMI is not agreeing by this contract to indemnify or hold harmless the MMSD or its Board for the acts or omissions of the School District.
- 16 **A description of the school facilities:**
- 16.01 The NMCS shall be allocated space within the Frank Allis Elementary School building for its K-5 program. So long as NMCS is designated as a SAGE school, K-3 enrollment shall be at a maximum teacher-student ratio of 1:15 except as otherwise supported by DPI rules/regulations. The teacher-student ratio in grades 4 and 5 shall generally not exceed 1:25 except as otherwise permitted by MMSD policy and approved at the discretion of the Assistant Superintendent for Elementary Schools.
- 16.02 Each year, there shall be sufficient space within the Allis/NMCS building that is dedicated to NMCS to allow for student enrollment into at least one of three guaranteed Kindergarten sections. Based on the number of NMCS applicants who reside within the NMCS attendance area (and any priority admissions that occur before the general intra-NMCS area group is considered), the Superintendent shall have discretion to approve additional sections after weighing factors associated with building space, cost, corresponding impacts on Allis Elementary, and availability of qualified teaching staff. The Superintendent will provide NMI with a statement of the reasons that he has approved or denied the creation of additional K sections. No applicants will be notified of admission to any tentatively approved section until the approval of the section becomes final (which may be as late as the first or second week in September).
- 16.03 The creation of multi-age and/or combined-section classrooms may be considered within NMCS, as is also done in other MMSD elementary schools. In the event that it becomes necessary to create a multi-age and/or combined-section classroom within the shared Allis/NMCS building due to space constraints, the multi-age or combined-section classroom shall be allocated to NMCS if discretion to add sections has been exercised under 16.02 and there are more total NMCS sections in existence than there would be in the

absence of the exercise of such discretion. Otherwise, neither school shall bear a disproportionate burden of multi-age and/or combined-section classrooms.

17 Exemptions from Statutes, Policies or Contracts

- 17.01 Except as expressly identified in this paragraph, there are no specific federal or state statutes/regulations or District policies/procedures from which NMCS should be exempt. The charter school operates under the policies and procedures of the MMSD School Board, although the policies and procedures regarding admission into NMCS as set forth herein are permitted as a Board-authorized exception to general MMSD policies governing enrollment and transfers. The NMI Board of Directors and the site-based Site Leadership Council work in conjunction with the school administration to establish NMCS operating guidelines.
- 17.02 At this point, no changes in the existing collective bargaining agreement are expected. If changes arise, NMCS will follow the existing procedure established by MTI and MMSD to obtain a memorandum of understanding.

18 **Mediation of Disputes.** This Section applies solely to disputes over the interpretation and application of the terms of the parties' mutual rights and obligations under this contract. Day-to-day administration of the terms of this contract shall be a joint function and responsibility of the NMI Board and its designees and the School Board and its designees. Where the parties' designees are unable to resolve a dispute over a significant and substantial provision of the contract, and prior to taking the dispute to the School Board or to any other forum for resolution, the parties' designees may consider seeking assistance from a mutually acceptable neutral mediator.

- 18.01 The mediator shall have no power to compel action by either party, but shall facilitate settlement discussions between the parties. If the parties' designees are unable to resolve the dispute with the mediator's assistance, the mediator may submit a non-binding written recommendation that offers an opinion concerning the proper interpretation of the contract. Any written recommendation from the mediator shall be provided to the School Board if the matter is brought to the School Board for action. The parties' meetings with the mediator and any written recommendation from the mediator shall be considered privileged settlement discussions in any subsequent litigation between the parties.
- 18.02 The parties may determine by mutual agreement that a dispute concerns a "significant and substantial" provision of the contract and that the dispute is amenable to mediation. However, in the event the parties are unable to agree that a specific dispute is amenable to mediation, each party shall individually be entitled to compel mediation over one issue during each school year covered by this contract, and whenever a party seeks to exercise its right to compel mediation the opposing party shall have the right to select the mediator in the event the parties are unable to agree on the selection of the mediator.
- 18.03 The Madison Metropolitan School District shall pay the cost of the services of mediators appointed pursuant to this provision, not to exceed a total of \$1,000 in any one school year. In the event this \$1,000 cap has been reached in any one school year, the School District may condition any further efforts at mediation (including otherwise compelled mediation under 14.02) on the availability of a mutually acceptable mediator who does not charge a fee.

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

- 19.01 The charter school violated its Contract with the MMSD Board;
- 19.02 The pupils enrolled in the charter school failed to make sufficient progress toward attaining the state educational goals under WIS. STAT. § 118.01;
- 19.03 The charter school failed to comply with generally accepted accounting standards of fiscal management;
- 19.04 The charter school violated WIS. STAT. § 118.40; or
- 19.05 Other good and legally-sufficient cause.

At least 30 days before taking action to revoke the Charter and terminate this contract, the MMSD Board shall notify the NMI in writing of the proposed action to revoke the Charter and terminate this contract. The written notice shall state the reason(s) for the proposed action to revoke the Charter and terminate this Contract and that the NMI may request in writing, within ten (10) days after receiving the notice, an opportunity to present information relative to the proposed action to revoke the Charter and terminate this Contract at a public hearing before, or a meeting with, the MMSD Board. Failure by the NMI to make a written request for a public hearing or meeting within ten (10) days after receiving written notice shall constitute NMI's agreement that the Board can revoke the Charter and terminate this Contract. Upon receiving a timely request from NMI for a hearing or meeting, the MMSD Board shall give reasonable notice to the NMI of the requested public hearing or meeting date and the opportunity to present information. The MMSD Board shall conduct the public hearing or meeting before taking final action to revoke the contract. At the meeting in which the Board may take action to revoke the Charter and terminate this Contract, the Board may consider other options such as maintaining the contract by allowing NMI a reasonable opportunity to correct the problem.

20 **Contract Renewal:** Pursuant to Sec. 118.40, Wis. Statutes, this Nuestro Mundo Community School Contract may be renewed for any term not exceeding five (5) school years. The MMSD Board shall make a final decision whether to renew this contract with NMI no later than six (6) months prior to the expiration date of this Contract. The MMSD Board or its administration shall send written notice to NMI of any contemplated action to nonrenew this contract no later than sixty (60) days prior to the date that the Board may take final action to nonrenew the contract and terminate the Charter. The written notice shall state the grounds for the contemplated action and that NMI may file a written request, within thirty (30) days of receipt of the notice, for an opportunity to present information relative to the proposed action at a public hearing or meeting of the School Board to be held prior to the date of any final decision with respect to renewal or nonrenewal of this contract. Upon receiving a timely request for a public hearing or meeting from NMI, the School Board shall provide NMI with reasonable notice of the date and time of the hearing or meeting, and such hearing or meeting shall be conducted prior to the Board's vote taking final action. Failure by NMI to make a timely written request for a public hearing or meeting with the Board shall be treated as acquiescence to the proposed action.

21 **Term:** The term of this Agreement shall be for a five-year period commencing July 1, 2009, and terminating June 30, 2014.

APPENDIX 1

Language Expectations

| Language Expectations |
|---|
| Kindergarten |
| Listening skills and beginning responses in the student's second language. |
| First Grade |
| Students begin to express themselves in second language. |
| Second Grade |
| Students converse and express themselves regarding school related topics in second language. |
| Third Grade |
| Students continue their oral language skill development and demonstrate literacy skills in both English and Spanish. |
| Fourth Grade |
| All students will be prepared to take the WKCE (Wisconsin Knowledge Comprehension Test) in English (spring). |
| Fifth Grade |
| Students demonstrate oral language skills, literacy skills, and academic proficiencies in both English and Spanish. |