

MADISON METROPOLITAN SCHOOL DISTRICT



# **NMCS Charter Revisions**

# Overview of Key Revisions

- More rigorous and frequent reviews of progress (3.02, 4.04, 24)
- Modify student achievement goals and include more robust measures of student performance (4.01, 4.02, 4.03, Appendix 1)
- Clarify the admissions process, which is expressly aligned to the process used for other DLI programs (7.04)



# Overview of Key Revisions

- Add language regarding the Maywood location and related arrangements with the Monona Grove School District (8, 16, 18.01)
- Clarify budgetary obligations (2, strike-out 11, 16)
- Integrate language from previous contract amendments (8, 10, 12, 18.01, 19, 22, 24)



# Recommendation

- It is recommended that the Board approve the charter contract for the Nuestro Mundo Community School for a term of five years beginning July 1, 2014 through June 30, 2019.



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 recognized 501(c)(3) 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 and without cost or expense to NMCS. 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;
  - ~~2.01~~2.02 Human Resource operations;
  - ~~2.02~~2.03 Assisting in staff training and curriculum development;
  - ~~2.03~~2.04 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 ~~C~~harter ~~S~~chool 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~~ policies and ~~a mutually created~~ 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. The Bridging Committee shall meet at least quarterly and shall use a mutually agreed upon agenda for purposes of organizing the meeting. NMI and MMSD shall alternately serve as notetakers. Meeting minutes shall be distributed within one week of the meeting date.
- 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 the 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, ~~(3)~~ training school personnel and such other persons involved in the school that NMI appoints to teams, committees or councils, ~~(4)~~ the organization and operation of the Site Leadership Council, ~~(5)~~ conducting recruiting and other community outreach activities; and ~~(6)~~ ensuring that any NMI-approved volunteers or contracted agents working in connection with the Charter School have been screened pursuant to MMSD Policy 7543~~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.

3.07 Meetings of the NMI Board of Directors shall be posted in accordance with the requirements set forth under the Wisconsin Open Meetings Law (Wis. Stat. sec.19.81, et. al.). The NMI Board of Directors shall provide a copy of the meeting agenda to the Secretary for the MMSD Board by noon on the Thursday preceding the meeting for publication as part of MMSD's weekly meeting notice.

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#### 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.*

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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~~ at the American Council on the Teaching of Foreign Languages (ACTFL) intermediate-mid level in Spanish. English language learners should be proficient in the English language as represented by a WIDA English Language Proficiency Level of 4.0.

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 and math on Spanish assessments aligned to the Common Core State Standards (i.e. the Fountas and Pinnell Spanish Literacy Assessment and the Writing and Reading Assessment Profile), ~~writing, and math according to district and Wisconsin state standards.~~

4.02.2.2 Develop proficiency in speaking, listening, reading and writing in English and Spanish as evidenced by the ACCESS for English language learners and ACTFL proficiency levels, ~~oral and written proficiency (social and academic) in both their native language and target language.~~

4.02.2.3 Achieve at or above grade level in reading and math, by the end of 5<sup>th</sup> grade, on English assessments aligned to Common Core State Standards (i.e. MAP and Smarter Balanced Assessment). ~~Perform at or above grade level in academic areas in both languages.~~

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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 intercultural competency~~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 5<sup>th</sup> grade and the 6<sup>th</sup> through 8<sup>th</sup> grade assessments of students who completed the 5<sup>th</sup> grade at NMCS.

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4.03.2.4 The percentage of NMCS pupils classified as English language learners meeting all Annual Measurement Achievement Objectives as defined by the Department of Public Instruction is the same as, or higher than, the average of similar students in corresponding grades in other MMSD schools. These objectives include:

- Annual increases in the number or percentage of students making progress in learning English;
- Annual increases in the number or percentage of students attaining English language proficiency by the end of the school year;

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~~4.03.2.4 • Adequate progress for the English language learner subgroup (under Title I) in meeting grade-level academic achievement standards in English Language Arts (Reading) and Math. 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 Eighty percent of NMCS pupils will demonstrate adequately yearly progress in oral Spanish (social and academic) as assessed by common formative assessments based on ACTFL proficiency levels or a similarly rigorous measure of language proficiency.

~~4.03.2.5~~ 4.03.2.6 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 ~~four~~three of the ~~six~~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 of 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. In addition to the provision of evidence of progress towards goals specifically identified in NMCS’s SIP, NMI shall also, annually provide evidence of progress toward meeting each student achievement/performance goal set forth in Section 4.03, above. Evidence may include, but is not limited to, Data Dashboard reports and DPI report cards.

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 set forth herein.

**6 Qualifications of Individuals Employed in the School:**

6.01 The ~~S~~chool ~~B~~oard 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 ~~C~~harter ~~S~~chool'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 ~~and Deputy Assistant Superintendent~~ shall supervise and evaluate the school's administrative staff. The Assistant Superintendent for Elementary Instruction ~~and Deputy Assistant Superintendent~~ 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 ~~S~~chool ~~D~~istrict 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 and First Grade Admissions.** ~~\_\_\_\_\_~~ Applications for Kindergarten and First Grade admission to NMCS for the following school year, will be received until an annual initial application deadline. The application deadline shall align to the MMSD deadline for receipt of applications for the MMSD dual language immersion programs. All applications received by the initial deadline will be sorted into two groups: (1) native Spanish speakers (scoring a 1 or 5 on the DPI-approved language proficiency assessment), and (2) non-Spanish speakers or native English speakers. Seats will be filled at an ideal ratio of 50:50 (not to exceed a 60:40 linguistic balance) using two separate lotteries. ~~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 a dual language immersion program NMCS during the initial application period; and (2) will continue to be enrolled in a dual language immersion program NMCS in the following school year, shall be granted admission as a first priority.

7.04.2 Transfer Applicants (students who reside outside of the NMCS attendance area) who are siblings of students who (1) are currently attending a dual language immersion program at NMCS, Sennett Middle School or La Follette High School NMCS during the initial application period; and (2) will continue to be enrolled in such dual language immersion program 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. A separate lottery will be held for each of the two groups described in paragraph 7.04, above.

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 If, after placing all students with a sibling preference, as set forth in paragraphs 7.04.1 and 7.04.2 and all NMCS attendance area applicants, as set forth in paragraph 7.04.3, there are still seats available, additional Transfer Applicants may be admitted based on the following priorities: 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~~7.04.4.1 Children of staff members at NMCS shall have first~~second~~ priority among Transfer Applicants.

~~7.04.4.3~~7.04.4.2 Children of individuals designated as “founders” of ~~the~~ NMCS ~~charter school~~ shall have second~~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~~7.04.4.3 All other Transfer Applicants shall have third ~~fourth~~ priority and shall be admitted pursuant to a dual lottery process based on the two groups established in 7.04.

- 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 ~~after following~~ the initial application deadline ~~has passed~~ shall be placed in the ~~third~~~~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.~~

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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 3<sup>rd</sup> quarter. Following the first day of the 3<sup>rd</sup> 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 3<sup>rd</sup> Friday in March, any parent/guardian wishing to enroll a student (whether residing within or outside of the NMCS attendance area) into NMCS for ~~1<sup>st</sup>~~ first grade may file an internal transfer request.

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~~7.06 **1<sup>st</sup> Grade Admissions.** The District will use the applications for 1<sup>st</sup> grade admission to NMCS that are filed by the 3<sup>rd</sup> 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 1<sup>st</sup> grade shall be made pursuant to Section 7.07.~~

~~7.07~~7.06 **Admission after the start of 1<sup>st</sup> Grade.** Any student seeking to enroll in NMCS after the ~~first day of the 3<sup>rd</sup> quarter~~ beginning of 1<sup>st</sup> 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

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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 1<sup>st</sup> 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~~ **7.07 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 Enrollment of Residents of Monona Grove School District (MGSD) in NMCS: So long as NMCS is located within the Maywood Elementary School within the MGSD, up to five (5) students who reside within the MGSD may enroll in the NMCS kindergarten class each year. MGSD-resident students enrolling in NMCS pursuant to the terms of the intergovernmental agreement by and between the MMSD and MGSD shall not be required to apply for open enrollment. If space and finances allow, however, the intergovernmental agreement shall not be construed as to prohibit families whose children are not selected to attend NMCS as part of the intergovernmental agreement from applying for open enrollment pursuant to the timelines and processes set forth in Wis. Stat. §118.40 and MMSD Board Policy 4025.

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MGSD-resident students enrolling in NMCS pursuant to the terms of the intergovernmental agreement may enroll in the NMCS without regard for whether their native and/or primary language is English or Spanish. However, all requirements set forth in paragraph 7.01 of the Charter Contract shall apply.

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If more than five (5) MGSD families indicate a desire to enroll in the NMCS kindergarten class, it shall be at the discretion of the Board of Education of the MGSD to determine the appropriate criteria for selecting which interested students shall be permitted to enroll. The sibling preference articulated within paragraph 7.04 of the Charter Contract shall apply as an initial preference. Any remaining spaces may be filled at the discretion of the MGSD Board. MGSD must select students for enrollment and provide information regarding the students, including native language, to the MMSD by no later than March 10 of the preceding school year. MMSD shall make such information available to NMCS.

MGSD shall pay tuition to MMSD pursuant to the terms and conditions set forth in Section 3(E)(v),(vi) of the intergovernmental agreement.

MGSD may submit a written request to the MMSD seeking to expand the number of MGSD-resident students permitted to enroll in an incoming kindergarten class from five(5) students to up to ten (10) students. This request must be submitted to MMSD by no later than February 1 of the school year preceding the year in which the expansion is desired. MMSD shall immediately forward any such request to NMI and shall engage with the Bridging Committee to review and consider the request. MMSD shall provide a written response to such request on or before March 1 following the request. Any increase in the number of MGSD-resident students enrolling in an incoming kindergarten class beyond five (5) shall be subject to a linguistic balance requirement. The means by which a linguistic balance will be reached and maintained shall be at the discretion of the MGSD Board.

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9 The public school alternatives for pupils who reside in the Sschool Ddistrict and do not wish to attend or are not admitted to the Ccharter Sschool: 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.

810 Tuition. As expressed in Chapter 118.40, Wisconsin Statutes, NMCS shall not charge tuition. NMCS may charge student fees provided the MMSD Board of Education has approved the fees pursuant to MMSD Board Policy 3710.

11 The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the Sschool Ddistrict 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.

~~9~~<sup>12</sup> **Nondiscrimination:** NMCS will not discriminate in admissions or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, pregnancy or marital status, sexual orientation, physical, mental or learning disability or homeless or migrant status.

~~10~~<sup>13</sup> **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~~<sup>14</sup> **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~~<sup>15</sup> **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~~<sup>16</sup> **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~~ 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. In addition to the standard allocation process, MMSD shall be liable for all payments to the Monona Grove School District for occupancy of the Maywood Elementary School, located at 902 Nichols Road, Monona, WI, as set forth in the lease document entered into by and between the MMSD and the Monona Grove School District. The MMSD shall maintain the unilateral authority to change or modify the process for allocating discretionary school-based funds through the term of the Agreement.

16.01 The MMSD will allocate federal funds for which NMCS is eligible in a manner consistent with the allocation of federal funds to other MMSD elementary school sites and program.

~~14.04~~16.02 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~~17 **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.

~~15.04~~17.01 **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~~17.02 **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~~18 **A description of the school facilities:**

**18.01 NMCS shall be housed in the Maywood Elementary School located at 902 Nichols Road, Monona, WI. The Maywood Elementary School is located within the boundaries of the Monona Grove School District (MGSD). MMSD and MGSD are parties to an intergovernmental agreement and lease, which, when read together, contain all of the agreements and promises made by and between the MMSD and MGSD regarding MMSD's permitted use of Maywood Elementary School. A copy of the agreements by and between MMSD and MGSD are attached hereto as APPENDIX 2. These agreements are set to expire on June 30, 2018. Before that date, NMI shall undertake all necessary steps to identify an alternative location within the boundaries of the MMSD.**

~~16.04~~18.02 ~~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 enrollment shall be at a maximum teacher-student ratio of 1:18.5 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~~18.03 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~~ **NMCS shall be permitted to enroll at least one kindergarten section.** 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

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considered), the Superintendent shall have discretion to approve an additional section after weighing factors associated with building space, cost, corresponding impacts on enrollments at Allis Elementary, and availability of qualified teaching staff. The Superintendent will provide NMI with a statement of the reasons that s/he has approved or denied the creation of an additional kindergarten 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). The determination to add an additional kindergarten section shall be made annually based on the above factors. Creation of an additional section in one school year will not guarantee that an additional section will be approved in any subsequent year.

~~16.03~~18.04 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.~~

19. Transportation: Transportation shall be provided to students enrolled in NMCS pursuant to and consistent with MMSD Board of Education Policies 4023, 4025, 4213 and 5111, the intergovernmental agreement between MMSD and the MGSD and Wisconsin Statute sec. 121.54.

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#### 17.20 Exemptions from Statutes, Policies or Contracts

~~17.01~~20.01 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~~20.02 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.

~~18.21~~ 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~~21.01 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 Ceontract. 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~~21.02 The parties may determine by mutual agreement that a dispute concerns a "significant and substantial" provision of the Ceontract 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 Ceontract, 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~~21.03 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.

**22 Nonsectarian. NMCS shall be nonsectarian in all its programs, admissions policies, employment practices and all other operations.**

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~~19.23~~ **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~~23.01 The ~~C~~harter ~~S~~chool violated its Contract with the MMSD Board;

~~19.02~~23.02 The pupils enrolled in the ~~C~~harter ~~S~~chool failed to make sufficient progress toward attaining the state educational goals under Wis. STAT. § 118.01;

~~19.03~~23.03 The ~~C~~harter ~~S~~chool failed to comply with generally accepted accounting standards of fiscal management;

~~19.04~~23.04 The ~~C~~harter ~~S~~chool violated Wis. STAT. § 118.40; or

~~19.05~~23.05 Other good and legally-sufficient cause.

At least 30 days before taking action to revoke the Charter and terminate this ~~C~~ontract, the MMSD Board shall notify the NMI in writing of the proposed action to revoke the Charter and terminate this ~~C~~ontract. 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 ~~C~~ontract. 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 ~~C~~ontract by allowing NMI a reasonable opportunity to correct the problem.

**24 Contract Renewal:**

~~24.01~~ During the course of this Contract, the District shall perform an audit of the NMI's compliance with all terms of this agreement including academic and operational performance, governance, financial management and legal compliance. Such audits shall occur following the first year, the third year and the fourth year of this Contract and shall be used, in part, to inform the renewal process as set forth below.

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~~20~~24.02 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 ~~C~~ontract with NMI no later than six (6) months prior to the expiration date of this Contract. By August 30, 2019, NMI must submit a completed Charter Renewal Application, which shall be used to inform the Superintendent's recommendation to the MMSD Board regarding renewal. The MMSD Board or its administration shall send written notice to NMI of any contemplated action to nonrenew this ~~C~~ontract 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<sup>25</sup> **Term:** The term of this Agreement shall be for a five-year period commencing July 1, 2014<sup>09</sup>, and terminating June 30, 2019<sup>14</sup>.

22 **Amendment of 2004-2009 Contract to Provide for Meetings Regarding Dual-Immersion Programming in the MMSD:** ~~Notwithstanding that no other provision of this Contract commences until July 1, 2009, this Paragraph serves to expressly amend the 2004-2009 NMCS Charter School contract and requires the MMSD administration, as represented by the Superintendent and/or the Assistant Superintendents, and representatives of the NMI Board to set mutually agreeable dates for meetings to discuss the topics of dual-immersion programming within the MMSD and possible expansion of such programming, including possible programming in the middle and high school grades and/or possible changes to attendance zones to permit expansion at the elementary level. At least three such dates shall be established and at least three such meetings shall be held between February 1, 2009 and June 30, 2009.~~

23<sup>26</sup> **Instrumentality:** The NMCS shall be an instrumentality of the Madison Metropolitan School District.

24<sup>27</sup> **Applicable Law:** This Contract shall be governed by the laws of the State of Wisconsin and, to the extent applicable, the laws of the United States.

25<sup>28</sup> **Partial Invalidity:** If any provision of this Contract or any specific application shall be invalid or unenforceable, the remainder of the Contract, or the application of other provisions, shall not be affected and all remaining provisions of the Contract shall be valid and enforceable to the extent permitted by law.

26<sup>29</sup> **Entire Agreement:** This is the entire agreement of the parties with respect to the subject matter hereof. The agreement shall not be amended except by written document that is approved and signed by both parties hereto. This agreement is binding upon the parties hereto and their successors and assigns. This Contract contemplates no third-party beneficiaries with any enforceable rights or obligations under this Contract.





**APPENDIX 1**

**Language Expectations**

<b><u>Language Expectations</u></b>
<b><u>Kindergarten</u></b>
<ul style="list-style-type: none"><li>• <u>Participate in collaborative conversations with diverse partners about <i>kindergarten topics and texts</i> with peers and adults in small and larger groups. (Common Core State Standard: Speaking and Listening 1)</u></li><li>• <u>Students at all levels of English proficiency interact with grade-level words and expressions in the following areas (WIDA English Language Development Standards):</u><ul style="list-style-type: none"><li>○ <u>Social and Instructional Language</u></li><li>○ <u>The Language of Language Arts</u></li><li>○ <u>The Language of Mathematics</u></li><li>○ <u>The Language of Science</u></li><li>○ <u>The Language of Social Studies</u></li><li>○ <u>The Language of the Humanities</u></li></ul></li><li>• <u>Students identified as Limited English Proficient, will meet all Annual Measurable Achievement Objectives as evidenced through the ACCESS for English Language Learners assessment.</u></li></ul>
<b><u>First Grade</u></b>
<ul style="list-style-type: none"><li>• <u>Participate in collaborative conversations with diverse partners about <i>grade 1 topics and texts</i> with peers and adults in small and larger groups. (Common Core State Standard: Speaking and Listening 1)</u></li><li>• <u>Students at all levels of English proficiency interact with grade-level words and expressions in the following areas (WIDA English Language Development Standards):</u><ul style="list-style-type: none"><li>○ <u>Social and Instructional Language</u></li><li>○ <u>The Language of Language Arts</u></li><li>○ <u>The Language of Mathematics</u></li><li>○ <u>The Language of Science</u></li><li>○ <u>The Language of Social Studies</u></li><li>○ <u>The Language of the Humanities</u></li></ul></li><li>• <u>Students identified as Limited English Proficient, will meet all Annual Measurable Achievement Objectives as evidenced through the ACCESS for English Language Learners assessment.</u></li></ul>
<b><u>Second Grade</u></b>
<ul style="list-style-type: none"><li>• <u>Participate in collaborative conversations with diverse partners about <i>grade 2 topics and texts</i> with peers and adults in small and larger groups. (Common Core State Standard: Speaking and Listening 1)</u></li><li>• <u>Students at all levels of English proficiency interact with grade-level words and expressions in the following areas (WIDA English Language Development Standards):</u><ul style="list-style-type: none"><li>○ <u>Social and Instructional Language</u></li><li>○ <u>The Language of Language Arts</u></li><li>○ <u>The Language of Mathematics</u></li><li>○ <u>The Language of Science</u></li><li>○ <u>The Language of Social Studies</u></li><li>○ <u>The Language of the Humanities</u></li></ul></li><li>• <u>Students identified as Limited English Proficient, will meet all Annual Measurable</u></li></ul>

Achievement Objectives as evidenced through the ACCESS for English Language Learners assessment.

**Third Grade**

- Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on *grade 3 topics and texts*, building on others' ideas and expressing their own clearly. (Common Core State Standard: Speaking and Listening 1)
- Students at all levels of English proficiency interact with grade-level words and expressions in the following areas (WIDA English Language Development Standards):
  - Social and Instructional Language
  - The Language of Language Arts
  - The Language of Mathematics
  - The Language of Science
  - The Language of Social Studies
  - The Language of the Humanities
- Students identified as Limited English Proficient, will meet all Annual Measurable Achievement Objectives as evidenced through the ACCESS for English Language Learners assessment.

**Fourth Grade**

- Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on *grade 4 topics and texts*, building on others' ideas and expressing their own clearly. (Common Core State Standard: Speaking and Listening 1)
- Students at all levels of English proficiency interact with grade-level words and expressions in the following areas (WIDA English Language Development Standards):
  - Social and Instructional Language
  - The Language of Language Arts
  - The Language of Mathematics
  - The Language of Science
  - The Language of Social Studies
  - The Language of the Humanities
- Students identified as Limited English Proficient, will meet all Annual Measurable Achievement Objectives as evidenced through the ACCESS for English Language Learners assessment.

**Fifth Grade**

- Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on *grade 5 topics and texts*, building on others' ideas and expressing their own clearly. (Common Core State Standard: Speaking and Listening 1)
- Students at all levels of English proficiency interact with grade-level words and expressions in the following areas (WIDA English Language Development Standards):
  - Social and Instructional Language
  - The Language of Language Arts
  - The Language of Mathematics
  - The Language of Science
  - The Language of Social Studies
  - The Language of the Humanities
- Students identified as Limited English Proficient, will meet all Annual Measurable Achievement Objectives as evidenced through the ACCESS for English Language Learners assessment.

**APPENDIX 1**

**Language Expectations**

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

**Comment [User1]:** SRJ: More descriptors need to be included in this Appendix about language development and assessments.

Summary of Substantive Changes to the Nuestro Mundo Charter Contract

Page #	Section	Summary of Change
1	2	Clarification of administrative services being provided by central office
2	3.02	More specific requirements for Bridging Committee meetings to ensure regular, meaningful communication between NMI Board and MMSD administration
3	3.08	Clarifying NMI's obligations regarding Open Meetings law
3	4.01.1	Includes a more robust description of how student should be communicating upon completion of their education at Nuestro Mundo, Rather than just being "comfortable," actual proficiency levels are established.
4	4.02 (4.02.2.1- 4.02.2.3)	Modified to include specific measures of student performance in order to determine the efficacy of the educational program being provided.
5-6	4.03 (4.03.2.4- 4.03.2.6)	Also modified to include more robust measures of student performance, with special care given to assessing language proficiency amongst both groups of language learners as well as general academic performance.
7	4.04	Includes additional language regarding accountability and review of data.
9-10	7.04	Admission and lottery process language modified to reflect current practices for conducting the admission lottery, which align with the process used by MMSD for all DLI programs. Emphasis placed on native-language rather than where a student lives (in/out of the attendance area). Change in process intended to maintain the appropriate balance of native Spanish speakers and other language learners. Also expands sibling preference beyond NMCS attendees in recognition of the value having "DLI families."
13	8	Explains process by which Monona Grove student may enroll in NMCS pursuant to the intergovernmental agreement. This language was previously contained in a contract amendment.
13	10	Language previously contained in contract amendment integrated into the contract proper.
14	12	Language previously contained in contract amendment integrated into the contract proper.
14	Strike-out 11	ELL students attending NMCS receive legally compliant services pursuant to Chap. 115 of the Wisconsin statutes, such waiver is neither required or appropriate. Removal of this language will likely impact Title III allocations to NMCS.
14	16	Revised budgetary language to reflect actual arrangements and clarify obligations to fund Maywood lease. Also clarifies allocation of federal funds (i.e. Title I, Title III, IDEA).
15	18.01	Included new language to clarify that the school is no longer housed within Allis but, rather, is now housed in Maywood. Similar language previously included in the contract amendment.
15	18.02	Removed reference to Allis. Changed class size to reflect SAGE requirements.
15-16	18.03	Clarified process for determining whether an additional kindergarten

