

CHARTER SCHOOL CONTRACT
FOR
BADGER ROCK MIDDLE SCHOOL

BY

THE MADISON METROPOLITAN SCHOOL DISTRICT
Board of Education
Madison, Wisconsin

AND

BADGER ROCK MIDDLE SCHOOL
GOVERNANCE COUNCIL

~~March 27, 2017~~ April , 2020

CHARTER SCHOOL CONTRACT BETWEEN

THE BOARD OF EDUCATION OF THE
MADISON METROPOLITAN SCHOOL DISTRICT

AND

BADGER ROCK MIDDLE SCHOOL

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

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

Whereas, the Badger Rock Middle School Governance Council (“Council”) seeks to renew the Badger Rock Middle School (BRMS); and

Whereas, on ~~December 19, 2016~~ _____, the Board of Education of the Madison Metropolitan School District voted to enter into a contract consistent with applicable Board policy and state statutes to renew the Badger Rock Middle School as an instrumentality charter school for a period of ~~three-five~~ years from July 1, ~~2017-2020~~ until June 30, ~~2020-2025~~ contingent upon the Council’s submission of additional application appendices prior to March 1, 2017;

Whereas, the Council satisfied all outstanding contingencies; and

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

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

1. The Name of the Person Establishing the Charter School

The Badger Rock Middle School Governance Council is the chartering partner and seeks to continue the Badger Rock Middle School (BRMS) within the Madison Metropolitan School District.

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

- 2.01 The MMSD Board, or its designee, will provide administrative support services to BRMS in a manner and proportion similar to such administrative services that are provided to other MMSD schools.
- 2.02 The administrative services to be provided by the MMSD Board include, but are not necessarily limited to the following: Accounting and Business operations; providing instructional materials, except where the Council approves materials other than those made available to other MMSD schools; providing other administrative and student services in a manner and proportion that the District provides to support other MMSD middle schools.
- 2.03 Daily management of BRMS will be the responsibility of the BRMS administrative leader (referred to as the “BRMS Principal”). The BRMS Principal will be selected by the MMSD with input from the Council.

3. A Description of the Educational Program of Badger Rock Middle School

Badger Rock Middle School is a small charter school, connected to a neighborhood, with a culturally relevant, place-based curriculum that provides middle school students the opportunities to learn by doing, learn by achieving, and learn by making a difference.

By bringing interdisciplinary learning through foundation courses, seminars, workshops, modules, symposiums, job-shadows, field studies and project-based learning to students while their opinions about interests and careers are still forming, BRMS will engage students at a formative time. BRMS will prepare its students with a solid background in problem solving/analytical skills and the life-long learning processes of:

- Critical Thinking and Problem Solving
- Collaboration and Leadership
- Agility and Adaptability
- Initiative and Entrepreneurialism
- Effective Oral and Written Communication
- Accessing and Analyzing Information
- Curiosity and Imagination

Faculty will serve as instructional guides; make deep connections with students, and champion interdisciplinary, project-based, and problem-based learning aligned to the Common Core State Standards. Partnerships with [The Center for Resilient Cities Rooted](#), various University of Wisconsin departments and other local business and community leaders will provide expertise and/or

mentoring capabilities. As such, the BRMS faculty will be comprised of teachers who simultaneously embrace their roles as teachers and learners committing to:

- Establishing deep, lasting relationships with the students they serve
- Bridging learning between the classroom and our world
- Measuring student progress using multiple measures in multiple real world ways
- Providing a safe environment for student inquiry
- Engaging student curiosity
- Building a continuous learning culture

4. The Methods the School Will Use to Enable Pupils to Attain the Educational Goals Under s. 118.01

BRMS provides a rigorous course of study in an engaging and challenging academic culture. BRMS students develop as leaders and take responsibility for their learning and achievement. BRMS teaching and learning infrastructure is based on the following areas of educational design:

- Multi-age learning
- A collaborative school faculty
- Interdisciplinary curriculum design
- Place-based philosophy engaging community elders and experts in community-based learning activities and projects
- Vital partnership with The Center for Resilient Cities

The BRMS curriculum will empower students to master rigorous academic standards through an innovative learning environment. Key components of our curriculum and instruction include:

- Growing and Sustaining Living Systems
- Project-based Learning
- Interdisciplinary learning
- Leadership development
- Business/community ethics
- Global cultural competencies and IT skills

It is important to highlight other features of the curriculum and instructional modalities that are significant and bring the curriculum alive. The following will play a key role in BRMS:

- Academic Career Plan Two student-led conferences during the year
- Learning portfolio systems
- Annual projects that show original thinking and scholarship
- 8th grade capstone projects that culminate the middle school experience
- Job-shadows and/or fieldwork every year that places the student with a working professional in the field

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

As required by chapters 118 and 121, *Wisconsin Statutes*, the Charter School shall, on behalf of the District, administer the examinations under ss. 118.30(1m) and 121.02(1)(r) to pupils enrolled in the Charter School and shall cause the testing data for the Charter School to be transmitted to the District in such form as the District shall customarily transmit such data data manner consistent with District reporting standards for charter schools. If no District template is available for the transmission of such data, Charter School shall transmit the data in a format that reasonably sets forth the relevant data that satisfies this obligation.

- 5.01 With respect to examinations required under ss. 118.30(1m) and 121.02(1)(r), the Parties hereby agree that the Council may develop or adopt any of its own assessments and examinations to be administered in addition to all statutorily required assessments and examinations.
- 5.02 Assessments will include MMSD Assessments that are used at all other MMSD Middle Schools and other identified by the Charter School, which include but are not but not be limited to the following:
- A. — Student performance on the State required assessment of knowledge and concepts
 - ACCESS for ELL students
 - i. — Measure of Academic Progress, twice annually in Math, Reading and Language Arts
 - AIMSweb
 - ii. — I-Ready Math Fast Math
 - iii. — Achieve 3000
 - iv. — Annual Review of ACPs
 - District Culture & Climate Survey
 - v. — Hope School Specific School Culture Survey
 - vi. — Emotional Safety Survey
 - vii. — Cognitive Behavioral Intervention for Trauma (CBITS)
 - viii. — Quarterly Report Cards
 - ix. — Parent/Teacher/Student Conferences
 - x. — Ongoing teacher evaluation of student progress
 - xi. — Ongoing student self-evaluation of progress
 - xii. — Performance-based assessment through project-based learning
 - xiii. — Annual Project
 - Quarterly Report Cards

~~Parent/Teacher/Student Conferences~~
~~Ongoing teacher evaluation of student progress~~
~~Ongoing student self-evaluation of progress~~
~~Performance-based assessment through project-based learning~~
~~Annual Project~~

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

Badger Rock Middle School is directed by an independent Governance Council, which consists of not less than seven (7) nor more than eleven (11) members each serving a three-year term. The Council will be comprised of a majority of community members, at least one BRMS educator, the BRMS principal (*ex officio*) and at least two parents/guardians of BRMS students. A majority of members will be non-District employees. The Council is a registered 501(c)(3) organization. The Council shall abide by its established by-laws, a copy of which shall be provided to the District if and when modified. The Council shall oversee the operational, financial and educational aspects of the Charter School.

6.01 The Badger Rock Middle School Governance Council shall have autonomy and decision making authority over:

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

6.02 Parent and community involvement is an essential component of BRMS. Many of the foundation courses, seminars, workshops and projects incorporate input and support from parents, grandparents, relatives, friends, and neighbors of the student's family. Moreover, a collaborative curriculum between the BRMS faculty and community partners assures constant rigorous attention to learning that is both relevant and purposeful. Students show development of learning through presentation. Finally, BRMS will foster parent and community involvement by establishing interdependent collaborative relationships with community partners including ~~The Center for Resilient Cities~~Rooted.

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

- 7.01 The School Board shall employ all personnel for the BRMS, and therefore, the MMSD Board's employment requirements and standards will apply to such employees.
- 7.02 The BRMS Principal will be an employee of the District and will be responsible for leading an educator collaborative that implements the day-to-day operations of BRMS in a manner that aligns with the Wisconsin Leadership Framework.
- 7.03 The Council shall be provided with the opportunity to participate in the Community Panel interview process for the hiring of a Principal as a means to provide the input regarding selection of a Principal.
- 7.04 The Chief of Schools, ~~Secondary~~Middle Schools shall supervise and evaluate the school's administrative staff. The Chief of Schools, ~~Secondary~~Middle Schools shall ensure that there is a mechanism by which the Governance Council can provide input to the Chief of Schools that may be considered in the evaluation of the school's administrative staff.
- 7.05 Individuals employed to work at BRMS 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. When charter school vacancies occur, the BRMS Governance Council will collaborate with the MMSD to fill the vacancy. Staff vacancies will be filled through a MMSD process that includes identifying candidates through a job description aligned with BRMS's hiring protocol, which aligns with the school's core values and pedagogy, a BRMS team interview and review by the Governance Council. Final recommendations will be made to the MMSD Director of Human Resources and the MMSD Board of Education. The Human Resources Department of the MMSD will verify an applicant's credentials and background prior to their hire. All school staff members will be employees of the MMSD, will follow all employee practices and policies of the District.
- 7.06 BRMS staff members will remain employees of the MMSD and will retain all rights, privileges, and status as other staff members of the District.
- 7.07 Exceptions to any such policies, practices, or agreements must be reached with the District prior to implementation of the change. Staff shall be evaluated for job performance as required by state statute. The Principal of BRMS will conduct such evaluations. All evaluations will be available for the Council to review.

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

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

9. Recruitment and Enrollment Strategy Including the Means by Which the School Will Achieve a Racial and Ethnic Balance Among its Pupils That Is Reflective of the School District Population

Enrollment in the Charter School is open to all students in the MMSD or those applying under the State of Wisconsin's Open Enrollment Program. It is intended that the racial and ethnic balance at the school reflect the racial and ethnic balance in the District. Application and enrollment information is available in English and Spanish. BRMS is a multi-age middle school with the capacity to currently serve up to 120 students in grades 6, 7, 8.

The school's actual enrollment will increase to 120 students by the beginning of the ~~2019-~~ ~~2020~~ 2023-2024 school year. The Council will implement a robust recruiting plan for incoming 6th graders and available 7th and 8th grade seats. The recruiting plan ~~shall~~ will include among other things:

- Increasing the number face-to-face opportunities by holding Meet & Greet opportunities at BRMS every month (December to June) and holding two open houses. ~~minimally include th~~
- e-Outreach efforts will be especially targeted toward underserved populations.
- Use of innovative communication and outreach strategies using a variety of communication formats and forums.
- Principal, staff and student recruitment presentations at all 5th grade classrooms in the Sennett, Midvale and Lincoln attendance area and attend elementary school events.

~~Outreach efforts will be esp~~

10. The Requirements for Admission to BRMS

- 10.01 Voluntary Participation: Because BRMS is a school of choice, participation is entirely voluntary. Students will be accepted for admission into BRMS pursuant to the procedures set forth below.
- 10.02 Attendance Area: The BRMS designated geographic attendance area shall be identical to the geographic attendance area of the Sennett Middle School ("Sennett").
- 10.03 Applications for Enrollment: MMSD in conjunction with BRMS will establish a date by which all applications ("application date") for enrollment in BRMS must be received in the MMSD Enrollment Office. All applications received by that date will be sorted by the MMSD Enrollment Office into two groups: (1)

applications of students who reside within the BRMS attendance area (“Resident Applicants”), and (2) applications of students who reside outside of the BRMS attendance area (“Transfer Applicants”).

10.03.01 BRMS will allocate 80% of available seats to Resident Applicants and 20% of available seats to Transfer Applicants. In addition to students who reside within the designated attendance area for BRMS, any student who submits an application and is a sibling of a student who 1) is currently attending BRMS during the initial application period; and 2) will continue to be enrolled in BRMS in the following school year, will be considered a Resident Applicant regardless of their residency. If, following applicable preferences as set forth below, the total number of Resident Applicants and Transfer Applicants who apply by the application date is greater than the number of available seats allocated for Resident and Transfer Applicants, respective lotteries will be conducted by the MMSD Enrollment Office to determine which students will be admitted into BRMS or where students will be placed on the waiting lists.

10.03.02 Waiting lists created pursuant to this section shall remain in place and shall be used to fill vacancies that arise in any Sixth Grade classroom until and including the first day of the 3rd quarter. Following the first day of the 3rd quarter, the Sixth Grade waiting list shall dissolve and no additional transfers into BRMS will be approved for the remainder of the school year, except through the appeal process identified in MMSD Board Procedure 4023.

10.04 Priority-Resident Applicants: Priority will be given to Resident Applicants in the following order:

10.04.01 ~~Resident Applicants who reside within the BRMS attendance area and are siblings of students who 1) are currently attending BRMS during the initial application period; and 2) will continue to be enrolled in BRMS in the following school year, shall be granted admission as a first priority.~~ Applicants who are siblings of students who (1) are currently attending BRMS during the initial application period; and (2) will continue to be enrolled in BRMS in the following school year, shall be granted preference in admission in accordance with Wis. Stat. Sec. 118.40(3)(g)2.b.

10.04.02 ~~Resident Applicants who do not reside within the BRMS attendance area and are siblings of students who 1) are currently attending BRMS during the initial application period; and 2) will continue to be~~

~~enrolled in BRMS in the following school year, shall be granted admission as a second priority.~~

10.04.02~~3~~ Resident Applicants who are children of MMSD teachers who are 1) currently assigned to BRMS during the initial application period; and 2) will continue to be assigned to BRMS in the following school year, shall be granted admission as a third priority.

10.04.03~~4~~ Resident Applicants who are children of full-time employees, the governing board members, and children of the “Founders” of the BRMS, as defined herein, shall be granted admission ~~as a fourth priority~~. The following individuals are designated as Founders: Jamie Domini, Nan Youngerman, Sara Alvarado, Brenda Baker, Kristen Joiner, David Wasserman, Jay Affeldt, Mark Wagler, Tom Mosgaller, Susana Vasquez Garcia, Kathy Price, Isadore Knox, and Wayne Strong. This preference can be given to no more than 10% of BRMS’s total enrollment

~~10.04.05 Resident Applicants who reside within the Allis Elementary attendance south of US Highway 12 and 18 (See attached map identified as Exhibit B) shall be granted admission as a fifth priority.~~

10.05 Priority-Transfer Applicants: Priority will be given to Transfer Applicants in the following order:

10.05.01 Transfer Applicants who are children of MMSD teachers who are 1) currently assigned to BRMS during the initial application period; and 2) will continue to be assigned to BRMS in the following school year, shall be granted admission as a first priority.

10.05.02 Transfer Applicants who are children of “Founders” of the BRMS, as defined herein (see list of “Founders” above), shall be granted admission as a second priority.

10.06 Applications Received After Application Date: In the event additional applications are received from Resident Applicants after the application date, those Resident Applicants shall be admitted in the order received (if seats are available), or added to the end of the waiting list established for Resident Applicants in the order received (if seats are unavailable).

In the event additional applications are received from Transfer Applicants after the application date, those Transfer Applicants shall be admitted in the order received (if seats are available), or added to the end of the waiting list

established for Transfer Applicants in the order received (if seats are unavailable).

- 10.07 Seventh and Eighth Grade Enrollment: The application procedures and enrollment preferences applicable for Resident Applicants and Transfer Applicants seeking entrance into BRMS for their sixth grade year are similarly applicable to students seeking entrance into BRMS for their seventh or eighth grade years. Waiting lists created pursuant to this section shall remain in place and shall be used to fill vacancies that arise in any Seventh or Eighth grade classroom until and including the first day of the 3rd quarter. Following the first day of the 3rd quarter, the Seventh and Eighth Grade waiting lists shall dissolve and no additional transfers into BRMS will be approved for the remainder of the school year, except through the appeal process identified in MMSD Board Procedure 4023.
- 10.08 Annual Review: The BRMS Governance Council shall meet annually to review with the MMSD Administrative Team the designation and definition of BRMS's primary attendance area and applicable admission requirements, understanding that Sennett shall remain as the ongoing neighborhood attendance area.
- 10.09 Policies Applicable to Transfer Applicants: The application for admission to BRMS by any student who resides outside of the BRMS 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 BRMS is granted to any such student, the School District will not provide transportation between school and the student's residence. Acceptance of admission to BRMS for any student who resides outside of the BRMS 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 BRMS admissions process.

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

The MMSD Board or its designee will conduct an annual financial audit of the financial operations of BRMS. The auditing firm chosen to conduct the annual financial audit shall be at the discretion of the MMSD. All financial operations of the School must be in accordance with the Department of Public Instruction's and District's policies, practices, account structures and rules, unless expressly granted a waiver from them by the District.

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

12. The Procedures for Disciplining Pupils

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

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

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

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

- 14.01 BRMS will be located at 501 East Badger Road, Madison WI 53713. The parties shall jointly work with the ~~Center for Resilient Cities (CRC)Rooted~~ to negotiate any and all terms related to BRMS's ongoing occupancy of this location, including all lease terms.
- 14.02 MMSD will provide the same type and limits of liability insurance for BRMS 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. The Effect of the Charter School on the Liability of the School District

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

- 16.01 This Section applies solely to disputes over the interpretation and application of the terms of the Parties' mutual rights and obligations under this Contract. Day-to-day administration of the terms of this Contract shall be a joint function and responsibility of the Council and its designees and the School Board and its designees. Where the Parties' designees are unable to resolve a dispute over a significant and substantial provision of the Contract, and prior to taking the dispute to the School Board or to any other forum for resolution, the Parties' designees may consider seeking assistance from a mutually acceptable neutral mediator.
- 16.02 The mediator shall have no power to compel action by either Party, but shall facilitate settlement discussions between the Parties. If the Parties' designees are unable to resolve the dispute with the mediator's assistance, the mediator may submit a non-binding written recommendation that offers an opinion concerning the proper interpretation of the Contract. Any written recommendation from the mediator shall be provided to the School Board if the matter is brought to the School Board for action. The Parties' meetings with the mediator and any written recommendation from the mediator shall be considered privileged settlement discussions in any subsequent litigation between the Parties.
- 16.03 The Parties may determine by mutual agreement that a dispute concerns a "significant and substantial" provision of the Contract and that the dispute is amenable to mediation. However, in the event the Parties are unable to agree that a specific dispute is amenable to mediation, each Party shall individually be entitled to compel mediation over one issue during each school year covered by this Contract, and whenever a Party seeks to exercise its right to compel mediation the opposing party shall have the right to select the mediator in the event the Parties are unable to agree on the selection of the mediator.

16.04 The Madison Metropolitan School District shall pay the cost of the services of mediators appointed pursuant to this provision, not to exceed a total of \$1,000 in any one school year. In the event this \$1,000 cap has been reached in any one school year, the School District may condition any further efforts at mediation on the availability of a mutually acceptable mediator who does not charge a fee.

17. Collaboration, Coordination and Cooperation

The MMSD Board and its designees will collaborate with the BRMS Principal and Governance Council to assist the Charter School with its planning for the operation of the Charter School consistent with the terms of this Contract. The Superintendent shall assign a Central Office administrator as the primary liaison to BRMS, and the BRMS Governance Council President shall act as the primary liaison to the MMSD Board/administration.

18. Students with Special Needs

BRMS is a public school committed to serving children with disabilities whether such children are previously or newly identified as children with disabilities. BRMS 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, BRMS will comply with the requirements of the Individuals with Disabilities in Education Act (IDEA), Section 504 of the Rehabilitation Act, and the applicable provisions of Subchapter V of Ch. 115, *Wisconsin Statutes*, including but not limited to, identifying, evaluating, planning programs and services and providing a free and appropriate public education (FAPE) as required by those laws.

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

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

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

- 19.02 The Charter School shall be eligible to receive remedial services, IT services, student support services, and testing/assessment services available to other schools in the District, with the distribution of such resources to be determined in a manner consistent with the distribution of such resources to other programs in the District.
- 19.03 As an independent entity, BRMS has the discretion to apply for and independently administer grant resources beyond those that involve the MMSD, so long as acceptance of such grants does not conflict with MMSD policies, state or federal law.

20. Sustainable Funding Commitments

MMSD has made an ongoing commitment to continue to fund and support this school. The Council will assume responsibility for approving the BRMS annual expenditure plan for release to the Chief of Schools, Secondary Middle Schools for his/her approval, grant applications, and fundraising activities. BRMS will be allocated funds on a per-pupil basis in the same manner as other MMSD schools. MMSD will allocate any federal and state formula funds that the BRMS is eligible for (e.g. Carl Perkins, ESEA, etc.) according to those federal and state funding guidelines.

21. Exemptions from Statutes and Rules

Charter schools are exempt from certain state requirements, (chps. 115-121), regarding public education, unless specifically referred to in state statute. BRMS will take the following state exemptions in order to maximize the flexibility afforded to charter schools by state law.

- a. Length of School Day – Statute 120.12(15): Requires school boards to establish rules for scheduling hours in a normal school day. BRMS staff in conjunction with the BRMS Governing Council will establish the school’s daily, weekly, and annual schedule.
- ~~b. Access to Art, Music and Physical Education – Admin. Code PI 8.01(j)– Requires school boards to provide access to a minimum amount of instruction for students in grades 6-8 in each of these areas. Rather than through traditional classroom courses, BRMS will make experiences in each of these areas available to students through alternative means, including emergent learning classes and field days experiences.~~

22. MMSD School Board Waivers: (PG 66 of plan)

BRMS is allowed to waive the following MMSD practices and elements of its strategic plan and may, at a later time and via a written request to the MMSD, request future waivers from the MMSD School Board.

- Curriculum Development Cycle - The Council may develop, revise or institute curriculum in a cycle that varies from the cycle set forth in the MMSD strategic plan.
- Professional Development Days - BRMS staff may participate in District-wide professional development. The Council and BRMS may also utilize scheduled professional development days at its discretion and provide additional or separate professional development activities related to BRMS's educational program and methodology.
- Progress Reporting - BRMS's schedule and format of progress reporting may vary from that of other MMSD Schools.
- ~~Foreign Language requirements.~~
- Class Approval Process - The Council and BRMS staff may develop and name courses that are thematically aligned to the mission and vision of the school and that are distinct from the offerings at any other District school. Such courses may be named in a manner that is compatible with Infinite Campus.

BRMS is allowed to waive the following MMSD Board Policies and may, at a later time and via a written request to the MMSD, request future waivers from the MMSD School Board.

- 4610 - Wellness Curriculum - BRMS students and staff will comply with (and likely exceed) the intent of the policy but the provisions outlining how and when health classes will be taught needs flexibility.
- 4615 - Animals in the Classroom - Given the mission and vision of the school, BRMS plans to have animals in the classrooms. Safety will continue to be important for BRMS staff and appropriate measures will be taken.
- 3611 - Evaluation of Learning Materials - The BRMS Governing Council will have the power to oversee the evaluation of learning materials. This is to ensure the use of materials that reflect the BRMS mission and vision.
- 5111- Authorized Transportation – The MMSD will fund city bus passes for all BRMS students who qualify for free or reduced lunch and live 1.5 miles or farther away from BRMS.
- ~~7412 - Attendance Areas and Boundary Changes - During the lottery process, BRMS will adjust the percentage of students in and out of the BRMS attendance area to 60/40.~~
- BRMS is allowed to waive the following MMSD Handbook Policies and may, at a later time and via a written request to the MMSD, request future Handbook waivers from the MMSD School Board.
- 8041 - Employment and Transfer of Assignment - Surplussed staff shall be placed in available openings at other schools before being assigned to Badger Rock.
- 8042 - Employment and Transfer of Assignment - Before surplussed staff are placed at Badger Rock, there shall be a transition meeting between surplussed staff and the leadership team to explain the unique responsibilities of teaching at BRMS school including multi-age classrooms, co-teaching expectations, additional training and family & community expectations.

At least annually, the Council shall provide written notification to all parent/guardians regarding all waivers, to practice, policy and regulations/statutes. If, during the course of a school year,

additional waivers are approved the Council shall provide a follow-up notification to all parents/guardians.

23. Nonsectarian and Non Discrimination

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

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

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

The Charter for BRMS may be revoked and this Contract with BRMS 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:

- 24.01 The Charter School violated its Contract with the MMSD Board;
- 24.02 The pupils enrolled in the Charter School failed to make sufficient academic progress under *Wisconsin Statutes* § 118.01;
- 24.03 The Charter School failed to comply with generally accepted accounting standards of fiscal management.
- 24.04 For good cause

25. Annual Academic Accountability Plan

By no later than August 30 of each year, BRMS shall submit to MMSD an academic accountability plan that is consistent with the MMSD's Strategic Framework and sets forth, in measurable terms, academic goals for BRMS in the following school year. This requirement may be satisfied through participation in the District's established school improvement process and the submission of a School Improvement Plan (SIP). Progress toward the academic goals set forth therein shall be considered as part of any future renewal process.

26. Annual Academic Accountability Progress Report

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

27. Contract Renewal

- 27.01 Pursuant to Sec. 118.40, *Wisconsin Statutes*, the BRMS Charter School Contract may be renewed for any term not exceeding five (5) school years.
- 27.02 If the Council wishes to petition the Board to consider renewal of the BRMS Charter School Contract, the Council must inform the Board of its intent to seek renewal by no later than June 30, ~~2018~~2023. The Council must submit a draft application for renewal to the appropriate administrative team on or before August 31, ~~2024~~19 and final application to the Board on November 1, ~~2019~~2024.
- 27.03 Such renewal application shall be in the form and format required by the District and shall minimally include evidence of demonstrable progress on the assessments set forth in section 5.02, above.
- 27.04 If the Council submits a final renewal application on or before November 1, ~~2019~~2024, the Board shall make a determination whether to renew the BRMS Charter School Contract by no later than January 30, 2025~~0~~.

28. Term

The term of this Contract shall be for the period of July 1, ~~2017~~2020 through June 30, 2025~~0~~.

29. Status as an Instrumentality of MMSD

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

30. 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.

31. 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.

32. 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.

33. Tuition

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

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

BADGER ROCK MIDDLE SCHOOL

MADISON METROPOLITAN SCHOOL DISTRICT

Name

Name

Title

Title

Date

Date

Name

Title

Date

EXHIBIT A

		2019-20 Year #1 estimated	2020-21 Year #2 estimated	2021-22 Year #3 estimated	2022-23 Year #4 estimated	2023-24 Year #5 estimated
Revenue Generators						
Per Student Multiplier (https://dpi.wi.gov/open-enrollment/funding)		7,771	8,125	8,450	8,788	9,140
Enrollment - Pupils without Disabilities		69	85	85	85	85
Pupils with Disabilities Multiplier (https://dpi.wi.gov/open-enrollment/funding)		12,723	12,977	13,237	13,502	13,772
Enrollment - Pupils with Disabilities		28	25	25	25	25
Revenue Sources						
State Authority		892,443	1,015,062	1,015,062	1,015,062	1,015,062
State & Federal Grants						
SAGE						
Title I-A		36	37	37	37	37
IDEA Flow Thru		910	924	924	924	924
Title III		200	203	203	203	203
Total Revenue		893,389	1,016,022	1,016,022	1,016,022	1,016,022
Instructional Expenditures						
Staffing Expenditures (expressed in Full Time Equivalents)						
	FTE					
Classroom Teacher	8.95	763,650	778,923	794,501	810,391	826,599
Educational Assistant	0.18	9,193	9,377	9,564	9,755	9,951
Special Education Assistant	0.34	17,714	18,069	18,430	18,798	19,174
Student Services (Guidance, Psych, Social Work, Nurse)	2.80	255,640	260,753	265,968	271,287	276,713
School Administrator(s)	1.00	143,700	146,574	149,505	152,496	155,546
Clerical Support	0.93	67,740	69,094	70,476	71,886	73,324
Custodian(s)	1.00	76,714	78,248	79,813	81,410	83,038
Other						
Purchased Services						
Personal Services		765	780	796	812	828
Lease		67,100	68,442	69,811	71,207	72,631
Pupil Travel		87	89	91	93	94
Equipment Rental		234	238	243	248	253
Other			-	-	-	-
Supplies						
General Supplies		6,514	6,644	6,777	6,912	7,051
Food		440	449	458	467	476
Printing, Binder, Paper		1,053	1,074	1,096	1,117	1,140
Non-Capital Equipment		492	502	512	522	532
Other						
Other						
Other						

	2019-20 Year #1	2020-21 Year #2	2021-22 Year #3	2022-23 Year #4	2023-24 Year #5
Capital Equipment					
Capital Equipment	376	383	391	399	407
Maintenance	610	622	635	648	661
Other					
Other					
Other					
Total Cost	1,412,021	1,440,261	1,469,066	1,498,448	1,528,417
Net Revenue to Expenditures	(518,632)	(424,239)	(453,045)	(482,426)	(512,395)