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MEMO TO: Mary Pfeiffer, District Administrator
Steve Dreger, Asst. District Administrator of Learning & Leadership
Board of Education

FROM: Philip Johnson, Principal, Roosevelt/Alliance *pg*

DATE: August 30, 2012

SUBJECT: Alliance Charter Renewal

On June 30, 2014, the current contract between the Alliance Charter Education Corporation (ACE) and the Neenah Joint school District Board of Education will expire. At the September 4 Board of Education meeting, I will make a request on behalf of ACEC to renew their charter agreement with the Board of Education for a five year contract beginning July 1, 2014 through June 30, 2019.

I will be available at the September 4 Board meeting to offer an overview of the Alliance Charter Contract Renewal and to answer any questions from the Board members.

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**CHARTER SCHOOL CONTRACT AMONG THE NEENAH JOINT SCHOOL
DISTRICT AND ALLIANCE CHARTER EDUCATION CORPORATION AND
~~ALLIANCE ADVISORY COUNCIL~~**

THIS AGREEMENT is made by and among the Board of Education for the Neenah Joint School District (“NJSD Board”) and Alliance Charter Education Corp. (“ACEC”) effective July 1, ~~2009~~2014.

WHEREAS, the NJSD Board, at its meeting of June 3, 2003 voted to authorize ACEC to submit an application for a planning grant to the State of Wisconsin, Department of Public Instruction (DPI) for a charter school to be located in Neenah, Wisconsin and called “Alliance Charter Elementary” (Alliance); and

WHEREAS, the DPI approved and issued a \$10,000 planning grant for Alliance; and

WHEREAS, the NJSD Board is authorized by Wisconsin Statute 118.40(2m)(a), to contract, on its own initiative, with an individual or group to operate a school as a charter school; and

WHEREAS, the NJSD Board wishes to grant to ACEC a charter to operate Alliance as a charter school pursuant to Wisconsin Statute §118.40(2m)(a),

NOW, THEREFORE, the parties agree as follows:

1. **Alliance.** The party seeking to maintain Alliance is ACEC.
2. **Administration.** Alliance will be an instrumentality of the Neenah Joint School District (NJSD).
 - a. **Administrative Services.** NJSD will, at its sole cost and expense, provide administrative services to support all NJSD employees and all enrolled pupils at Alliance in the same manner as other NJSD schools, including but not limited to: purchasing, accounts payable, accounting, bookkeeping, risk management, auditing, cash management, payroll, benefits administration, pupil services, recordkeeping, reporting and other compliance monitoring and fulfillment, lunch room services, building and grounds maintenance, and standardized testing. To the extent that NJSD requires student information maintained only by Alliance to complete the reporting and compliance monitoring requirements hereunder, Alliance will provide NJSD with a list of all student information so required. NJSD will at all times remain the sole employer of all

personnel engaged in providing such administrative services.

b. **School Calendar:** Alliance will follow the same school year calendar as other NJSD elementary schools.

c. **ACEC**

(1) The purpose of ACEC is to provide input to NJSD regarding Alliance's operation, programs, support services and staffing.

(2) The ACEC board will consist of 11-13 individuals who are either parents of students at Alliance, faculty at Alliance, and/or interested community members including:

- (a) Principal
- (b) Education Coordinator
- (c) Faculty representative(s)
- (d) Parent representative(s)
- (e) Treasurer Secretary
- (f) Chair
- (g) Chair Elect

(3) An ACEC orientation will be held each year in the fall to provide an understanding of the history, charter, and mission of the school for new board members and provide clarification of roles and assignments of each board member.

d. **Principal.** A principal, to be employed by NJSD, will be responsible for the daily operations of Alliance and will work closely with ACEC to ensure that the educational goals of Alliance are being attained. The principal will be selected by NJSD with input from ACEC. The principal, or administrative designee designated by the NJSD, shall oversee the educational programs, handle student discipline, oversee clerical activities including attendance, correspondence and records maintenance, supervise and oversee Alliance teachers and other staff, administer assessment and evaluation programs, monitor achievement of educational goals, maintain daily building operations and serve as the primary contact for communications between NJSD and Alliance. The Alliance principal will be the principal of the NJSD School housing the Alliance classes. The principal or administrative designee shall participate in Montessori training during his/her first year as principal, utilizing Alliance's Montessori informational resources, visits to other public Montessori schools, and contacts with other public Montessori principals. Ongoing training is recommended through attendance at the WCSA (Wisconsin Charter School Association) and

Montessori conferences and seminars. Additional professional development will be encouraged and supported by ACEC. Such training will be funded with ACEC funds.

3. **Educational Program.** Alliance will enroll students in kindergarten through fifth grade. Alliance class size will be set in accordance with current district parameters. The goal is for Alliance to be a minimum six classroom school, with all classrooms housed in the same building.

a. **Montessori approach.** Alliance will have as its base of instruction a Montessori education model, using the Montessori curriculum as established and promoted by the American Montessori Society (AMS). This sequential, hands-on, flexible curriculum correlates well with the ~~Wisconsin Model Academic Common Core State~~ Standards. Any Wisconsin standards not covered by Montessori will be added to the curriculum in a manner consistent with the school's philosophy. Alliance shall have at least one Montessori trained teacher in each classroom.

(1) **Hands-On Materials.** Carefully designed materials are at the heart of a Montessori classroom. Materials often isolate a particular concept or skill but address many levels of understanding, basing that understanding in concrete concepts and moving gradually into the abstract. Many materials are self-correcting and provide students with direct and immediate feedback, thus building autonomy, self-confidence, and self-motivation. In a non-competitive environment, the materials allow each child to learn at his or her own rate. The materials have an emphasis on beauty, function, accuracy and logical sequence.

(2) **Prepared Environment.** Alliance classrooms are "prepared environments", arranged in learning areas with clusters of student-sized tables or desks and open areas for floor work. Shelves of sequenced and subject-specific materials create a clear layout for student choice and are readily accessible by students. Students are free to move about the classroom, choosing resources and working individually or in small groups as they complete assignments or initiate projects.

- (3) **Student-Centered Classrooms.** Alliance teachers are rarely the center of attention in the classroom. Instead, the teacher is one source of information among many for the students, and the focus during work times is on each student working at his or her ability or level. The teachers prepare the environment, observe the children carefully to determine skill levels and readiness, offer appropriate lessons, and facilitate the process of “learning how to learn.” Teachers also actively model appropriate, respectful behavior and positive conflict resolution. Class meetings are held regularly.
- (4) **Extended Work Periods.** Small group and individualized instruction is emphasized at Alliance. The school day is structured to allow students to spend long blocks of time on their chosen work as they complete assignments and extensions. Our goal is to have a minimum 2 ½ hour block of uninterrupted work time per classroom, each day. This open work period allows students to explore a topic or material thoroughly, extends their ability to focus, and allows the teacher to provide individual or small-group lessons as students move naturally through transitions in their work cycles.
- (5) **Early Childhood Montessori Program:** The unique developmental needs of kindergarten students are met through an individualized early childhood Montessori curriculum. Students develop concentration, coordination, and independence through work with a variety of practical life and sensory-motor activities and materials which provide foundational skills for independent and cooperative work in the elementary grades. With teacher guidance ~~as needed~~, students are allowed to choose activities ~~of interest to work on during extended work periods~~ from their work plans during work periods [Stators1]. This curriculum includes instruction and materials for the development of skills in language arts, mathematics, geography, science, beginning time and history concepts, cultural awareness, and perceptual-motor development. Opportunities for interactions and learning from older-aged peers are incorporated into the program.

(6) **Elementary Montessori Program:** The elementary Montessori program (grades one through five) includes instruction and materials for language arts, mathematics, geography, science, history, cultural studies, advanced practical life skills, media, and technology.

a. **Multi-Age Classrooms.** Students are grouped in multi-age clusters spanning two to three years. Multi-age classrooms serve to maximize curriculum options for students, encourage cooperation, minimize competition, provide opportunities for indirect learning for younger students, and foster self-confidence in students who serve as role models or teachers to the younger students. Long-term teacher-student relationships are an added benefit of a two or three-year grouping.

b. **Integrated Learning.** Most subjects are not taught in isolation; whenever possible they are related thematically to each other. The skill building blocks of math computation, writing composition, grammar and reading are taught through a logical sequence. Students use reading, writing, and math skills as tools for the pursuit of broader knowledge and skills in areas of high interest. The aim is to motivate students to master the basic skills in order to use them in making real-life applications and in grasping larger concepts in science and cultural studies.

In the elementary curriculum, connections are made between the history of life on earth and the evolution of plants and animals, how animals, plants and humans meet their fundamental needs, and physical science. These integrated studies offer opportunities for project extensions to further enrich student understanding.

c. **Choice and Direction.** ~~Elementary students work according to individual learning plans developed with their teachers and updated regularly to reflect progress and to ensure that they are fulfilling their responsibilities and extending their efforts. Project units allow~~

~~students to pursue personal interests within the curriculum using research, community access, and creative project design. Units within the curriculum will incorporate research skills, community access and creative project design.~~ Teachers will assist students in determining the scope of their projects as appropriate to the student's developmental level and educational needs.

(7). ~~World Language and Culture~~ **Cultural Studies.**

Alliance puts significant importance on the value of world culture and world language. Various cultural studies are included in the Montessori curriculum. ~~World language materials will be available in each classroom for students to use independently.~~

(8) **Piano Keyboarding and Music Education.**

Keyboarding and music education will be taught to all students two times per week and will follow the ~~Wisconsin Model Academic Standards~~ **Common Core State Standards** for Instrumental Music.

(9) **Art.** Art will be taught to all students 100 minutes every four weeks.

(10) ~~Physical Education~~ **Wellness Education.** ~~Physical Education~~ **Wellness Education**

will be taught to all students two times per week.

4. **Methods of Attaining Educational Goals.** The methods Alliance will use to enable pupils to attain the educational goals under §118.01, Wis. Stats., are described in section 3 above. Students at Alliance are expected to attain the same goals as all other district students.

5. **Methods of Measuring Student Progress.** Pupil progress will be monitored through both formal and informal assessment methods. Alliance students will participate in all district-wide testing programs. Alliance may utilize additional assessments to measure student progress.

6. **Parental Involvement.** ACEC ensures that parental involvement exists. Parental involvement in the day-to-day operations of the school, parental education and parent empowerment are integral components of the school. This will be accomplished in several ways:

a. Alliance holds high expectations for parental involvement, and, although not required by law, parents are expected to make a commitment to the school.

b. ACEC will organize and train ~~parents~~ parent volunteers to take an active role in the school and to create a supportive parent network. Parent volunteers will receive guidelines for volunteering in the classroom.

c. Parent meetings may include training and discussions on topics such as parenting skills, the Montessori method, empowerment and conflict resolution. It is through these meetings that parents will develop skills needed to be advocates for their child's education and to be leaders in this school.

d. Parent Orientation. An orientation will be held each year for parents to become familiar with the general operation of the school and volunteer opportunities.

7. **Faculty**

a. **Licensure.** All classroom teachers involved in Alliance will be employees of the NJSD. NJSD shall ensure that all teachers hold a current and appropriate license or permit required by §34.02, Wis. Stats., and Wisconsin Administrative Code §PI 3.03(10).

b. **Required Teacher Qualifications**

(1) Montessori training (certification or ACEC approved training program) in Montessori Early Childhood education (ages 3-6) or Montessori Elementary for ages 6-9 and/or ages 9-12.

(2) In the absence of these requirements, a commitment to obtain such certification or training.

c. **Preferred Qualifications of Teachers.**

(1) Experience with multi-age teaching.

(2) Three or more years of elementary teaching experience.

(3) Interest or experience in working in a team teaching approach and willingness to work with parents and community members.

d. **Professional Development.** ~~If ACEC determines that the Alliance teacher(s) is/are in need of more professional development, the teacher(s) will need to obtain further training, as selected by the Council. Such training will be funded by ACEC. Any concerns about the training levels of Alliance faculty will be addressed by ACEC, and the NJSD. Alliance teachers will be given opportunities to participate in professional development and/or training in alignment with ACEC's operating budget. Any concerns about the training levels of Alliance faculty will be addressed by the Principal with input from ACEC.~~

e. **Hiring or Employment of Faculty.** The screening committee(s), which makes recommendations to the Director of Elementary Education and the Director of Human Resources for second round interviews, will include a representative from ACEC. Staff should be hired by May 1 of each year, in order to prepare for and attend summer training, if needed.

f. **Meetings.** The extent of Alliance teachers' participation in building and district faculty meetings and professional development programs will be decided upon jointly by ACEC and the NJSD Board of Education designee. On district inservice days, with administrative approval, Alliance staff may participate in alternative inservices related to the school's Montessori philosophy and curriculum.

8. **Student Health and Safety.** Alliance, as a school within a school, will follow the health and safety policies in place at the host school. If Alliance is in a building of its own, all applicable local and state health and safety regulations and building code standards will be followed. Visitors to Alliance will be required to sign in and will be required to wear a name badge while on Alliance premises.

9. **Recruitment.**

a. **General.** The NJSD Board of Education will annually make information available to parents regarding the Alliance program as well as other options in the district. Every effort will be made to present and to clarify options that are available for students.

(1) NJSD will provide information to parents about Alliance enrollment procedures in conjunction with its media announcements for kindergarten registration and open enrollment in late January/early February.

(2) Applications for Alliance enrollment must be submitted in accordance with the NJSD district timelines.

(3) The NJSD administration and a representative of ACEC will compile the enrollment roster for new students for the upcoming school year by March 15 (for in district students), and one week following close of open-enrollment (for out-of-district students), and prospective Alliance parents will be notified within one week of that date, if possible.

b. **Racial/Ethnic Balance.** Alliance will ~~actively~~ recruit students from minority and low income populations. Informational materials that provide options for parents will be translated as needed into both Hmong and Spanish. Alliance Charter Elementary will strive to have a racial/ethnic balance that reflects the NJSD community.

c. **Non-Discrimination.** Like NJSD, Alliance shall not discriminate against pupils on the basis of sex, race, religion, national origin, ancestry, creed, pregnancy, marital status, sexual orientation, or physical, mental, emotional or learning disability or handicap in its education programs or activities. Federal and state law prohibits discrimination in employment on the basis of age, race, color, national origin, sex, religion, or handicap.

10. **Admission Requirements.** The primary requirement for admission to the school is a timely submission of an enrollment application. Alliance will accept all students who apply by the deadline and for whom Alliance has adequate resources. If any applicants are special education students, they will be admitted if Alliance or the host school can accommodate their IEPs. The number of special education students enrolled will be consistent with the number of such placements in all other District elementary classrooms. The enrollment priorities listed below will be followed. If, after following these guidelines, the remaining number of applications exceeds the number of spaces available, a lottery selection process will be used. After all selections have been made, the students will need to return a signed letter of commitment by a specified date. Any students not responding by this date will be removed from the enrollment list and an invitation to enroll will be extended to the next student on the waiting list. Alliance will give enrollment priority to children of Alliance teachers and siblings of currently or previously enrolled students.

11. **Accounting Practices and Audits.** Alliance will be an instrumentality of Neenah Joint School District. As such, the NJSD financial audit shall include all Alliance-related revenues received and recorded by the District and expenditures paid out during each fiscal year. The following procedures shall be followed:

a. NJSD shall set up and maintain a separate set of revenue and expenditure accounts.

b. The ACEC Board shall maintain its own set of financial records for monies it has received and disbursed in accordance with financial accounting reporting requirements of Wisconsin non-profit organizations.

c. Not later than August 15 of each year, the ~~ACEC~~ACEC Board shall submit to the NJSD an end-of-the-year financial reconciliation for the previous fiscal year. This report shall include a statement of income and expenses, balance sheet, and statement of contributions received. This applies only to funds that have been received and held by ACEC.

d. NJSD reserves the right to request other financial information as necessary, from time to time, to complete a financial audit, prepare its budget, and/or to comply with Wisconsin Department of Public Instruction financial reporting requirements.

e. Federal and State grant awards shall be administered by the NJSD on behalf of the Alliance in accordance with the provisions of the approved grant application.

f. NJSD shall produce, and ACEC shall receive, monthly revenue and expenditure reports showing all accounts activity by month and year to date.

12. **Discipline Model.** All students enrolled in Alliance will be subject to NJSD Board policies including suspensions and expulsion procedures on ~~appropriate~~inappropriate student behavior. All students, upon enrolling in Alliance, will be notified of their rights, responsibilities and behavioral expectations while attending Alliance.

13. **Public School Alternatives.** No student will be required to attend Alliance.

14. **School Facilities.** The goal is for Alliance to be a minimum six classroom school with all classrooms housed in the same building. NJSD and ACEC will work collaboratively to achieve this goal. The District will ensure that the building(s) in which the Alliance program is located meet(s) all building codes and other requirements for a public school facility.

15. **Respective Liabilities of NJSD and ACEC.**

a. **Liability Insurance.** NJSD shall insure all reasonable exposures related to Alliance including liability, property, worker's compensation, comprehensive and collision coverage types.

b. **Transportation.** It is understood that children attending Alliance will not be eligible for bus transportation to the Alliance host school. However,

consistent with NJSD policy and practice, students may be transported to the charter school on a paying passenger basis.

c. **Budget.**

- (1) **Fiscal year.** The fiscal year for the Alliance shall cover the 12-month period July 1 through June 30.
- (2) **Budget allocations.** NJSD financial and human resources will be allotted in a manner comparable to those allocated to a typical NJSD elementary classroom (~~i.e. 25 student desks, teacher desk and chair, Internet access, overhead projector and screen, waste basket, etc.~~) such as furniture, technology, computers, projectors and screens, and office items. Supplies/Materials and Textbook/Workbook allocations shall be based upon the average elementary per pupil allocation set at budget time. Staffing shall be allocated based upon class size student: teacher ratios. Other indirect supplies and services shall be allocated in a manner comparable to what is made available to all NJSD elementary schools ~~i.e. such as~~ copying, postage, telephone, laminating, heat, light, fax, etc.

As a Charter School, Alliance may use NJSD funds differently than do other District schools, consistent with the Alliance curriculum. Alliance will not exceed staffing and materials expenditures allotted for other district elementary schools.

- (3) **Control of Funds – NJSD.** The NJSD shall retain exclusive control over the use of and disbursement of all taxpayer funds.

Control of Funds – ACEC. ACEC, the non-profit 501(c)(3) organization created to raise funds for Alliance, shall retain exclusive control over the use of the disbursement of all funds raised by ACEC. It is understood that Alliance may pursue grant monies and other sources of private funding to offset its current and future operating expenses.

- (4) **Budget submission.** Both NJSD and ACEC will have the right to review one another's budget records as they relate to the Alliance program.

d. **Teachers and Staff.** As provided under Section 7(a) above, NJSD will provide Wisconsin-certified, licensed and appropriately credentialed teachers for Alliance.

(1) NJSD will provide classroom teachers for Alliance at a ratio no greater than the District range for similar grades in the elementary schools.

(2) NJSD will provide for art and music instruction, which includes keyboarding instruction two times per week. This instruction will not result in additional expenditures in the NJSD budget.

(3) NJSD will provide for a principal.

(4) NJSD will provide paraprofessional support in accordance with elementary practices currently used.

(5) NJSD will provide library/media technology resources.

(6) NJSD will provide for ~~Physical Education~~Wellness Education instruction.

e. **Pupil Services.** Regular and special education students will be provided pupil services on the same basis as other NJSD students.

f. **Physical Space.** Expansion decisions will be made by NJSD with input from ACEC. After the annual joint review of enrollments and space availability, NJSD will allocate the needed facilities as outlined in Section 3, Educational Program.

16. **Duties and Restrictions.**

a. **Non-Sectarian.** Alliance shall be non-sectarian in its programs, admissions, policies, employment practices and all other operations.

b. **Tuition.** Alliance shall not charge any tuition. Alliance may charge “activity fees” provided the ACEC Board has approved of the activity and corresponding fees in advance.

17. **Term, Renewal and Termination of this Contract.**

a. **Term.** Pursuant to the provisions of §118.40(3)(b), Wis. Stats., the term of this Contract (“Term”) shall be for a period of

five (5) years commencing on the first day of the fiscal year ~~2009-2010~~2014-2015, and shall expire at midnight, on June 30, ~~2014~~2019, unless terminated or extended pursuant to the terms hereof.

b. **Renewal.** Pursuant to §118.40(3)(b), Wis. Stats., upon expiration of the Term, the Board may renew this Contract for such additional terms for up to five (5) years each as the Board deems appropriate. The NJSD, Alliance and ACEC, shall begin discussions for the renewal of this charter agreement no later than August 15th of the fourth year of this contract. The charter agreement will be presented to the NJSD committee of the whole for a vote not later than the following November 30th.

c. **Termination.** This Contract may be terminated only at the end of a school year by the NJSD if it finds that Alliance violated this Contract; or if enrolled pupils fail to make sufficient progress in attaining educational goals under section 118.01 Wis. Stats., provided that NJSD shall have first provided written notice to Alliance by February 1st of a contract year detailing the violation, and it was not cured within 90 days thereafter. Written notice of such termination shall be provided to Alliance via certified or registered mail, return receipt requested, and shall include the stated reasons for the termination and its effective date. Under such circumstances, materials and equipment purchased with Alliance funds will remain the property of NJSD, pursuant to state law.

18. **Indemnification.** NJSD shall defend, indemnify and hold harmless Alliance against and from all costs, expenses, damages, injury or loss to which Alliance may be subject by reason of any negligent or intentionally wrongful act or omission, or default hereunder by NJSD, its agents or employees assigned in the execution or performance of this Contract. Likewise, Alliance shall, except with respect to any claim or loss covered by insurance maintained by NJSD or required to be maintained by it pursuant to this Contract, defend, indemnify and hold harmless NJSD against and from all costs, expenses, damages, injury or loss to which NJSD may be subject by reason of any negligent or intentionally wrongful act or omission, or default hereunder, by Alliance, its agents, or employees or assigned in the execution or performance of this Contract.

19. **Miscellaneous.**

a. **Governing Law.** This contract shall be governed by, and construed and interpreted under the laws of the State of Wisconsin.

b. **NJSD Liability.** The parties agree that the establishment of Alliance shall have no effect on the liability of NJSD related to

those obligations specifically undertaken by NJSD under this Contract.

c. **Entire Agreement.** This Contract sets forth the entire agreement between the parties with respect to the subject matter of this Contract. All prior applications, agreements or contracts, representations, statements, negotiations, understandings and undertakings are superceded by this Contract.

d. **Severability.** If any provision of this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of any federal, state or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

e. **Modifications.** No modification to this Contract shall be effective unless the same is in writing and signed by authorized representatives of both parties.

f. **Counterparts: Signature by Facsimile.** This Contract may be signed in counterparts, which shall together constitute the signed original Contract. A signature delivered by facsimile shall be considered an original for purpose of this Contract.

20. **Savings Clauses.** If any article or part of this contract between the NJSD and ACEC is in violation of the Master Agreement between the Neenah Education Association and the NJSD Board of Education, that article or part of the contract will become invalid. If any article or part of this contract between the NJSD and ACEC is in violation of the Master Agreement between the Neenah Educational Support Personnel Association and the NJSD Board of Education, that article or part of the contract will become invalid.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as of the date first above written.

NEENAH JOINT SCHOOL DISTRICT

By: _____

[PRINT NAME]
President

ATTEST:

[PRINT NAME]
Clerk

ALLIANCE CHARTER EDUCATION

CORPORATION

By: _____

[PRINT NAME]
Chair

ATTEST:

[PRINT NAME]

Secretary