

**CHARTER SCHOOL CONTRACT BETWEEN
EAU CLAIRE AREA SCHOOL DISTRICT
AND CHIPPEWA VALLEY MONTESSORI CHARTER SCHOOL, INC.**

THIS AGREEMENT (hereafter “Contract”) is made as of the 27th day of March, 2023, by and between the Board of Education for the Eau Claire Area School District (hereinafter “ECASD Board”), 500 Main Street, Eau Claire, Wisconsin 54701 and the Chippewa Valley Montessori Charter School, Inc. (hereinafter “Charter School”), a Wisconsin non-stock corporation, 400 Cameron Street, Eau Claire, Wisconsin, 54703.

WHEREAS, ECASD Board and Charter School have previously entered into a charter school contract effective as of September 3, 2002, renewed effective as of April 5, 2004, and July 1, 2006, revised effective as of July 1, 2011, July 1, 2013, April 20, 2015, and replaced February 17, 2020, to operate the Chippewa Valley Montessori Charter School (the “Prior Contract”);

WHEREAS, ECASD Board and Charter School desire to replace the Prior Contract; and

WHEREAS, ECASD 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;

NOW THEREFORE, the parties agree as follows:

1. The name of the person seeking to establish Charter School

Charter School was established in 2002. The entity seeking to continue the existence of Charter School is Chippewa Valley Montessori Charter School, Inc. Governance Board (hereafter “Charter School Board”) in collaboration with ECASD Board. Charter School would be an instrumentality of Eau Claire Area School District (hereafter “ECASD”).

2. The name of the person who will be in charge of Charter School and the manner in which administrative services will be provided.

a. Administrative Services. Administrative services will be provided in the same manner as other ECASD schools, including but not limited to: purchasing, accounts payable, accounting, bookkeeping, risk management, auditing, cash management, payroll, benefits administration, labor relations, staffing administration, enrollment administration, pupil services, record keeping, and general testing of students. ECASD will assume all costs of these services.

- b. **Charter School Governance Board.** Charter School will be governed by Charter School Board. Charter School Board will ensure that the terms of this contract with ECASD Board are fulfilled. Curricular and program changes will be at the discretion of Charter School Board.
- c. **Administrator.** An administrator will supervise and coordinate the daily operation of the school and work closely with Charter School Board to ensure that the educational goals of Charter School are met. An appropriately licensed principal shall serve as the administrator of Charter School (hereafter "Administrator"). Administrator will be responsible to ECASD Board and Charter School Board for overseeing the teacher training, financial accountability, scheduling the building, student discipline, overseeing the educational programs, administering assessment and evaluating programs not administered by the district, and maintaining daily operations. Administrator will be responsible for communications between ECASD administration and Charter School. Administrator will be responsible for arranging teacher evaluations with ECASD Executive Director or appropriate ECASD staff member and, if Administrator is so certified, may perform the evaluations.

3. A description of Charter School educational program offered and students served

- a. **General Statement.** Charter School was created as an independent institution in order to provide an opportunity for students to learn utilizing the Montessori principles of education. The founders of Charter School and ECASD Board recognized the ability of a charter school to provide a high-quality educational experience for students.
- b. **Mission.** To provide an innovative learning environment to the Eau Claire community that promotes the social, intellectual and emotional development of each child based on the foundations and methods of Maria Montessori.
- c. **Vision.** To inspire and nurture the human spirit-one child at a time.
- d. **Students and Enrollment.** Charter School will enroll ECASD and non-district open enrolled students, with a targeted 4K and 5K enrollment of 80. Students shall be enrolled in 4K through 5th grade. In the event Charter School exceeds its anticipated pupil population by more than 5%, Charter School shall promptly notify ECASD Board in writing. Multiage classrooms shall be in line with ECASD class size standard and student/teacher ratio. Expansion decisions will be based on enrollment and space availability.

- e. **Main Features of Educational Program.** The key difference between Charter School and those of traditional elementary schools is that the student environment combines freedom and responsibility and allows children an active role in their learning. Staff facilitates student exploration and creativity, student social awareness, moral development, independent learning with sound decision-making skills, and a discipline model focusing on the child developing an internal focus of control / self-control.
- f. **Courses.** Administrator and core instructors shall be responsible for developing a curriculum framework that is based on the ideas and research of Maria and Mario Montessori that will enable each student to attain standards established in this contract, state educational standards and the educational goals under WI §118.01. Charter School Board, Administrator and the core instructors shall cooperate with ECASD administration in providing other academic services beyond the Montessori core curricula.

Consistent with the previous paragraph, Charter School Board, Administrator and core instructors, in consultation with ECASD administration, shall determine the following course-related factors:

- The number of sections of each Children’s House, Elementary I, Elementary II;
 - The number of students per section within staffing allocated by the School District;
 - The time of day courses are offered;
 - The organization of the school day; and
 - The schedule for staff, rooms, and courses under its jurisdiction.
- g. **Staffing and Support Services.** Staffing units shall be determined by ECASD administration annually based on enrollment, alignment with post-secondary readiness criteria, and annual revenue limit increases as provided for by state statute and/or legislative action.

Position descriptions of all staff are determined and approved by Charter School Board. Position descriptions shall satisfy ECASD Employee Handbook, unless otherwise specified in a Memorandum of Understanding (MOU).

The assignment of staffing units to specific duties shall be the responsibility of Administrator.

Special needs of students will be met according to the goals of their Individualized Education Plan (IEP). ECASD shall provide needed special education services, as appropriate. When it is determined that a Charter School student is in need of support services (e.g. special education, English as second language and

diagnostic services used to determine either of the before mentioned services), ECASD administration shall be responsible for determining the level of such services needed.

4. Methods used to enable pupils to attain the educational goals

The methods used are described in educational program section 3e. Main Features of Educational Program. A School Improvement Plan shall be developed annually. The purpose of this plan shall be to continually improve the Equitable Multi-Level System of Support, to improve student achievement, and to meet the needs of all students.

5. Method by which evidence of student achievement or progress in attaining academic skills and knowledge will be measured

The methods and processes for evaluating students shall be determined by Charter School Board and Administrator. Student progress will be monitored through both formal and informal assessment methods. Charter School will participate in state and federally mandated tests. In addition, Charter School may administer other tests for select grade levels. In-class formative assessments will be made frequently to ascertain whether students have mastered the material. Student and class performance will be communicated to the parents through a variety of methods to include: parent-teacher conferences, periodic newsletters, assignment worksheets, and progress reports.

a. Maintenance of Records. Academic, behavioral, attendance, truancy, and discipline records shall be maintained by Charter School in accordance with state and federal statutes and ECASD policies, rules and regulations. Special education records shall be maintained by ECASD or district of residence.

6. Governance structure of Charter School, including the method to be followed by Charter School to ensure parental involvement

a. Incorporation. Charter School is incorporated under Chapter 181 of the Wisconsin Statutes as a non-profit nonsectarian corporation. Charter School is exempt from federal income tax under 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3). Charter School shall immediately notify ECASD if there is a status change in this regard. ECASD Board reserves the right to terminate this Contract due to a change in status.

b. Charter School Board. Charter School Board will consist of individuals who are either parents of students at Charter School, staff at Charter School, or interested community members. Subsequent board members will be elected in accordance with Charter School Articles of Incorporation and Bylaws. Charter School Board

shall meet monthly or as determined by Charter School Board. The meetings shall follow Robert's Rules of Order, all state open meeting laws and the by-laws of the corporation. Charter School Board will be responsible for: Setting the educational philosophy of Charter School to be consistent with the Mission and Vision Statement of Charter School;

- i. Establishing and monitoring the implementation of policies, other than those established by ECASD;
- ii. Establishing and overseeing curriculum;
- iii. Making recommendations to ECASD administration regarding hiring or termination of Charter School staff;
- iv. Ensuring compliance with this Charter School contract;
- v. Reviewing Administrator performance with ECASD Executive Director or appropriate ECASD representative;
- vi. Such other matters as Charter School Board may deem necessary or appropriate with regard to the operations or affairs of Charter School.

c. Administrator. Administrator will perform the duties described in Section 2 above. Administrator shall begin a Montessori certification within one year of hire. Certification must be completed no later than two years from date of hire.

d. Parental Involvement. Parents are an important factor in the operation of Charter School through involvement as representation on Charter School Board, a parent group, special activities, classroom and administrative volunteers, and through service on committees.

7. Qualifications that must be met by the individuals to be employed in Charter School

a. Licensure. Teachers shall be Wisconsin Department of Public Instruction licensed teachers. Core classroom instructors shall begin Montessori certification within one year of hire. Certification must be completed no later than two years from date of hire, unless extended by administrator for cause. Para-professionals/specialists shall complete training approved by Administrator ensuring they are knowledgeable in Montessori philosophy and policies within one calendar year of beginning assignment at Charter School. Specialists shall obtain Montessori orientation. Support staff shall obtain Montessori overview.

b. Hiring.

- i. Hiring of unfilled core classroom instructors, para professional/specials, and other staff positions will be completed in accordance of ECASD and Charter School Board policies and procedures.

- ii. Administrator. Candidates for this position will be screened and interviewed by ECASD administration and Charter School Board. Candidates who meet ECASD and Charter School standards will be submitted by Charter School Board to ECASD administration for final recommendation to ECASD Board for hiring. Charter School Board and ECASD Board will work in collaboration regarding reassignment of Administrator.

c. Teachers and Staff.

- i. ECASD administration will provide the number of teacher full-time equivalents and support staff at the same ratio as other ECASD schools.
- ii. ECASD Board will provide a full-time Administrator. If Administrator is not certified to perform staff evaluations, ECASD administration will provide administrative assistance for staff evaluations. Administrator will work closely and collaboratively with all evaluators on each faculty evaluation.

8. Procedures that Charter School will follow to ensure the health and safety of the pupils

Charter School shall comply with all applicable Federal, State and local health and safety requirements, including but not limited to fire and tornado drills. Charter School shall have policies in place that will protect the health and safety of students and staff. Charter School facilities shall be inspected at a frequency determined by ECASD administration, by appropriate inspectors to ensure a healthy and safe environment. Hazardous conditions shall be corrected to ensure the health and safety of the students and staff.

9. Procedures used to achieve a racial and ethnic balance among its pupils that is reflective of ECASD population

Charter School welcomes students from minority and low-income populations. Charter School shall strive to have a racial/ethnic balance that reflects ECASD community balance. Administrator shall provide its student Diversity Plan to ECASD Board, annually. Charter School shall make every effort to include all students in the program who choose to apply and enroll. Charter School shall monitor the demographic make-up of the student population. If specific groups are under-represented, outreach efforts shall be further customized to raise awareness and generate interest.

Charter School and ECASD will jointly study options for a long-term action plan to address systemic diversity challenges facing Charter School. ECASD will initiate and

lead this study. Charter School and Charter School Board will fully participate in this study. The study will examine options including, but not limited to, 1) organizational structures providing for Montessori elementary education other than a charter school, and 2) expansion of Charter School. This study will be completed by June 1, 2024.

10. The requirements for admission to Charter School and procedures followed if more students apply for admission than can be admitted, including lottery process

Charter School is open to all students in grades 4K to 5th grade who reside in the District or are eligible for enrollment in the District's programs pursuant to Wis. Stat. §118.51. Charter School's capacity will be set at 80 in the 4K and 5K program combined. In the event Charter School exceeds its anticipated pupil population by more than 5%, Charter School shall promptly notify ECASD Board in writing.

If the number of enrollment applications exceeds the enrollment limit, Charter School will select students on a random lottery basis. Charter School will give preference to pupils and siblings of pupils who are already attending Charter School. In addition, Charter School will give preference to children of full-time employees, but the total number of such children given preference will constitute no more than 10% of Charter School's total enrollment.

A waiting list will be maintained for students who are not selected in the random lottery.

The Admissions Policy provides specific details to the process used and dates for admissions.

11. Level of autonomy afforded Charter School relative to policy and budget development, staffing and evaluation

Charter School and Charter School Board shall have autonomy related to: 1) curriculum, assessment, and education materials, 2) professional learning and flexibility in the school calendar related to professional learning. On an annual basis, the principal shall submit a plan to the Director of Academic Services that outlines the Charter School's curriculum, assessment, and education materials, professional learning and flexibility in the school calendar related to professional learning for when not using district materials. This plan shall be submitted by March 1 so that budgets can be planned accordingly. When the Charter School elects to use and follow district curriculum, it will be followed as intended. When district assigned human resources are used, those resources will also be implemented as intended (example: Instructional/SEL Coach, Reading Interventionist, School Social Worker).

12. Procedures by which students will be disciplined

Charter School shall adhere to ECASD policies and procedures for disciplining pupils.

13. Public school alternatives for pupils who reside in ECASD and do not wish to attend or are not admitted to Charter School

Students who do not wish to attend, are not admitted to or dis-enrolled from Charter School may attend their neighborhood schools or seek enrollment in another ECASD school, unless he/she was expelled from a school district in the state of Wisconsin.

14. Voluntary Charter School program and attendance

Enrollment at Charter School is voluntary.

15. Tuition and fees

Charter School does not charge tuition to attend Charter School. Charter School may assess reasonable pupil fees (not to exceed actual cost) for activities, such as field trips and social and extra-curricular activities.

16. The manner in which annual audits of the financial and programmatic operations of Charter School will be performed

Charter School shall submit its records for an annual audit by an auditing firm of ECASD's choosing. The audit shall be conducted in accordance with applicable law. ECASD will assume all audit costs associated with this review. ECASD may review the financial practices of Charter School at any time and may request reasonable reports from Charter School with due notice. All financial operations of Charter School must be in accordance with applicable law and the ECASD's policies, practices, and rules, unless expressly granted a waiver by ECASD.

Charter School may participate in appropriate foundations. Charter School may place funds in these foundations and 501(c) (3) accounts or receive funds through these foundations. All funds donated to Charter School shall be under the direct control of Charter School Board, consistent with ECASD Policy.

17. A description of the school facilities and the types and limits of the liability insurance that Charter School will carry

- a. Facilities.** Charter School is located at 400 Cameron Street, Eau Claire, Wisconsin. In the event Charter School anticipates relocating its school and prior to

committing itself to a new facility, Charter School shall notify ECASD Board in writing of its desire to relocate. ECASD administration shall ensure that existing and any new facility meets all of the safety codes and standards required under this Contract, as well as all local, state and federal laws, codes, and rules and regulations pertaining to health and safety that apply to public schools.

Based on similar schools, ECASD shall be the supplier of computers, internet access, data lines, server capability, e-mail, voice mail, telephones, FAX, and other technology if requested by Charter School.

Charter School shall comply with ECASD room use rules for all rooms under the jurisdiction of Charter School.

As part of Contract, ECASD administration shall provide custodial services and supplies to Charter School. These services shall be provided at times and in a manner that do not disrupt classes or before and/or after school activities and shall be at a level of service similar to other ECASD elementary schools.

- b. Liability Insurance.** ECASD shall insure all ordinary and reasonably foreseeable risks related to operation of Charter School, including liability, property, worker's compensation, errors and omissions, and comprehensive coverage.

In order to qualify for liability insurance, all Charter School Board policies and procedures shall be made available for review to ECASD Board, appropriate ECASD administrative staff, and agents providing such insurance.

18. The effect of the establishment of Charter School and the liability of ECASD

There shall be no effect of the establishment of Charter School on liability for ECASD. Compliance within the terms of this Contract is intended to assure that there shall be no such effect on liability.

19. Fees for contract administration

No funds shall be exchanged between Charter School and ECASD.

20. Allocation of federal funding for which Charter School is eligible

Federal funding for which Charter School is eligible shall be allocated under the direction of Administrator that is responsible for that particular budget. In most cases that will be the Executive Director of Business. Budget allocations shall support the missions of ECASD and Charter School.

21. Nonsectarian

Charter School shall be nonsectarian in its programs, admissions policies, employment practices and all other operations and shall not be affiliated with a sectarian school or religious institution.

22. Nondiscrimination

Charter School shall not discriminate in admission or deny 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.

23. Transportation

ECASD shall provide transportation for all ECASD 4K - 5th grade students in accordance with ECASD policy 751, with bussing for 4K students to begin in the 2024-25 school year.

24. Food Service

ECASD shall provide food service for Charter School students.

25. Policies and Procedures

Charter School Board shall establish all policies and procedures for Charter School in accordance with Contract and Charter School Board by-laws. Policies established by Charter School Board may differ from those of ECASD or other area school districts.

26. Annual Report

Administrator shall present to ECASD Board, upon request, an annual report describing the progress on Charter School Board strategic goals, as well as Charter School building goals.

27. Assignability

Charter School Board shall not assign any interest in Contract and shall not transfer any interest in same, without the prior written consent of Charter School Board and ECASD.

28. Statutes

Contract shall be governed by the laws of the State of Wisconsin. Whenever under Contract reference is made to a provision in the Wisconsin Statutes or United States Code or implementing code, rule, or regulation, and such provision is subsequently amended by the Wisconsin Legislature, United States Congress or state or federal administrative agency, such reference in Contract shall be deemed to be amended to conform to the new law, code, rule, or regulation.

29. Severability

If any term or provision of Contract shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of Contract, but such term or provision shall be deemed modified to the extent necessary in the court’s opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

30. Notice

Whenever under this contract notice must or may be given to the other party, or whenever information must or may be provided to the other party, the party who must or may give notice or provide information shall fulfill any such responsibility under this contract if notice is given or information is provided:

To the ECASD Board:
Attn: ECASD Board President
Eau Claire Area School District
500 Main Street
Eau Claire, WI 54701
Telephone: 715-852-3000

To Charter School Board:
Attn: Charter School Board President
Chippewa Valley Montessori Charter School
400 Cameron Street
Eau Claire, WI 54703
Telephone: 715-852-6951

With a copy to:
Michael Johnson
Superintendent of Schools
Eau Claire Area School District
500 Main Street
Eau Claire, WI 54701
Telephone: 715-852-3000

With a copy to:
Pamela Hermodson
Administrator
Chippewa Valley Montessori Charter School
400 Cameron Street
Eau Claire, WI 54703
Telephone: 715-852-6951

31. Terms and termination of Contract

- a. **Term.** The term of Contract shall be for a three-year period commencing July 1, 2023, and terminating June 30, 2026.
- b. **Renewal.** Charter School Contract may be renewed for any term not to exceed five (5) school years. ECASD Board shall make a final decision whether to renew Contract with Charter School no later than six (6) months prior to expiration date of Contract.
- c. **Modification.** Contract represents the entire agreement reached between Charter School and ECASD Board. Contract may be modified upon mutual agreement reached between parties and reduced to writing. If, during the term of Contract, either party wishes to modify any of the terms of Contract, that party shall put the proposed modification in writing and submit it to the other party for consideration. Both parties agree to negotiate in good faith regarding proposed modifications to the contract, and neither party shall withhold its approval unreasonably.
- d. **Termination.** Contract may be terminated before expiration of its term upon both parties agreeing in writing to the termination, or in the event of a material breach by either party. ECASD Board may, in its sole discretion, allow Charter School a reasonable amount of time to cure the material breach prior to termination of the Contract. The termination shall not become effective until, at a minimum, the end of the semester in which notice of termination is given.

In the event of termination of Contract, written notice by certified or registered mail, return receipt requested, shall be provided, which shall list the reason(s) for termination and the effective date of the termination.

THE UNDERSIGNED HAVE READ, UNDERSTAND, AND AGREE TO COMPLY WITH AND BE BOUND BY THE TERMS AND CONDITIONS AS SET FORTH IN THIS CONTRACT.

Eau Claire Area School District

Chippewa Valley Montessori
Charter School, Inc.



*Electronically signed by: Tim
Nordin
Date: Apr 11, 2023 12:28 CDT*



*Electronically signed by: Mark C
Lundin
Date: Apr 11, 2023 11:45 CDT*

Tim Nordin _____, President,

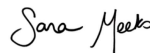
Mark C. Lundin _____, President,

Eau Claire Area School
Board of Education

Charter School Board of Directors



*Electronically signed by: Michael
Johnson
Date: Apr 19, 2023 13:14 CDT*



*Electronically signed by: Sara
Meeks
Date: Apr 11, 2023 09:25 CDT*

Michael Johnson _____, Superintendent,

Sara Meeks _____, Vice President,

Eau Claire Area School District

Charter School Board of Directors












2023 CVMCS Contract (004)

Final Audit Report

2023-04-19

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