

CHARTER SCHOOL CONTRACT

Discovery Charter School

THIS AGREEMENT is made as of the 28th day of March, 2011, by and between the Board of Education of the Columbus School District, Columbus, Wisconsin, (Board) and the Discovery Charter School Governance Council (Council).

RECITALS

A. The Discovery Charter School is an existing Charter School in the Columbus School District and opened in September 2007. This contract nullifies any existing contract between the two parties.

B. NOW, THEREFORE, pursuant to 118.40(3) of the Wisconsin Statutes, the parties enter into a Contract for a Charter School as follows:

Name of Person/Organization Establishing Charter School. The name of the person/organization contracting with the school district is the Discovery Charter School.

Person in Charge and Manner of Administration.

a. Administrator. The Principal shall have administrative oversight of DCS, and will supervise and coordinate the daily operation of DCS with school staff and will work closely with and report to the Governance Council to ensure the educational goals of DCS are met.

b. Administrative Services. Except as otherwise set forth in this contract, administrative services will be provided by the Columbus School District in the same manner as they are provided to other Columbus School District schools, including: purchasing, accounts payable, accounting, bookkeeping, risk management, auditing, cash management, payroll, benefits administration, labor relations, staffing, enrollment, pupil services, record-keeping, and general testing of students. The Discovery Charter School is an instrumentality of the Columbus School District, and as such, no administrative fee will be paid to the authorizer by DCS.

Description of Educational Program. The mission of the Discovery Charter School is "Discovery Charter School, in cooperation with parents and the community, will empower students to become healthy, high achieving, life-long learners through the exploration of science and technology." A learning environment is envisioned in which children build strong foundations in literacy and math through the hands-on exploration of nature and science. DCS will follow the principles of inquiry-based learning. Students learn about the natural environment by interacting with it and observing how it changes over time. Experiments are conducted to help answer questions that students have about their surroundings. Broad goals include the following:

1. Children will read at or above grade level by the end of grade two and will maintain this level of literacy skill.
2. Parents will have the knowledge and skills necessary to promote learning, exploration, and wellness within their family.
3. The Discovery Charter School will serve students in the grade/age equivalents of kindergarten through 3rd grade.

Choice of curriculum is extremely important and three key components must be

present before a curriculum is chosen for DCS. The first is that it must be a developmentally appropriate program solidly based in the required components of effective literacy and mathematics instruction. Second, it must be backed by research that demonstrates its effectiveness. Third, it must integrate science into other subject areas and promote inquiry-based learning.

In addition to high quality curriculum, the instructional process and specific content of the curriculum must fully engage children and prepare them for future success. To accomplish this, an emphasis on outdoor, environmental and technological themes has been chosen. The outdoors will serve as a classroom in which children can observe changes in nature and create their own nature space.

Children in DCS will receive art, music and physical activity programming that is embedded into their program and that follows the academic instructional theme. Children may not receive separate instruction in these areas. Likewise, supplemental services to promote the acquisition of delayed developmental skills will be provided within the child’s learning environment whenever possible, reducing or eliminating instructional fragmentation.

Evidence of student achievement and progress will be completed through a standards-based report card.

Students in DCS will attend school on a full-day schedule, though this schedule may vary somewhat from other district schedules in order to accommodate teacher planning time.

Charter School Ends Policies: Because the Board of Education’s End Policies (District Goals) are broadly written and generally accepted goals for any K-12 educational institution, the Council will adopt the Board of Education’s Ends Policies. The Council may submit to the Superintendent alternate interpretations to match the unique educational aspects of DCS. The Council will report to the Board of Education, through the District Superintendent, once per year.

Board of Education Outcome	Charter School Goal	Charter Indicator(s)	First Report Date
Academic Achievement: Students will meet or exceed established state standards in academic disciplines.			
2.1 Students will demonstrate continuous improvement toward achieving literacy- the ability to read, write and communicate orally- at or above grade level.	All children will make progress in literacy skills regardless of the level at which they begin school. Children will be reading at or above grade level no later than the end of 2 nd grade and will maintain that level through 3 rd grade.	MAP: Students who are below the 50 th percentile on the MAP will demonstrate increases in their percentile score. Students who are at or above the 50 th percentile will make progress according to program calculations. PM Benchmark: Level 23 by end of 2 nd Grade, Level 26 by end of 3 rd grade. WKCE: 90% of students will score Proficient or above on the 3 rd grade WKCE.	June, 2012

		Skill Benchmarks: 95% of children will meet literacy Benchmarks at each grade level as measured in Standards-Based report cards.	
2.2 Students will demonstrate continuous improvement toward success in mathematics, language arts, science and social studies.	All children will make progress in math and science skills to meet or exceed state standards by 3 rd grade. Standards in Social Studies may be met by an integrated curriculum and not by direct instruction in Social Studies.	MAP: Students who are below the 50 th percentile on the MAP will demonstrate increases in their percentile score. Students who are at or above the 50 th percentile will make progress according to program calculations. Skill Benchmarks: 95% of children will meet benchmarks at each grade level as measured by standards-based report cards. WKCE: 90% of students will score Proficient or above in Reading, Language Arts, Math and Social Studies on the 3 rd grade WKCE. All DCS students will score proficient or above on the 4 th grade WKCE science test. 80% of students will score above the 75 th percentile on the MAP science test in 3 rd grades.	June, 2012
2.3 Students will be technologically proficient.	All children will be comfortable in the use of technology and will actively use technology to advance learning.	Students will independently access and utilize educational software within the Charter School classroom. The percentage of children who can independently utilize various forms of technology within the classroom will be reported.	June, 2012
2.4 Students will be proficient in one or more of: foreign language, visual or performing arts, vocational areas.	Children in the Charter School will be exposed to, experience and enjoy a variety of arts, vocational	Visual record of arts, language and vocational experiences. Children's reports of experiences and enjoyment will be shared with the board.	June, 2012

	and language experiences.		
Citizenship: Students will be responsible citizens and productive participants in their school, community, their country and the world.			
3.1 Students will respect people, position and property.	Children will follow classroom and building rules.	Number of children who receive. Number of children who require disciplinary action greater than teacher intervention.	June, 2012
3.2 Students will commit personal time and talent to improve their community.	Children will engage in service learning projects and community service within and outside the learning environment.	Description of projects, programs, events and percent of children who participated in each project.	June, 2012
3.3 Students will be civic-minded and patriotic.	Children will participate in classroom decision-making processes	Description of classroom decision-making process.	June, 2012
3.4 Students will value diversity and cultural difference.	Students will proactively experience differences in culture within the classroom. Students will take a proactive stand against bullying.		June, 2012
3.5 Students will build productive relationships and group affiliations within their school community.	Students will actively participate in group and school activities and will demonstrate helping relationships within the classroom.		June, 2012
Life Skills: Students will be able to productively and efficiently manage their own lives in order to be independent and self-reliant.			
4.1 Students will be able to set and achieve personal goals.	Children will be able to state learning	Percent of students who make effort and progress toward their personal goals.	June, 2012

	outcomes in “kid-friendly” language. Children will develop skill-based goals for reading and math.		
4.2 Understand personal strengths & weaknesses, and have appreciation for abilities.	Children will feel positive about themselves and their abilities in school.	At least 90% of students will report positive feelings about their school performance.	June, 2012
4.3 Take responsibility for own actions.			June, 2012
4.4 Choose and practice healthy lifestyle.	Children will exercise at least one hour per day and will eat healthy meals and snacks while at school. Children will participate in making and serving meals and snacks.	Percentage of children who are active at least one hour per day.	June, 2012
4.5 Exercise self-control & discipline over personal actions.	Children will interact positively in unstructured situations of playground and hallway.	Number of discipline referrals from playground and hallway.	June, 2012

DCS Governance Council: The Charter School shall be an instrumentality of the Columbus School District and shall operate under a charter school contract with the authorizing authority. DCS shall be an independent charter school that will also function within the parameters of the policies and procedures of the Discovery Charter School Governance Council. The Governance Council, consisting of nine voting members, is a separate entity from the Columbus School District School Board. The Governance Council shall be comprised of a majority of non-school district employees or school board members.

- a. Membership: The Governance Council shall be comprised of no less than the following:

Four Parents of current students
One community member
Two Charter School teachers
One District non-Charter School teacher
District Administrator or Designee

- b. By-laws and terms: The Governance Council functions under by-laws that properly define its existence, including terms of office and election procedures.
- c. Open meetings: Governance Council meetings shall be announced and conducted in compliance with the Wisconsin Open Meeting Law, 19.81 et seq. of the Wisconsin Statutes.

The Governance Council has the following authority to make decisions regarding the operations of the charter school:

- a. Provide input to, approve and monitor curriculum, instructional design and assessment recommended by Center staff and administration.
- b. Approve and monitor the annual budget prepared by the administrator and center staff.
- c. Provide vision and guidance to the school so it retains its uniqueness in meeting the individual academic, social-emotional, and physical needs of its students.
- d. Approve DCS calendar.
- e. Interview and recommend staff for contract approval by the District Superintendent.
- f. Establish criteria for admission to DCS consistent with the contract and charter school laws;
- g. Propose modifications to this Contract as appropriate;
- h. Approve staff evaluation procedures and participate in staff evaluation.
- i. Approve of grant proposals and other programs to raise money for the operation of DCS
- j. Ensure that DCS is effective in achieving its mission and efficient in using its resources by self-evaluating the activities of the Governance Council and its performance in fulfilling its responsibilities.

Qualifications to be Met by Individuals Employed in the Charter School. All instructional and support staff shall be licensed according to Chapter PI 34 of the Wisconsin Administrative Code. All licensed instructional staff, other than substitutes, shall be members of the Columbus Educational Association, and are subject to all provisions of the Master Agreement with the Columbus Educational Association unless agreed to under a separate “memo of understanding.” All support staff, other than substitutes, shall be members of the Columbus Associated Personnel, and are subject to all provisions of the Master Agreement with the CAP. All Administrative staff will follow administrative contracts otherwise established by the Columbus School District Board of Education.

Procedures to Ensure Health and Safety of Pupils. The Charter School shall be operated at a site approved by the Columbus School District. The Charter School shall follow all applicable local and state health and safety regulations and building code standards, including, but not limited to, fire drills and tornado procedures.

Admission. Registration for DCS will take place no later than April 30th preceding the applicable school year. Registration will be capped at 20 students per grade level

served or a number equal to the average class size in Columbus Elementary School, whichever is greater. At that time, families will be informed of Charter and traditional program options available to them. Children must be five years of age by September 1st to enter 5K. Early admission will be considered based on district policy. Parents understand that they will participate in parent education programs if their child is admitted to the Discovery Charter School. Children already enrolled in DCS will continue to be enrolled through 3rd grade unless they opt out of the program.

All applications for admission will be accepted. The DCS 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 status, sexual orientation or physical, mental, emotional or learning disability. Students identified by the school district as having an educational disability and a need for special education will be integrated into the Charter School with special education services, related services, and supplemental aids and services provided as indicated by the child's Individual Education Plan. Should the number of applications exceed the allowed enrollment, students will be selected through lottery. Those not selected will be placed on an application-date-ranked waiting list. Current members of the Governance Council will be given priority when enrolling their child in DCS.

No tuition will be charged to enroll in the Discovery Charter School. Any fees charged will match those charged by Columbus Elementary School.

Annual Audits. Because the Charter School is an instrumentality of Columbus School District, financial audits and programmatic operations audits shall be performed as required by the Wisconsin Department of Public Instruction. Financial operations will be carried out in a manner consistent with current district practices. Financial audits are performed annually and results communicated to the Board by the independent auditor.

Discipline Procedures. Discipline in early education programs must be considered within the developmental context of the child. Environmental control, developmentally appropriate instructional activities and practice, explicitly teaching expected behaviors and positive behavioral supports will be the primary methods of discipline. The Responsive Classroom model of planning for positive behavioral outcomes will be implemented. When behavioral concerns do arise, Center staff will operate under the assumption that children want to demonstrate positive behavior and that misbehavior is a function of lack of skill or a misdirected attempt to gain something that the child needs. Discipline will be handled in a manner that is reflective of this philosophy and respectful of the child. Parents will be fully involved in addressing and continued behavioral concerns. Serious behavioral concerns will result in consultation with Pupil Service personnel to conduct a Functional Behavioral Analysis and develop a Behavior Intervention Plan.

Effect of Charter School on Liability. Because the Charter School shall be an instrumentality of the Columbus School District, there shall be no effect of the establishment of DCS on liability for the Columbus School District. Compliance within the terms of this Contract is intended to assure that there shall be no such effect on liability. DCS will be located within current district facilities. As an instrumentality of the Columbus School District, DCS shall have or require property, liability, and such other insurance as available and maintained for other facilities within the District.

Exchange of Funds. Because DCS shall be an instrumentality of the Columbus School District, no funds shall be exchanged between parties under this Contract.

Budget Responsibilities. The Charter School will be allocated yearly budget funds on a per-pupil basis in the same manner as other District school buildings. The Columbus School District will maintain a separate building budget code to designate Charter School spending. Equally apportioned building funds will be used to cover operating expenses in the same manner as other schools. Remaining funds will be spent at the discretion of the Governance Council or their designee.

Center finance reports will be reviewed by the Governance Council at least four times per year. Center administration will have access to computer-based budget reports.

Nondiscrimination. DCS 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 on the basis of physical, mental, emotional or learning disability.

Transportation. Transportation for students enrolled in the Charter Program will be provided and will follow the same guidelines as those for children enrolled in regular district programs.

Regulation Variations. Charter schools may define exemption from certain state requirements regarding public education unless specifically referred to in state statute. DCS will take these 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. Center staff in conjunction with the Governance Council will establish the school's schedule.
- b. **Number of Days and Hours** – Statutes 121.006(2)(a) and 121.02(1)(f): Requires school districts to schedule 180 school days annually, less any days during which the State Superintendent determines that school is not held or educational standards are not maintained as a result of a strike by school district employees and requires school districts to annually schedule at least 437 hours of instruction for kindergarten and 1050 hours of instruction for grades one through three. The Governance Council will establish a schedule for its students that accommodates those students' needs that may or may not reflect the exact number of days or hours for students cited in this statute.
- c. **Art, Music, Physical Education Instruction.** Statute 121.02(1)(j): Requires that districts ensure that instruction in elementary and high schools in health, physical education, art and music is provided by qualified teachers. These subject areas, as well as Guidance, are a vital part of the instructional program of the Charter School. They will be amply integrated into the Charter School instructional program, but children may not receive separate instruction in these areas from a teacher certified in the specialized area.

Waiver of Local School Board Policy: The Council will adopt the Board of Education Ends Policies and Executive Limitations. ; The Council may submit to the Superintendent alternate interpretations of the Ends Policies. DCS will establish compliance indicators in alignment with Board of Education requirements and to meet the needs of its unique instructional program. The Council will report to the Board of Education, through the District Superintendent, regarding compliance with Executive Limitations and status on Ends Policies following the same schedule as the regular K-12 program.

Allocation of Federal Funding: Federal funding for which the Charter Program is eligible will be allocated under the direction of the administrator that is responsible for that particular budget. In most cases, that will be either the Director of Curriculum and Instruction or the Director of Student Services. Budgeting will be planned cooperatively with the Charter Governance Council. In all cases, budget allocations will support the missions of the Columbus School District and the Discovery Charter School.

Term and Termination of This Contract. The term of this Contract shall be for a period commencing upon July 1, 2011 and ending on the 30th day of June, 2014. It is the intent of the parties that there be an annual review of overall progress by the charter school with the Columbus School District's Board of Education. This contract may be withdrawn or revoked if inadequate progress is being made toward Board of Education Ends Policies or Executive Limitations or if the continued operation of the Charter School would impose an undue financial burden on the Columbus School District. A one-year probationary period shall precede a revocation of the contract. Changes or modifications in this contract may be made by mutual agreement of both parties.

The contract can be terminated if one of the following circumstances occurs:

Mutual Agreement. Both parties agree in writing to the termination.

Failure to Comply with Executive Limitations. DCS demonstrates continued noncompliance with Board of Education Executive Limitations.

Failure to Accomplish Ends Policies. After the second year of operation, DCS fails to make sufficient progress toward attaining the Ends Policies as defined in this contract.

Undue Financial Burden. Charter School policies and/or practices create an undue financial burden to the Columbus School District.

Violation of Wisconsin Statute 118.40. DCS otherwise violates Wisconsin Statute 118.40 (the Wisconsin Statute authorizing and governing charter schools);

In the event of termination of this contract, written notice by certified or registered mail, return receipt requested, shall be provided and shall list the reason(s) for termination and the effective date of the termination. In the event of termination of this contract, the Board of Education shall recover all funds advanced to DCS under this contract. Material and equipment purchased with Columbus School District and/or federal or other grant funds will remain or become the property of the Columbus

School District in accordance with the State Statute.

IN WITNESS WHEREOF, the parties have caused this Contract to be approved and to be executed between the respective governing bodies by their duly authorized representatives.

BOARD OF EDUCATION OF THE
COLUMBUS SCHOOL DISTRICT

DISCOVERY CHARTER SCHOOL
GOVERNANCE COUNCIL

By: _____
School Board President

By: _____
Charter Council President

Date

Date