

**Shared Key Interests**

1. Advance student learning, achievement, and success by keeping it at the heart and as the filter for our decision making.

2. Utilize research-based curricula that reflects 21st Century themes and applications and are responsive to the needs and potential of all students, preparing them for a global society.

3. Provide real-life, diverse learning opportunities with practical applications in the classroom and beyond.

4. Inform and engage the community in shaping educational strategy and formulating responses to change.

5. Attract, retain, and develop a high quality, diverse, creative, and innovative workforce of leaders.

6. Provide safe, secure, flexible, inviting, and well-maintained environments that nurture student well-being and enhance teaching and learning.

7. Identify, integrate, and expand technology to foster adaptability and maximize learning for all.

8. Foster mutually beneficial partnerships and collaborations that expand learning opportunities and resources.

**Wausau School District**

Board of Education Meeting Agenda

In Compliance with the Wisconsin Open Meeting Law

Public Notice s.19.84 (3)  
Exemptions s.19.85

James Bouché, President  
Karen Vandenberg, Clerk

A meeting of the **AUDIT OF THE BILLS COMMITTEE** will be held in the **Nicholson Board Room, 415 Seymour Street, Wausau, Wisconsin 54403 at 5:00 PM on Monday, May 22, 2023.**

I. Call to Order	
II. Approve the Minutes	2
III. Public and Student Comment	
IV. Red Granite Charter School Contract Approval ( <b>Action Requested</b> )	4
V. Restructuring - Proposal for New Elementary Assignments ( <b>Action Requested</b> )	36
VI. Referendum Construction Update	63
VII. Board Review of Principal Hiring Process	71
VIII. Meal Price Recommendations for 2023-24	74
IX. Recommendation for Preliminary 2023-24 Budget ( <b>Action Requested</b> )	75
X. EL Instructional Teacher - Program Implementation and EL Coordinator ( <b>Action Requested</b> )	
XI. Transfer from Fund 10 to Fund 46 ( <b>Action Request</b> )	
XII. Adjourn	

\*\*\*NOTICE IS HEREBY GIVEN THAT SCHOOL BOARD MEMBERS WHO ARE NOT MEMBERS OF THE AUDIT OF THE BILLS COMMITTEE MAY ATTEND THIS COMMITTEE MEETING AS TO CONSTITUTE A QUORUM OF THE BOARD OF EDUCATION. ANY SUCH BOARD MEMBER ATTENDANCE WILL BE FOR INFORMATION GATHERING, DISCUSSION, AND/OR RELATED PURPOSES AND WILL NOT RESULT IN DIRECT DECISION MAKING BY THE BOARD OF EDUCATION AT THE COMMITTEE MEETING.\*\*\*

Action Item\*

NOTICE POSTED: Friday, May 19, 2023, at 2:45 pm

By: \_\_\_\_\_

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# Minutes of REGULAR MEETING

## The Board of Education Wausau School District

**DRAFT**

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A Education/Operations Committee Meeting of the Board of Education of the Wausau School District was held Monday, April 24, 2023, beginning at 5:30 PM in the Nicholson Board Room, 415 Seymour Street, Wausau, Wisconsin 54403.

Present: James Bouche; Jon Creisher; Pat McKee; Cody Nikolai; Jennifer Paoli; Joanna Reyes; Cory Sillars; Lance Trollop; and Karen Vandenberg.

### I. Call to Order

The meeting was called to order at 5:32 pm.

### II. Approve the Minutes

**Pat McKee moved to approve the minutes of March 27, 2023, seconded by Karen Vandenberg. The motion carried 9-0.**

### III. Public and Student Comment

The following people made brief comments: Mary Thao, Alexandra Klemp-North, Ian Harsh, Jade Painter, and Hannah Hinker.

### IV. Referendum Construction Update

As the referendum-funded facility improvements continue to develop, the construction and budget update was presented.

### V. Legal Expense Summary for 3rd Quarter

Chief Finance and Business Services Officer, Bob Tess presented a summary report presenting all legal counsel expenses incurred during the third quarter of 2022-2023. The report is broken down by law firm and by type of legal advice sought. This is a written report that requires no action.

### VI. 2023-24 Budget Reconciliation Plan (**Action Requested**)

Lance Trollop left the room at the beginning of the discussion.

**Pat McKee moved to recommend to the full Board the approval of the 2023-24 budget reconciliation plan 3.0 as presented, seconded by Joanna Reyes. The motion carried 8-0.**

Karen Vandenberg left the room at 6:49 pm.

Lance Trollop returned to the room at 6:54 pm.

### VII. 2023-24 Teacher Contract Approval

Tabatha Gundrum presented the 2023-24 Teacher Contract that will be officially presented to the Board at the May 8 Regular Meeting.

### VIII. Neola Update (**Action Requested**)

**Karen Vandenberg moved to recommend to the full Board the approval of the changes to the attached policies as presented, seconded by Joanna Reyes. The motion carried 9-0.**

**IX. Managed Print Service Vendor Selection (Action Requested)**

**Pat McKee moved to recommend to the full Board of Education the approval of offering a five-year contract to Marco for District-wide managed print services and for administration to work with legal counsel to execute the final contract, seconded by Joanna Reyes. The motion carried 9-0.**

**X. Adjourn**

**Pat McKee moved to adjourn, seconded by Joanna Reyes. The motion carried at 7:17 pm.**

Respectfully Submitted,

Karen Vandenberg,  
Board Clerk

KV:cp

## CHARTER SCHOOL CONTRACT

between  
Red Granite Charter School Inc.  
and the  
Wausau School District  
2023

THIS CONTRACT is made by and between the Wausau School District and the governing board of the Red Granite Charter School Inc.

**Commented [TOH1]:** The DFI website does not show Red Granite Charter School as an organized nonstock in WI.

The Red Granite Charter School seeks to send into the world confident, curious, and independent thinkers who will lead a life of purpose, contribution, and direction.

"Our highest endeavor must be to develop free human beings who are able, of themselves, to impart purpose and direction to their lives." Rudolf Steiner (1861-1925)

### RECITALS

WHEREAS, the State of Wisconsin allows for the establishment of charter schools pursuant to the provisions of Wis. Stat. §118.40;

WHEREAS, the District is authorized by Wis. Stat. §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 Parties have successfully negotiated this Contract, which, in accordance with Wis. Stat. §118.40(2m), contains all of the provisions specified under Wis. Stat. §118.40(1m)(b)1-15, as well as separate and additional provisions; and

WHEREAS, in negotiating this Contract, the Parties have considered the principles and standards for quality charter schools established by the National Association of Charter School Authorizers.

WHEREAS, the Charter School will be an instrumentality of and located in the Wausau School District for purposes of Wis. Stat. §118.40 (3)(c)(1) and (7)(a)

NOW THEREFORE, in consideration of the terms, covenants, conditions, and obligations set forth in this Contract, the Parties hereby agree to the following:

## ARTICLE ONE: DEFINITIONS

Section 1.1 For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

1. "Administrators" means the administrative team of the Charter School.
2. "Applicable Law" means all federal, state, and local law now or in the future applicable to Wisconsin charter schools, including virtual charter schools.
3. "Charter School" and "School" mean a school to be known as the Red Granite Charter School.
4. "Charter School ~~Administrator~~Principal" means ~~the a licensed administrator~~ Administrator of the Charter School.
5. "Day" shall mean a calendar day. For purposes of determining time periods within this Contract, the following shall apply:
  - a. The first day shall be the day after the event, such as receipt of a notice.
  - b. Each day after the first day shall be counted, except that a Saturday, Sunday, or legal holiday shall not be counted if it would be the final day of the period.
6. "Department" means the Department of Public Instruction of the State of Wisconsin.
7. "District" means the Wausau School District, governed by the Board of Education, as well as any successor to it that may have jurisdiction over or statutory duties with respect to the Charter School.
8. "Governance Board" means the Governance Board of the Red Granite Charter School Inc., as well as any successor to it that may have statutory duties with respect to the Charter School.
9. "Operational Budget" means the report created by the ~~Charter School Administrator~~ Charter School Principal and Governance Board detailing the funding needs for the Charter School including any expected additions to or subtractions from the Charter School fund balance.

**Commented [TOH2]:** I would recommend using more specific regarding how you will operate expenses. I can help once we have more information.

10. "Parties" means the District and Governance Board, through their designated representatives.
11. "District Administrator" means the District Administrator of the Wausau School District or any designee of the District Administrator.
12. "Teacher(s)" means an appropriately licensed teacher(s) for the Charter School.

## ARTICLE TWO: PARTIES, AUTHORITY, AND RESPONSIBILITIES

Section 2.1 On behalf of the Charter School, the Governance Board or ~~the Board's~~ designee, shall exercise all oversight responsibilities as set forth in this Contract. On behalf of the District, the Superintendent, shall exercise all oversight responsibilities of this contract.

Section 2.2 The Governance Board shall be responsible and accountable for implementing the duties and responsibilities associated with the Charter School established under this Contract.

Section 2.3 The Parties agree that the establishment of the Charter School shall have no additional or unique effect on the general liability or obligations of the District other than those obligations specifically undertaken by the District herein.

Section 2.4 The Governance Board shall have the authority to establish additional charter schools upon written approval of the District and pursuant to all Applicable Laws.

Section 2.5 The District shall comply with all Applicable Laws in authorizing the Charter School.

## ARTICLE THREE: TERMS REQUIRED UNDER WIS. STAT. §118.40 (2m)(a)

Section 3.1 The name of the legal entity seeking to establish the Charter School: The Red Granite Charter School Inc. Governance Board.

Section 3.2 The name of the person who will be in charge of the Charter School and the manner in which administrative services will be provided.

- a. The Charter School ~~Administrator~~ Principal will work within the framework of the Red Granite Charter School collaborative leadership structure to supervise and coordinate the daily operation of the Charter School with school staff and will work closely with and report to the Governance Board to ensure the Charter School meets the educational goals set forth in this Contract.

*Collaborative Leadership: School leadership is conducted through shared responsibilities within established leadership structures.*

**Commented [TOH3]:** Again, this is not registered with Department of Financial Institutions. Also, it will not be Red Granite Charter School Inc. Governance Board, it will likely just be Red Granite Charter School Inc.

1. Faculty, staff, administration, and boards of a Public Waldorf school collaborate to guide and lead the school with input from stakeholder groups. To the greatest extent possible, decisions related to the educational program are the responsibility of those faculty and staff with knowledge and experience of Rudolf Steiner's educational insights.
2. Governance and internal administration are implemented in a manner that cultivates active collaboration, supportive relationships, effective leadership, consequential action, and accountability. A Public Waldorf school is committed to studying and deepening its understanding of best practices of governance appropriate to its stage of organizational development.

**Commented [TOH4]:** Do you need to identify those?

-Taken from the Alliance for Public Waldorf Education Core Principles

- b. Administrative services will be provided by the District in the same manner as they are provided to other District schools, including ~~but not limited to~~: purchasing, accounts payable, accounting, bookkeeping, risk management auditing, liability insurance, cash management, payroll, benefits administration, labor relations, staffing, enrollment, pupil services, record-keeping, and pupil testing.

**Commented [TOH5]:** Are you able to define administrative services specifically?

### Section 3.3 A description of the educational program of the Charter School.

- a. The Charter School's mission is to send into the world confident, curious, and independent thinkers who will lead a life of purpose, contribution, and direction. The school will serve pre-kindergarten through 7th-grade students once at full capacity.

**Commented [TOH6]:** Is there a tiered plan for expansion? What grades will be served when it opens?

Waldorf Education: The Red Granite Charter School will use an adapted form of the Waldorf method. The Waldorf method is a tried and true method of education with 94% of students attending college or university post-graduation. It was developed by Rudolf Steiner in 1919 for the children of the employees of the Waldorf-Astoria Cigarette Factory in Austria. Waldorf has been called an education of the hands, heart, and head. Rudolf Steiner observed through his practice that children tend to learn through their hands and heart, meaning that if children can manipulate something or use movements like those used in dance and art and if something affected them emotionally through story, music, and art, the lesson or concept would get implanted in their minds. He also observed that children have an innate attraction to nature. When in natural settings, children were amazed and yearned for explanations of the animals and insects, the seasons and climate, and the vegetation around them. He used these elements as a foundation of learning, adding more conceptual elements as the children's minds advanced. This is one of the innovations of Waldorf: its integrated approach to learning.

In Waldorf schools, teachers loop with their students following them from 1st grade to as high as 8th. This long-term teacher/student relationship extends that level of trust, fostering a deep understanding of a child's individualism, abilities, and needs. Knowing the students allows teachers to deftly adjust their approach and choose their stories, activities, and projects to best meet the needs and interests of their particular class. Some teachers at the Charter School will follow their students from 1st through 8th grade and some teachers will loop 1st through 4th or 5th through 8th. These loops will be determined by staff and administration and will be on a case-by-case basis.

A distinctive element of traditional Waldorf education bases what children are capable of learning on the phases of human development. For example, Rudolf Steiner saw that after the first phase of development (birth to approximately age 7) when children generally lose their baby teeth, children were then able to put more energy into forming concepts and memorizing content. Consequently, Waldorf schools do not teach traditional academics prior to first grade. Then, starting in first grade, they teach academics in a way that allows for a gradual unfolding of the intellect.

Red Granite Charter School will maintain a membership in the Alliance for Public Waldorf Education. The Alliance for Public Waldorf Education's mission is to promote and support the development of high-quality Public Waldorf Education; to strengthen the community of schools guided by the principles of Public Waldorf Education; to increase the visibility of Public Waldorf Education in the greater educational landscape, and to make Public Waldorf Education accessible for all. Red Granite Charter School teachers will be DPI certified with additional training in Waldorf and other non-traditional educational methods.

Students will learn "main lesson" subjects in blocks of 3-6 weeks, going deeply into the particular subject matter in a multi-disciplinary way. For example, in first grade, the blocks may rotate from language arts to mathematics, to nature studies, and back through again. Other time during the days and weeks will be spent on these subjects as well, but the main lesson time will be focused on presenting new content in a holistic way, while other time will be spent on practice. In addition to the main lessons, the students will have music, world language, movement, gardening, and practical arts (such as knitting) throughout the week.

**Core Academic Subjects:** Students in the charter school will learn all of the core academics; it is the approach to that learning that will be fundamentally different. The charter school has a commitment to developing a curriculum that applies to the common core standards.

During Pre-Kindergarten and Kindergarten, faculty provide hands-on activities and experiences that promote students' physical development, sensory-motor skills, social development, and creative play. In 1st through 8th grade, the curriculum emphasizes the development of imaginative

thinking (key to problem-solving and analytic reasoning), while helping students deeply understand and connect to what they learn. Students engage in artistic activities that are directly integrated into the academic curriculum, thus deepening their social and emotional connection to their subject matter.

As stated previously, Waldorf approaches learning with lengthy focused time in which lessons are taught in blocks for up to six-week increments. These lessons are called Main Lesson blocks and are developed by the teacher and shared with the student. Main Lessons are taught through stories that draw children into a world of imagination and learning. For instance, the teacher may teach children about ancient Egypt telling stories of pharaohs and their agricultural discoveries. During these lessons, the children may erect pyramids (learning geometry, building techniques, and teamwork), plant grains (learning gardening, weather patterns, geography, and work ethics), and other practical, life-preparing lessons. Students are not given textbooks; they create their own as they learn.

Seasonal and daily rhythms help provide consistent structure to the Waldorf educational process. The integration of core subjects with arts, painting, music, movement, and practical arts creates the opportunity for children to better understand those subjects and directly relate them to themselves and the world around them. Red Granite Charter School teachers help create an educational environment that optimizes the learning ability of every student regardless of the difficulties a student faces in learning.

- b. The Governance Board shall adhere to the educational program set forth herein and shall promptly notify the District in the event the Governance Board proposes to make a significant change in the educational program. Upon receiving notice, the District shall determine whether to renegotiate this Contract or declare this Contract revoked under Section 8.1. The District reserves the right to consider a significant change in the educational program, without District approval, to be a violation of this Contract subject to termination under Section 8.1.
- c. The District shall agree to allow the Charter School to implement the educational program set forth in this Contract. If the Parties wish to mutually change the educational program of the Charter School, such change may be made by amendment as agreed to by the Parties.

**Section 3.4** The methods the Charter School will use to enable pupils to attain the educational goals under Wis. Stat. §118.01.

In order to attain the educational goals listed in Wis. Stat. §118.01, the Charter School's teachers will recognize that their role is to inspire, mentor, and facilitate the learning process. They are trained to identify the best response to the changing interests and needs of each unique child.

- A. Planning, curriculum, and assessment goals:
- a. The annual block rotation is comprehensive and appropriate to accomplish established curriculum core standards.
    - i. Curriculum planning evidences knowledge of both Waldorf methodology and child development.
    - ii. Ongoing and periodic student assessments are appropriate, recorded, and in evidence. This includes empirical verification of student ability in all core strands of knowledge. These assessments will be conducted by teachers.
    - iii. Lessons are planned with clear objectives, established rhythm, and guiding images.
    - iv. Lessons are planned to meet all learning modalities and temperaments.
    - v. Lessons are inclusive of practical life experiences and enhance the student's sense of wonder at world phenomena.
  - b. Lesson delivery goals:
    - i. Teachers will use inductive reasoning skills in teaching methodology; from part to whole, analysis to synthesis.
    - ii. Lessons are balanced in the realm of academic skill, artistic expression, and kinesthetic engagement.
    - iii. Lessons include aspects of social/emotional learning that relate to student interest and experience.
    - iv. Lessons stimulate student engagement.
    - v. Teachers know the core subject's skill strands and can assess the placement of a child along a continuum of growth in competency.
    - vi. Teachers can adjust student learning outcomes such that students are provided scaffolding for stepping into the next zone of proximal development.
  - c. Classroom management and delivery goals:
    - i. Teachers will aspire to be an authority on what is essentially human when teaching children passing through the middle and later years of childhood.
    - ii. Teachers establish authority, maintain control, and anticipate and respond to problem situations and specific needs as they arise.
    - iii. Teachers utilize the Waldorf lens to maintain a classroom that is fair and consistent.
    - iv. Teachers will provide evidence, strength, striving, and intent in all artistic disciplines: drawing, painting, form drawing, modeling, storytelling, speech, drama, vocal and instrumental music.
  - d. Collaboration:

- i. The Red Granite Charter School teachers will collaborate between the Main Lesson teachers, Specials teachers, the Principal, Leadership Council, and Governance Board
  
- B. In order to attain the educational goals listed in the Wis. Stat. §118.01 the Charter School meet the following measurable goals (means of measurement follow each goal in italic):
  - a. To develop and administer curriculum and teaching practices that will improve student achievement guided by the core principles of Public Waldorf Education. *This is measured twice annually through assessment results, student portfolios, as well as student progress, and end-of-year narrative reports.*
  - b. Continued support for teachers, families, administrators, and community in fostering an understanding of the pedagogy and developmental theory that is the foundation of the school and support improved student achievement. *Fulfilled through professional development, school programs, festivals, and community outreach; measured by attendance.*
  - c. Employing and retaining highly effective teachers with both formal Waldorf teacher training and certification by Wisconsin's Department of Public Instruction so that they can better meet the needs of the students will improve student achievement. *Maintained professional development and continued training in Waldorf and other non-traditional educational methods as well as touring other schools employing these methods; measured by attendance.*
  - d. All teachers maintain a professional learning plan (Educator Effectiveness) which is overseen and supported by the Red Granite Charter School Principal. *Learning plans are reviewed semi-annually by the principal and periodic consultations between teachers and the principal: documentation of meeting notes and amendments to learning plans will be recorded, measured by records and teacher and student evaluations.*
  - e. Faculty use the evaluation system adopted by the District and supported by the Red Granite Charter School. *Measured by the principal semi-annually utilizing the same evaluation system used for all teachers in the district.*
  - f. Clear and transparent ongoing formative and summative assessments of student progress within an articulated framework of Waldorf standards co-aligned to recognize the common core standards at the state and federal level which are all working to improve student achievement. *Maintain verifiable records of student progress: Student Progress Reports (Whole-Child Rubric), End of Year Narrative Report, and Individual Student Portfolio (Main Lesson Book Review). Twice a year language arts and math assessments in addition to the annual state standardized testing and twice yearly Fastbridge Benchmark assessments for grades 5-8.*
  - g. Commitment to developmentally appropriate high academic standards informed by the state student achievement standards that all work to improve student

achievement. *Measured through student assessments: Wisconsin State Test and standardized assessment tools (at least twice annually).*

- h. Ongoing professional development for teachers, Governance Board, and administrators in governing practices, curriculum/discipline, and practices to improve student academic achievement, and working toward a constant renewal of the Principles of Public Waldorf Education. *Measured by attendance, curriculum documents, and minutes during Governance Board Meetings. The school's success in the Principles of Public Waldorf Education will be reviewed annually at the board retreat and annually by the Red Granite Charter School staff.*
- i. A rigorous effort to co-align 21st-century skills within the framework of the school's curriculum that works to increase student achievement. *Measured by Student Portfolios, Main Lesson Rubrics, Student Progress Reports, and End of Year Narrative Reports.*
- j. Academic freedom with curriculum delivery is uniquely designed by the Red Granite Charter School teachers in their ongoing effort of meeting the evolving learning needs of the students. *Measured three times a year by Student Progress Reports, End of Year Narrative Reports, Individual Student Portfolios, and teacher reviews and evaluations.*
- k. An articulated and inclusive approach to school governance that involves teachers, administration, and parents as reflected in the school policies and procedures which are all working to improve student achievement. *Measured by Governance Board makeup and attendance of board meetings by parents and teachers. Annual Governance Board member peer and personal reviews and continued adherence to the Red Granite Charter School By-laws, policies, and procedures.*
- l. A cooperative, non-competitive environment engages the children intellectually, emotionally, socially, and physically to help them improve whole-child achievement skills. *Satisfaction will be measured by student and parent surveys done annually,*

**Section 3.5** The method by which pupil progress in attaining the educational goals under Wis. Stat. §118.01 will be measured.

- a. The Charter School shall administer such standardized tests as may be required under Wis. Stat. §118.30(1m), 118.016, 121.02(1)(r), 20 U.S.C. §1177 et. seq. (also known as the "Every Student Succeeds Act"), and any other Applicable Laws 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.
- b. The Charter School may administer to students any other assessments of learning needed to fulfill its obligations under Wis. Stat. § 118.40.

Red Granite Charter School Student Achievement Goals: Measured by School Developed Standardized language arts, and math assessments twice annually, Student Progress Reports (Whole-Child Rubric), End of Year Narrative Report, and Individual Student Portfolios (Main Lesson Book Review). These reports will be written by the Red Granite Charter School teachers.

- Literacy (also measured by Wisconsin State Tests and other standardized assessment tools)
- Ability to communicate clearly both orally and in writing
- Ability to communicate in more than one language
- Understanding of various cultures
- Understanding of scientific processes and disciplines
- Knowledge of history
- Ability to think creatively, analytically, and logically
- Ability to observe, gather, organize, analyze, and synthesize information
- Understanding of the mathematical process including application (also measured by Wisconsin State Tests and other standardized assessment tools)
- A lifelong learner who has developed competence, self-motivation, confidence, and responsibility

These assessment tools will be utilized by teachers to improve instruction and are tracked to measure progress over time. Teachers have the advantage of being with their students year after year, meaning that they can better understand their student's academic progress and can better meet the needs of their students. Curriculum can be developed around the students and where they are struggling with concept proficiency.

The Red Granite Charter School assessment committee will oversee assessments for the school. This committee is responsible for developing the assessment tools and working with the teachers to develop an annual testing schedule. The committee will develop spring and fall language arts and math assessments that include all testing materials and a tracking system. These assessment tools align with the curriculum grade standards and demonstrate students' knowledge. Each fall and spring teachers meet individually with each of their students to administer the assessments; during this time substitute teachers are in the classroom.

**Section 3.6** The governance structure of the Charter School, including the method to be followed by the school to ensure parental involvement.

- a. The Charter School is directed by an independent Governance Board that has been organized as a Wisconsin nonstock corporation. The number of Directors and Director's terms shall be set forth in the Governance Board bylaws. The Board may include but is not limited to, parent(s) or guardian(s) of students, and community member(s). No members of the Governance Board shall be employees or officers of the District.

b. The Governance Board meets on a regularly scheduled basis in accordance with its bylaws and will comply with the Wisconsin Open Meetings Law. The Governance Board also makes reports to the District Board of Education as may reasonably be requested.

**Commented [TOH7]:** Note - the bylaws allow for meetings to be held electronically. If that means virtual, that's ok. But email consent is not allowed under the open meetings law.

~~e. The Governance Board shall have autonomy and decision-making authority over:~~

- ~~1. Budget expenditures, grant funds, and funds donated specifically to the Charter School or generated through sales of Charter School equipment;~~
- ~~2. Calendar and daily schedule;~~
- ~~3. Curriculum, instruction, and student progress;~~
- ~~4. Policies and procedures specifically unique to the daily operations of the Charter School that are not addressed in existing District policies;~~
- ~~5. Facilities utilized by the Charter School;~~
- ~~6. Marketing, registration, enrollment processing, and community communication;~~
- ~~7. Charter school operations and procedures;~~
- ~~8. Vision, mission, goals, and strategic plans;~~
- ~~9. Professional development~~
- ~~10. Developing and approving all job descriptions, recruiting plans, selection, and evaluation processes for all Charter School faculty and staff. The District will not have any rights to assign staff, teachers, or administration from other schools to open positions within the Charter School;~~
- ~~11. Teacher Preparation: Red Granite Charter School will require class teachers to participate in training to work towards their full Waldorf teacher certification or equivalent recognized by the Alliance for Public Waldorf Education; and~~
- ~~12. Charter School site selection, acquisition, or lease agreements in cooperation with the Wausau School District Administrator.~~

**Commented [TOH8]:** This authority is outside the authority granted by statute.

~~cd. In addition to subsection 3.6 (c), the~~The Governance Board shall have the powers necessary to carry out the terms of this Contract including:

1. To receive and disburse funds for school purposes;
2. To secure appropriate insurance;
3. To enter into contracts, including contracts with a University of Wisconsin institution or college campus, technical college district board, or private college or university, for technical or financial assistance, academic support, curriculum review, or other services;
4. To incur debt in reasonable anticipation of the receipt of funds;
5. To pledge, assign, or encumber its assets to be used as collateral for loans or extensions of credit;
6. To solicit and accept gifts or grants for school purposes;
7. To acquire real property for its use;

8. To sue and be sued in its own name:

~~9. The application for 501c3 status;~~

~~10. Approving fundraising activities;~~

~~11. Garnering public funds; and~~

~~12. Fiscal decisions and management of all monies entrusted to the Corporation.~~

~~de.~~ In exercising the authority under Section 3.6(c) ~~and (d)~~, the Governance Board shall adhere to all Applicable Laws.

~~ef.~~ The Articles of Incorporation (“Articles”) and Bylaws (“Bylaws”) for the Governance Board are attached hereto for reference purposes only as Exhibits B and C. The Governance Board may make changes to its Articles and Bylaws as needed without District approval provided any amendments thereto comply with the terms of this Contract and applicable state and federal law.

~~f.~~ At all times during the term of this Contract, the Charter School shall remain in good standing and not be delinquent, with the State of Wisconsin, Department of Financial Institutions or its equivalent, and any applicable taxing authorities.

**Commented [Ma9]:** Is the Governance Board a 501(c)3?

**Section 3.7** Subject to Wis. Stat. § 118.40(7)(a), 118.19(1), and 121.02(1)(a)2, the qualifications that must be met by the individuals to be employed in the Charter School.

- a. The Charter School shall be an instrumentality of the District and all Administrators, Teachers, and staff shall be employees of the District.
- b. ~~All Administrators~~The Principal, Teachers, and staff at the Charter School will be appropriately licensed by the Department pursuant to Wis. Stat. §118.19.:
- c. The Governance Board will propose to the District ~~The~~ the number of ~~Administrators~~Principals, Teachers, and other staff ~~hired by the~~needed to operate the Charter School. ~~will be determined by the Governance Board and approved by the District.~~The Governance Board and District will work together in good faith to meet the staffing needs of the Charter School but the District shall have final approval of staffing. Recommendations for the renewal of administrative and teaching contracts will follow the required statutory timeline and the District shall have final approval of all recommendations.
- d. All ~~Administrators~~Principals, Teachers, and other staff will be employees of the District. The District and the Governance Board will collaborate in the hiring process of ~~Administrators~~Principals, Teachers, and other staff. The Governance Board will conduct the interview process and recommend candidates for final approval by the District. All employees of the Charter School must be approved by the District and the Governance Board. Transfers to the Charter School from other District schools will be mutually agreed upon by both Parties.

**Commented [TOH10]:** If you want to make this more District favorable, we can do that.

- e. The Charter School ~~Administrator-Principal~~ will evaluate the performance of Teachers and other staff as required by District policy and will report the evaluations to the Governance Board. ~~The Principal will be evaluated by the District Administrator.~~ The Governance Board will make recommendations regarding the renewal and nonrenewal of ~~Administrator-Principal~~ and Teacher contracts to the District Board of Education in accordance with applicable statutory timelines. In addition, the Governance Board will make recommendations regarding the employment of all other non-contracted staff. The District Board of Education will have final approval over all renewal and nonrenewal decisions as well as the continued employment of non-contracted staff.

**Commented [TOH11]:** The Principal needs to be a licensed administrator who can evaluate.

**Section 3.8** The procedures that the Charter School will follow to ensure the health and safety of the pupils.

The Charter School shall comply with all District policies and Applicable Laws concerning health and safety, including the District's safety plan pursuant to Wis. Stats. §118.07. In addition, the Charter School shall at all times establish and maintain policies and processes for ensuring the physical, social, and emotional health of the pupils enrolled in programs operated by the Charter School including safety policies, policies regarding mandatory reporting under Wis. Stat. §48.981 and policies regarding drilling on evacuation in the event of a fire, tornado, armed intruder, or other hazards as applicable to the Charter School.

**Section 3.9** The means by which the Charter School will achieve a racial and ethnic balance among its pupils that is reflective of the District's school-age population.

The Charter School is a public school and shall not discriminate in admission or participation in any program or activity on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability. Information on the Charter School will be distributed through newspaper articles, mailings, brochures, social media, parent-teacher conferences, and websites with the goal of achieving a racial and ethnic balance among pupils that is reflective of the District's school-age population. If necessary, the Charter School will target its marketing efforts to areas that may be underrepresented or at risk in the pupil population.

**Section 3.10** The requirements for admission to the Charter School and admissions lottery.

- a. The Charter School is open to all students in grades PK-8th who (i) reside in the District; or (ii) are enrolled in the District pursuant to Wis. Stat. §§ 118.51, 118.52, or 118.53.
- b. In the event enrollment limits are ~~changed~~needed, the Governance Board will set enrollment limits for the following school year by December 1 and submit them to the District by January 1 for District approval. If the number of enrollment applications

exceeds the enrollment limits, the Charter School will select students on a random lottery basis.

- c. The Charter School will give preference in the lottery process to the students listed below, in the order listed.
  - 1. Students and siblings of students who are already attending the Charter School.
  - 2. Children of the Charter School's founders, governing board members, and full-time employees but the total number of such children given preference will constitute no more than 10 percent of the Charter School's total enrollment.
- d. Open-enrolled applicants who meet the eligibility requirements and select the Charter School as a preferred choice will be placed in the Charter School if space is available in the student's grade and special education program (if applicable), and if the Charter School has the special education and related services required in an applicant's individualized education program.e. The District may include in its lottery all nonresident applicants who seek enrollment in the Charter School. An open-enrolled applicant's admission to the Charter School will be contingent on the student's enrollment in the District. If an open enrollment applicant who has selected the Charter School as a preferred choice is a student with a disability under the Individuals with Disabilities Educational Act, placement will be determined by the IEP team in accordance with federal law.
- e. A waiting list will be maintained for students who are not selected in the random lottery.
- f. ~~The District may include in its lottery all nonresident applicants who seek enrollment in the Charter School. An open-enrolled applicant's admission to the Charter School will be contingent on the student's enrollment in the District.~~

**Section 3.11** The manner in which annual audits of the financial and programmatic operations of the Charter School will be performed.

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

**Section 3.12** The procedures for disciplining pupils.

Every student has a right to an education. When a student becomes a major disruption to the learning environment and keeps others from learning, corrective actions must be taken. Every

effort will be made to counsel students and assist them with problems, with the majority of the discipline problems handled by Red Granite Charter School staff and administration. However, the student who shows a continued disregard for school rules, regulations, and the rights of other students, will be subject to suspension, or expulsion ~~—pursuant to Wis. Stat. § 120.13.(e), as determined by the Red Granite Charter School Principal and/or District Administrator.~~

**Section 3.13** The public school alternatives for pupils who reside in the District and do not wish to attend or are not admitted to the Charter School.

Attendance in the Charter School is voluntary. Any pupil who is a resident of the District and does not choose to enroll in and attend the Charter School may attend another school operated by the District.

**Section 3.14** A description of the school facilities and the types and limits of the liability insurance that the school will carry.

a. The Charter School will have a main office from which it directs all operations.

**Commented [TOH12]:** In the District?

b. The District shall provide insurance for all operations and personnel involved in the operations and governance of the Charter School, including without limitation, commercial general liability, umbrella, ~~school leader's error and omission/educators' legal liability~~, fidelity bond/crime, fire, and extended coverage and property damage for those acts reasonably related to the operations of the Charter School. To this end, the Charter School shall be named as an additional insured on all District insurance policies.

**Commented [TOH13]:** I assume this would not be the case if the charter school buys it's own facility?

c. The Charter School Governance Board shall maintain school leader's error and omission/educators' legal liability policy and shall name the District as an additional insured on all separate policies of insurance obtained by the Charter School.

~~d. The Parties shall defend, indemnify and hold harmless the other, its Board of Directors, agents, officers, and employees ("indemnitee") from any and all claims, demands, actions, causes of action, damages, and claims of any kind, including but not limited to those for bodily injuries, personal injuries, or damages and reasonable attorney fees, arising out of or in any way related to or associated with this Contract or the operation of the Charter School or its programs, that is or may be brought or maintained by any individual or entity against the indemnitee, except those caused solely by the willful acts of the indemnitee. This indemnification shall not be reduced in any way by the existence or nonexistence, limitation, amount, or type of damages, compensation, or benefits payable under worker's compensation laws or other insurance provisions. Under no circumstances is a Party's recovery limited due to the fact that the Party is named as an additional insured under any~~

**Commented [TOH14]:** If the charter is covered by the District's insurer than this is not necessary.

~~of the other Party's insurance policies. Further, this indemnification in no way alters the immunities granted to either Party by Wisconsin law, including § 893.80, Wis. Stat.~~

**Section 3.15** The effect of the establishment of the Charter School on the liability of the District.

~~The Parties agree that the establishment of the Charter School shall not create any general liability or obligations of the District other than those obligations specifically undertaken by the District in this Contract and such liability will be further limited by the remedies identified herein.~~

Nothing contained in this Contract shall make, or be deemed to make, the District and the Charter School partners, ventures, principals, agents, or representatives of one another, except only as may expressly be provided in this Contract. Neither the District nor the Charter School shall have any authority to bind or obligate any other Party except only as may expressly be provided in this Contract.

#### **ARTICLE FOUR: EXEMPTIONS FROM REQUIREMENTS**

**Section 4.1** The Charter School will take all allowable exemptions provided by Applicable State Law in order to maximize flexibility in the Charter School Program. This includes, but is not limited to, length of the school day, number of days and hours, schools closed, school board duties, library and media services, number of clock hours for instruction, the commencement of school term, age of pupils phase-in of 4-year-old kindergarten, and **attendance**.

**Commented [TOH15]:** I would consider requiring the charter school to identify the exemptions they plan to take at least with regard to instructional hours, days, etc.

**Section 4.2** ~~Unless stated herein, T~~the Charter School will abide by all District policies. The Charter School may add exempt policies throughout the life of the contract ~~by with a written agreement written amendment to this Contract agreed to bybetween~~ the Charter School and the District. ~~When separate policies are required, T~~the Governance Board will adopt policies for the Charter School consistent with state and federal law.

#### **ARTICLE FIVE: OTHER TERMS COVENANTS AND CONDITIONS**

**Section 5.1** Students will be held accountable for their actions and behavior while participating in the Charter School's learning activities, and to the extent applicable, on field trips and when visiting the school buildings and neutral sites, and are expected to comply with the code of conduct and applicable Charter School policies. Teachers, other staff, and students will be subject to policies established by the Charter School for maintaining decorum in the classroom and on-site in order to provide an appropriate educational and safe environment for all staff and students.

**Section 5.2** The Charter School shall be nonsectarian in its programs, admissions policies, employment practices, curricular materials, and operations.

**Section 5.3** Except as provided in Wis. Stat. § 121.83(4), the Charter School shall not charge tuition.

**Section 5.4** Special education and related services.

a. Special education and related services will be provided by the District to its resident and open-enrolled students pursuant to the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act (Section 504). The District shall serve children with disabilities in the Charter School in the same manner as they serve children with disabilities attending other district schools and shall provide funds under this subchapter to the Charter School on the same basis as they provide funds under this subchapter to other district schools, including proportional distribution based on enrollment of children with disabilities, and at the same time as it distributes other federal funds to the district's other schools.

Commented [TOH16]: What if the school moves off site?

b. The District shall be considered the Local Educational Agency for all students enrolled in the Charter School who are residents of the District or open enrolled in the District pursuant to § 118.51, Wis. Stats., and who qualify for an individualized education program under IDEA.

d. Charter School ~~Administrators~~Principals, Teachers, and staff shall participate in staff development opportunities provided by the District pertaining to IDEA, Section 504, and the Americans with Disabilities Act.

**Section 5.5** The Parties shall comply with Applicable Law, which may change and include, but is not limited to:

1. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d 2000d 7;
2. Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq.;
3. Age Discrimination Act of 1985, 42 U.S.C. §6101 et seq.;
4. Sec. 504 of the Rehabilitation Act of 1974, 29 U.S.C. §794, and the Americans with Disabilities Act, 42 U.S.C. ss. 12101 12213.
5. Individuals with Disabilities Education Act, 20 U.S.C. §1400 1485 et seq.
6. 20 U.S.C. s. 1232(g) of the General Education Provisions Act, 20 U.S.C. §1221 1234i;
7. Drug-Free Workplace Act, 41 U.S.C. 701 et seq.;
8. Asbestos Hazard Emergency Response Act, 15 U.S.C. §2641 2655; and
9. Every Student Succeeds Act of 2015, and it's implementing regulations, 20 U.S.C. §1177 et. seq.

If Applicable Law requires a Party to take certain actions or establish requirements with respect to the Charter School, the other Party shall cooperate with those actions and comply with those requirements.

**Section 5.6** In the event the Charter School seeks to sell or otherwise dispose of property purchased with monies from the allocation of funding set forth in Section 5.10, the Charter School

shall first provide notice to the District of its intent to dispose of the property. Upon receiving notice, the District shall have the right of first refusal to purchase such property at fair market value. In the event the District does not exercise this right within thirty (30) days after receipt of the notice, the Charter School may sell or otherwise dispose of such property in accordance with all Applicable Laws. In no event shall the Charter School donate property to any organization or governmental body other than the District. In the event the Charter School seeks to sell or otherwise dispose of property purchased with monies raised by the Governance Board, the Charter School shall not be required to provide notice to the District and may sell or otherwise dispose of such equipment in accordance with all Applicable Laws.

**Section 5.7** All Charter School employees (including Teachers and other staff) and volunteers, shall be subject to a background screening as deemed appropriate by the District consistent with Applicable Law. The Charter School shall not assign any employee or volunteer, to teach or otherwise have access to students until the District or its designee investigates and determines there is nothing in the disclosed background of the employee or volunteer that would render the employee or volunteer unfit to teach or otherwise have access to pupils of the Charter School including, but not limited to, a conviction of a criminal offense or pending charges which substantially relate to the duties and responsibilities assigned to the employee, including volunteers.

**Section 5.8** In return for state aid generated by the Charter School, the District agrees to provide an annual allocation per student for students enrolled in the Charter School as of the Third Friday of September equal to a minimum of 100% of the revenue received per student for the current year. The District will allocate 100% of federal funding for which the charter school is eligible.

**Section 5.9** Not less than 45 days after the close of the open-enrollment period for the upcoming year of each year during the term of this Contract, the Charter School ~~Administrator-Principal~~ and the Governance Board shall develop and submit to the District an Operational Budget for the Charter School based upon projected enrollment. ~~Upon approval by the District, operational funds shall be available to the Charter School by the dates set forth in Section 5 of the 66.0301 Agreement.~~ In addition, the District shall comply with all federal funding requirements in allocating federal funds to the Charter School.

**Section 5.10** In the event the Charter School incurs additional costs due to increased enrollment or unforeseen operational expenses or capital expenditures after submission of the Operational Budget, the Charter School shall provide written notice to the District and submit to the District a revised Operational Budget. Upon receipt, the Parties shall convene a committee made up of the District Administrator, Charter School ~~Administrator~~Principal, District Director of Finance, and Governance Board representative to review the revised Operational Budget and to negotiate in good faith regarding the request for additional funds. In no event shall the amount of additional

**Commented [TOH17]:** I would advise a lower amount to cover for administrative costs. First, I'd determine an operational budget, what administrative services will be provided to the school and whether those are taken out of the budget, etc.

funds provided to the Charter School affect the following year's allocation of revenue as set forth in section 5.8. Any unused operational funds allocated pursuant to this provision shall be put into a fund-held balance for Red Granite Charter School to utilize in subsequent years.

**Section 5.11** The Charter School shall be eligible to receive remedial services, information technology services, student support services, and testing/assessment services available to other schools in the District, in a manner consistent with the distribution of such resources to other programs in the District.

**Commented [TOH18]:** Do these differ from administrative services? How?

**Section 5.12** The Charter School may assess student fees in accordance with Applicable Law for activities such as field trips and extracurricular activities according to policies developed by the Governance Board. The Charter School may not prohibit an enrolled student from attending the Charter School, expel or otherwise discipline such student, or withhold or reduce the student's grades, diploma, or transcripts because of unpaid fees permissibly charged under this Section.

**Section 5.13** Charter School students residing within the District will be provided transportation according to current transportation routes and in accordance with the District's regular hours of operation. Additional transportation needs ~~will be negotiated with the District, such as picking up students from other districts at the District border and transportation for school outings and field trips must be negotiated with the District~~. The Charter School will follow the District's procedures for provisions of transportation.

**Section 5.14** Students in the Charter School will participate in a School Lunch program as organized by the District Food Service Director. Further, Charter School students will be eligible for free and reduced lunch according to the same federal guidelines and in the same manner as all other District students.

**Section 5.15** Where applicable, the Charter School shall permit any designee(s) of the District Administrator to visit or inspect any Charter School facilities at any time during the term of this Contract, provided that such inspection shall not interfere with the orderly and efficient operation of the Charter School.

**Section 5.16** Subject to Applicable Law, all Charter School records, including student records, will be maintained and retained in compliance with District policy. The Governance Board shall grant any designee(s) of the District Administrator upon reasonable notice the right to inspect and copy at cost any and all Charter School records and documents including, but not limited to, student records, at any time within normal business hours during the term of this Contract. Such inspection shall not interfere with the orderly and efficient operation of the Charter School or otherwise unduly burden the Charter School staff and shall comply with all Applicable Laws regarding student records.

**Commented [TOH19]:** You'll want to ensure that the District and charter school are on the same page with student records.

**Section 5.17** The Charter School shall comply with District procedures for the preparation and submission of grant applications and submit to the District copies of any grant applications made on behalf of the Charter School at the time the application is submitted to the funding authority.

**Section 5.18** To the extent applicable, members of the Governance Board directly involved in the implementation of the terms and conditions of this Contract shall be subject to the code of ethics in Wis. Stat. §19.41 et. seq.

**Section 5.19** The Charter School shall provide to the District the data needed by the District for purposes of making the report to the state superintendent and the legislature required under Wis. Stat., §118.40 (3m) (f).

#### **ARTICLE SIX: JOINT RESPONSIBILITIES OF THE PARTIES**

##### **Section 6.1** Performance Evaluations:

a. The District shall review the academic and financial performance of the Charter School annually. The measures used to evaluate the Charter School shall be consistent with all applicable measures used to evaluate the performance of all District schools. ~~The Charter School Administrator-Charter School Principal~~ and District Administrator will collaborate to develop the Charter School reporting procedure and the timeline for reporting to the District and shall determine the information needed from the Charter School to complete the evaluation. To facilitate the evaluation process, the Charter School will provide to the District by October 1 of each year of the Contract, strategic financial, operational, and academic goals. As part of the District's evaluation process, the Charter School's performance will be reviewed in light of these goals.

b. At the end of each school year during the term of this Contract, ~~the Charter School shall provide to the District the following information:~~

- ~~a. Demographic data of the school~~
- ~~b. Results of State Testing~~
- ~~c. Results of Annual School Report Card~~
- ~~d. Results of student growth (mutually agreed upon measurement tool)~~
- ~~e. Results/goal progress on Continuous Improvement Plan~~
- ~~f. School Scorecard~~
- ~~g. Results of Staff and Parent Engagement Survey~~

‡The Charter School shall provide to the District a report stating whether the Charter School met the standards set forth in the Department's accountability system ~~(or any successor state standards)~~. If the Charter School did not meet the standards, the report shall include a detailed plan for implementing all corrective requirements necessary for doing so.

c. In considering the renewal of this Contract, the District shall give priority consideration to the Charter School's performance in the state's accountability system and student achievement.

d. Nothing in this section affects the authority of the District to terminate the Contract as set forth in Article Eight of this Contract.

## **ARTICLE SEVEN: NOTICES, REPORTS, AND INSPECTIONS**

### **Section 7.1** Notices.

a. **Agendas and Meetings.** The Charter School shall provide the District agendas and advance notice of all meetings of the Governance Board and its committees. Meetings of the Governance Board and its committees shall be governed by Consensus, Newly Revised, and shall comply with Wisconsin Open Meetings Law for public entities, Wis. Stat. § 19.81, et seq.

b. **Governmental Agencies.** The Charter School shall promptly notify the District when the Charter School receives any correspondence from the Department or the United States Department of Education, or other governmental agency that requires a formal response, except that no notice shall be required of any routine, regular, or periodic mailings.

c. **Legal Actions.** The Charter School shall promptly report to the District any material litigation, threatened or filed, or formal court proceedings alleging violation of any Applicable Law with respect to the Charter School, its employees, or its students.

### **Section 7.2** Certain Reports.

The Governance Board shall provide such information and non-periodic reports as the District shall reasonably deem necessary to confirm compliance by the Charter School with the terms and conditions of this Contract.

**ARTICLE EIGHT: REVOCATION OF CONTRACT BY THE DISTRICT**

**Section 8.1** Events of Default ~~by Charter School~~. The District under procedures in Section 8.2 may terminate this Contract if the District finds that any of the following Events of Default have occurred:

a. The pupils enrolled in the Charter School have failed to make sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01, have failed to achieve standards as determined by the Department for 3 consecutive years, or have failed to make progress as set forth in Section 6.2(c) of this Contract for 3 consecutive years;

b. The School has failed to comply with generally accepted accounting standards of fiscal management with respect to the Charter School;

~~c. The Governance Board's current liabilities exceed current assets, or the Governance Board is insolvent (i.e. total liabilities exceed total assets), has been adjudged bankrupt, or has received a qualified audit opinion regarding its inability to continue as a going concern;~~

~~ed. The School Governance Board's directors, officers, employees or ~~employees or~~ agents or Charter School Principal, Teachers or staff, provided the District with false or intentionally misleading information or documentation ~~in with respect to~~ the performance of this Contract;~~

~~ed.~~ The Charter School has failed to comply with Applicable Laws;

~~fe.~~ The Charter School has violated Wis. Stat. § 118.40;

~~g. The Charter School has insufficient enrollment as determined by the District;~~

f. The Governance Board violates any of the terms, conditions, promises, or representations contained in or incorporated into this Contract; or

g. The Charter School is financially unsustainable as determined by an audit conducted in compliance with generally accepted accounting standards of fiscal management.

~~h. The District determines it is no longer able to meet its financial obligations to support the Charter School.~~

**Section 8.2** Procedures for the District's Revocation:

If the District determines that any of the Events of Default has occurred the District shall provide notice to the Governance Board of the pertinent occurrence and shall provide the Governance Board opportunities to cure, which may include increased oversight by the District and additional reporting by the Governance Board, participation in mandatory trainings, and development of corrective action plans. The notice shall specify a reasonable time to cure the Event of Default to the reasonable satisfaction of the District, but in no instance shall this be less than 60 days.

**Commented [Ma20]:** Determine appropriate number

(1) If the Charter School fails to cure the specified Event(s) of Default by the prescribed deadline to the reasonable satisfaction of the District, the District may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.

(2) If the District terminates this Contract, termination shall become effective at the end of the current school year unless determined otherwise by the Parties. If the District terminates the Contract between school years, termination shall become effective immediately.

~~a. Emergency Termination or Suspension Pending Investigation. When Risk of Student Health or Safety. If the District Board of Education and/or the District Administrator or designee determines that any of the Events of Default set forth in Section 8.1 has occurred and that thereby the health or safety of the Charter School's students is immediately put at risk, the District shall provide the Charter School written notice of such Event(s) of Default and, upon delivering such notice, may either terminate this Contract immediately or may exercise superintending control of the Charter School pending investigation of the pertinent charge.~~

~~1. If the District elects to exercise superintending control pending investigation of the pertinent charge, the District shall give the Charter School written notice of the investigation, shall commence such investigation immediately, shall permit the Charter School to address the pertinent charge, and shall thereafter complete its investigation as quickly and as reasonably practicable.~~

~~2. Upon completing its investigation, the District shall promptly deliver to the School in writing either a notice of immediate termination on the basis set forth in Section 8.2(a), or a notice of an Event of Default and an opportunity to cure pursuant to Section 8.2(c), or a notice rejecting the pertinent charge and reinstating control of the Charter School to the Governance Board.~~

~~b. Emergency Termination or Suspension Pending Investigation When Risk of Financial Peril. If the District Board of Education determines that any of the Events of Default set forth in Section 8.1 has occurred and that thereby the District is immediately at risk for financial peril, the District shall provide the Charter School written notice of such Event(s) of Default and, upon delivering such notice, may either terminate this Contract immediately or may~~

~~exercise superintending control of the Charter School pending investigation of the pertinent charge.~~

~~1. If the District elects to exercise superintending control pending investigation of the pertinent charge, the District shall give the Charter School written notice of the investigation, shall commence such investigation immediately, shall permit the Charter School to address the pertinent charge, and shall thereafter complete its investigation as quickly and as reasonably practicable.~~

~~2. Upon completing its investigation, the District shall promptly deliver to the School in writing either a notice of immediate termination on the basis set forth in Section 8.2(a), or a notice of an Event of Default and an opportunity to cure pursuant to Section 8.2(c), or a notice rejecting the pertinent charge and reinstating control of the Charter School to the Governance Board.~~

~~c. Non-Emergency Revocation and Opportunity to Cure. If the District Board of Education and/or District Administrator or designee determines that any of the Events of Default has occurred, but that such occurrence does not thereby immediately put at risk the health or safety of the Charter School's students, the District shall advise the School in writing of the pertinent occurrence and shall specify a reasonable period of time (though in no instance less than 30 days) within which the Charter School shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the District Administrator.~~

~~1. If the Charter School does not so cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the District Board of Education, the District may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.~~

~~2. If the District terminates this Contract, termination shall become effective at the end of the current academic semester unless determined otherwise by the District.~~

~~d. Upon notification of termination and nonrenewal of this Contract and dissolution of the Charter School, the Governance Board shall designate an independent trustee who will be responsible for satisfying all outstanding financial liabilities of the Charter School and properly distributing the School's assets in compliance with the law and this Contract. The trustee shall return any unspent federal or state grant money or funds to the Department. The trustee shall dispose of all property purchased with state or federal funds as required by state or federal law.~~

### Section 8.3 General Termination or Nonrenewal Procedures.

~~(1) Final Accounting.~~

Upon termination or nonrenewal of this Contract, the Governance Board shall assist the District in conducting a final accounting of the Charter School by making available to the District all books and records that have been reviewed in preparing the Governance Board's annual audits and statements under Section 3.1(11) of this Contract. The Governance Board shall also submit a final audited financial statement of the Charter School's operation, including auditor's management letters and any exceptions noted by the auditors, which must be received by the District within 120 days after the end of the Governance Board's final school year.

(2) Records Retention.

Upon termination and nonrenewal of this Contract, the Governance Board shall designate a records custodian who will be responsible for maintaining its records in accordance with the law and this Contract. Following the expiration of any statutory retention period and the contractual retention requirements as described below, whichever is longer, the records custodian will arrange for the destruction of records in a manner that ensures their confidentiality.

(a) Administrative and Personnel Records.

Upon termination and nonrenewal of this Contract, the records custodian will maintain a copy of the School's administrative records, including personnel records, and will provide copies of such records to third parties as required by law or otherwise appropriately requested for a period of not less than six (6) years.

(b) Student Records.

Upon termination and nonrenewal of this Contract, the Governance Board shall provide the District and the Department with a list of pupil names and their contact information, along with the name of the school to which each pupil is transferring, if known. The records custodian shall transfer a copy of the pupil records, as defined in Wis. Stat. § 118.125, to the school to which each pupil is transferring. The records custodian shall also maintain a copy of pupil records in accordance with Wis. Stat. § 118.125(3). All records not transferred shall be kept in accordance with state and federal laws.

(3) Financial Obligations/Asset Distribution.

All Charter school monies and property, including equipment, shall be returned to the District upon termination.

**ARTICLE NINE: TERMINATION BY THE GOVERNANCE BOARD**

Section 9.1 Grounds for Termination by the Governance Board.

This Contract may be terminated by the Governance Board under procedures in Section 9.2 if:

- (1) The District defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract; or
- (2) The Governance Board has lost its right to exercise authority granted under this Contract and/or under Wisconsin law.

Section 9.2 Procedure for Governance Board Termination.

The Governance Board may terminate this Contract according to the following procedures:

(1) Notice.

If the Governance Board determines that any of the Events of Termination set forth in Section 9.1 has occurred, the Governance Board shall notify the District of the pertinent Event(s) of Termination. The notice shall be in writing, shall set forth in sufficient detail the grounds for termination, and shall specify the proposed effective date of termination (which date shall, to the extent reasonably practicable, be the end of the next academic semester scheduled for the Charter School).

(2) Discretionary Termination.

- a. Within thirty (30) days after the District receives the Governance Board's notice, the District shall deliver to the Governance Board a notice of termination or a notice of intent to cure the Events of Default.
- b. If a notice as set forth in a., above, is not delivered to the Governance Board in writing within thirty (30) days after the District receives the Governance Board's notice, the Governance Board may terminate the Contract.
- c. If the District gives notice of its intent to cure the Events of Default, the Governance Board shall advise the District in writing of the pertinent occurrence and shall specify a reasonable period of time (though in no instance less than 90 days) within which the District shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Governance Board.
- d. If the District does not cure or otherwise remedy the Event of Default to the reasonable satisfaction of the Governance Board, the Governance Board may terminate this Contract by written notice delivered within ten (10) days after expiration of the specified period.
- e. If the Governance Board terminates this Contract, termination shall become effective at the end of the current school year unless otherwise determined by the Parties.

f. Upon termination of this Contract, the Governance Board shall assist the District in conducting a final accounting of the Charter School by making available to the District all books and records that have been reviewed in preparing the Charter School's annual audits and statements under this Contract.

g. All Charter school monies and property, including equipment, shall be returned to the District upon termination.

**Section 9.1**—~~Events of Default by District. The Governance Board under procedures in Section 9.2 may terminate this Contract if it finds that any of the following Events of Default have occurred:~~

~~a. The Governance Board has lost its right to exercise the authority granted under this Contract and/or under Wisconsin law.~~

~~b. The number of students in the Charter School drops below the number determined by the Governance Board needed to maintain the financial viability of the Charter School.~~

~~c. The District defaults in any of the terms, conditions, promises, or representations contained in or incorporated into this Contract.~~

~~d. The District has violated Wis. Stat. § 118.40 or other Applicable Laws.~~

~~e. The District has failed to comply with generally accepted accounting standards of fiscal management with respect to the Charter School.~~

~~f. District employees or agents provided the Charter School with false or intentionally misleading information or documentation in the performance of this Contract.~~

~~g. The District requires the Charter School to implement a significant change in the educational program set forth in Section 3.3.~~

**Section 9.2**—~~Procedures for Governance Board Termination of Contract:~~

~~a. If the Governance Board determines that any of the Events of Default set forth in Section 9.1 has occurred, the Governance Board shall notify the District Board of Education and/or District Administrator or designee of the pertinent Event(s) of Default. The notice shall be in writing and shall set forth in sufficient detail the grounds for termination.~~

~~b. Discretionary Termination.~~

~~1. Upon receipt of notice of the Events of Default, the District Board of Education and/or District Administrator or designee may conduct a preliminary review of the alleged basis for termination to ensure that such bases are bona fide and to determine whether the Events of Default may be cured. Such review shall be completed~~

~~promptly. Within thirty (30) days after the District Board of Education or District Administrator receives the Governance Board's notice, the District Board of Education or District Administrator shall deliver to the Governance Board a notice either approving the Governance Board's requested termination or denying the same on the grounds that the District intends to cure the Events of Default.~~

- ~~2. If a notice approving or denying the requested termination is not delivered to the Governance Board in writing within thirty (30) days after the District Board of Education or District Administrator receives the notice, the Governance Board's notice shall be deemed an approved basis for termination.~~
- ~~3. If the District gives notice of its intent to cure the Events of Default, the Governance Board shall advise the District in writing of the pertinent occurrence and shall specify a reasonable period of time (though in no instance less than 30 days) within which the District shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Governance Board.~~
- ~~4. If the District does not so cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Governance Board, the Governance Board may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.~~
- ~~5. If the Governance Board terminates this Contract, termination shall become effective at the end of the current academic semester.~~

~~c. Termination, Nonrenewal, and Closure Procedures~~

- ~~1. Upon termination of the Contract, the Governance Board shall assist the District in conducting a final accounting of the Charter School by making available to the District all books and records that have been reviewed in preparing the Charter School's annual audits and statements under this Contract.~~
- ~~2. Upon termination and nonrenewal of this Contract, the Governance Board shall designate a records custodian who will be responsible for maintaining its records in accordance with the law and this Contract. Following the expiration of any statutory retention period, the records custodian will arrange for the destruction of records in a manner that ensures their confidentiality.~~
- ~~3. Upon notification of termination and nonrenewal of this Contract and dissolution of the Charter School, the Governance Board shall designate an independent trustee who will be responsible for satisfying all outstanding financial liabilities of the Charter School and properly distributing the School's assets in compliance with the~~

~~law and this Contract. The trustee shall return any unspent federal or state grant money or funds to the Department. The trustee shall dispose of all property purchased with state or federal funds as required by state or federal law.~~

## ARTICLE TEN: TECHNICAL PROVISIONS

**Section 10.1** Term of Contract. ~~The term of this Contract will be for five (5) school years. This~~ The Contract shall commence on July 1st, 2024, ~~by both Parties~~ and shall terminate on June 30th, 2029. The Contract may be renewed for additional terms as agreed to by the Parties. ~~The decision to renew will be driven in part by the Charter School's performance in the Wisconsin accountability system and proven student achievement.~~

**Section 10.2** Applications of Statutes. If, after the commencement of this Contract, there is a change in Applicable Law that alters or amends the responsibilities or obligations of any of the Parties with respect to this Contract, this Contract shall be altered or amended to conform to the change in existing law as of the effective date of such change.

**Section 10.3** Amendments. This Contract may be amended only upon the written agreement of the Parties.

**Section 10.4** 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.

**Section 10.5** Successors and Assigns. The terms and provisions of this Contract are binding and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

### Section 10.6

~~This Contract sets forth the entire agreement among the Parties with respect to the subject matter of this Contract. All prior application materials, agreements or contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract. Entire Agreement. This Contract sets forth the entire agreement between the Parties with respect to the subject matter of this Contract. All prior application materials, agreements or contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.~~

**Section 10.7** Assignment. This Contract is not assignable by either Party without the prior written consent of the other Party.

**Section 10.8** Non-waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach or default.

**Section 10.9** Force Majeure.

No party shall be liable or responsible to the other party, for any delay in fulfilling or performing its responsibilities hereunder, when and to the extent such failure or delay is caused by or results from the following force majeure events:

- (a) Acts of God;
- (b) Flood, fire, earthquake, explosion, epidemic, pandemic, or other outbreak of serious disease;
- (c) War, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
- (d) Government order, law, or action; and
- (e) National or regional emergency.

~~If any circumstances occur which are beyond the control of a Party, which delay or render impossible the obligations of such Party, the Party's obligation to perform such services shall be postponed for an equivalent period of time or shall be canceled if such performance has been rendered impossible by such circumstances.~~

**Section 10.10** No Third Party Rights. This Contract is made for the sole benefit of the Parties and the members of the Consortium. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

**Section 10.11** Governing Law. This Contract shall be governed and controlled by the laws of the State of Wisconsin.

**Section 10.12** Counterparts. This Contract may be executed in counterparts and shall be as effective as if executed in one document. Electronic signatures shall be as effective and valid as original signatures. This Contract shall only be valid and binding upon the signatures of all parties.

**Section 10.13** Notices. Whenever this Contract provides that notice must or may be given to another Party, or whenever information must or may be provided to another Party, the Party who may or must give notice or provide information shall fulfill any such responsibility under this Contract if notice is given or information is provided to:

**Wausau School District**  
**Board President**  
415 Seymour Street  
Wausau, WI 54403

**Red Granite Charter School Inc.**  
**Governance Board,**  
**Board President**

Notice hereunder shall be effective if made by hand delivery to the pertinent Party or by United States mail, postage prepaid, certified with return receipt requested. Notices shall be effective when actually received by the addressee if made by hand delivery, or 2 days after delivering the pertinent notice to the control of the United States Postal Service if made by certified mail with return receipt requested.

The undersigned have read, understand, and agree to comply with and be bound by the terms and conditions as set forth in this Contract. In addition, each signatory below represents that they have the authority to act on behalf of the respective represented Party, and understands that the other Party is relying on said representation.

By: **The Wausau School District**

\_\_\_\_\_  
School Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Date

By: **Red Granite Charter School, Inc.**

\_\_\_\_\_  
Governance Board President

\_\_\_\_\_  
Date

# An Update: Wausau School District Restructuring



*We're Better  
Together!*

May 22, 2023



# Our Restructuring Planning Overview







# By the Fall of 2023:



#1

Progress on Grades 5-12  
Scope & Sequence



#2

Middle School  
Schedule Renewal



#3

Elementary School  
Assignments

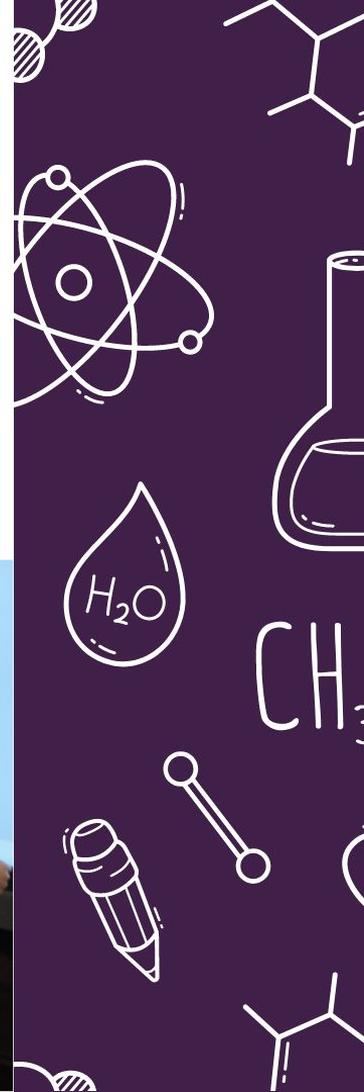


#4

School Board Decision  
About Renaming  
Schools



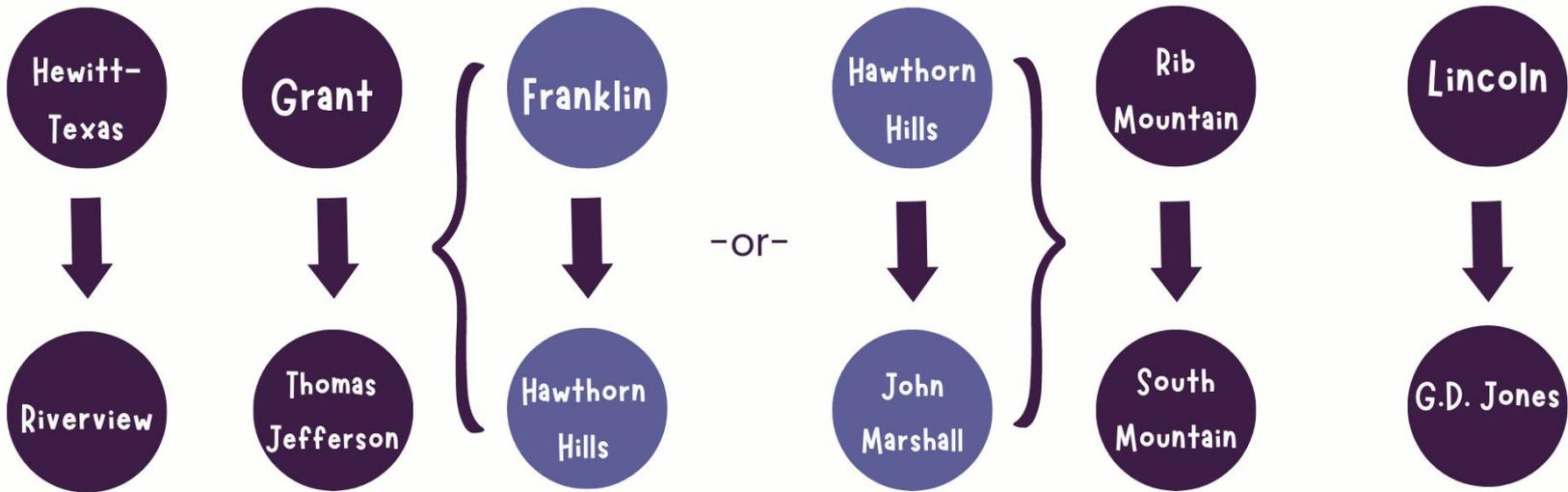
# Elementary School Assignment Proposals





## Closing/Merging Some of our Elementary Schools

Still Needs School Board Approval!



- Develop more effective facilities for charter schools and other specialized programming
- Pursue further community partnerships to create 2 'early learning centers' for birth to 5 years for staff and community, including 4K and Early Childhood

# The New Elementary Plan



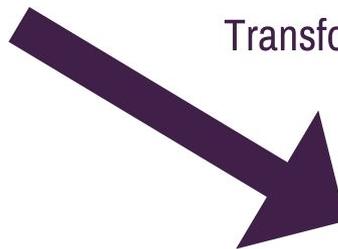
**Hawthorn Hills**

Merges Into...



**Franklin**

Hawthorn Hills  
Transforms Into...



**An Early Learning Center**

# The New Elementary Plan



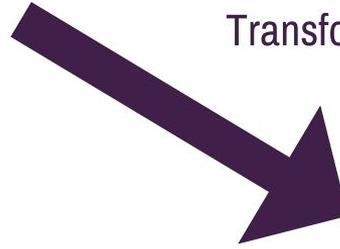
**Rib Mountain**

Merges Into...



**South Mountain**

Rib Mountain  
Transforms Into...



**A Second Early Learning  
Center**

# The New Elementary Plan



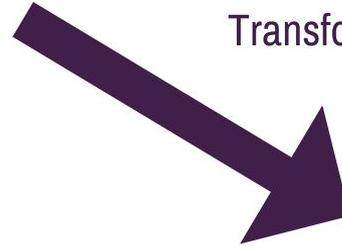
**Lincoln**

Merges Into...



**G.D. Jones**

Lincoln  
Transforms Into...

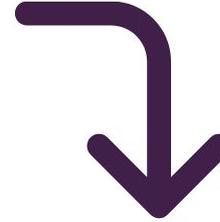
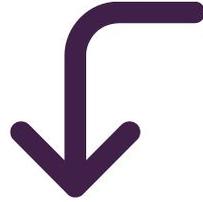


**Wausau Area Montessori  
Charter School**

(Currently, housed at Horace Mann)

# Permanent Home for Montessori Students

2023 K-8: 111 students



2033 PK-8: 216 students

## Improved Lincoln Location

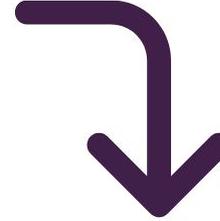
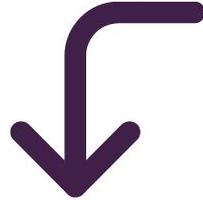
- Necessary improvements needed.
- However, we no longer need to add square footage to Horace Mann.
- Not using the entire Horace Mann referendum budget may or may not be considered savings. That depends on how and if the budget is reallocated.
- We'd no longer be able to sell the Lincoln property.
- The building would require continual maintenance and capital improvements in the future, as well as operational costs.
- Lincoln is a more appealing location for Montessori and being there would lead to increased enrollment.
- Enrollment growth adds revenue, however it also adds staffing costs.

## Improved Horace Mann Location

- Necessary improvements needed.
- Capital improvement is already inside the current referendum budget.
- We'd be able to sell the Lincoln building.
- Staying at Horace Mann would require continual maintenance and capital improvements to the space they occupy. That includes marginal costs for new square footage, including operational costs.
- Horace Mann is a less appealing location for Montessori and staying there could inhibit enrollment growth.
- Enrollment growth adds revenue, however it also adds staffing costs.

# Permanent Home for Montessori Students

2023 K-8: 111 students



2023 PK-8: 216 students

## Improved Lincoln Location

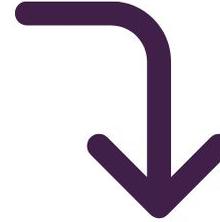
- Eliminates the need for \$5.3M in capital improvements at Horace Mann.
- Would require an investment of about \$3.6M in capital improvements to Lincoln.
- Moving to Lincoln requires continued maintenance and improvements to 48,700 square feet of building, as well as 4.75 acres of property.

## Improved Horace Mann Location

- Staying at Horace Mann requires the designing and building of a \$5.3M addition.
- Building a 6,700 square foot addition will require maintenance.
- Staying at Horace Mann allows the District to sell Lincoln for \$767,000 after the Fall of 2025.

# Permanent Home for Montessori Students (Non-Fiscal Considerations)

2023 K-8: 111 students



2023 PK-8: 216 students

## Improved Lincoln Location

- Montessori has waited 17 years for a separate, permanent location.
- There's value for Montessori to have their own facility to schedule events.
- Renovation of Lincoln allows for 10 classrooms (total of 234 students).
- Central location allows for more equal access opportunities for all families.
- Proximity to Marathon Park, city bus line, UWSP, MOB.
- Only public Montessori charter school within a 90-mile radius.
- Own dedicated space for Encore (Art, Music, Library, Phy Ed).
- Right-sized bathrooms and sinks for elementary/middle grades.

## Improved Horace Mann Location

- Impacts the Middle School Concept layout (Horace Mann loses a hallway in the 6th-grade wing).
- The addition would only allow for a capacity of 8 classrooms (total of 180 students).
- Will need to be redesigned to create space for Encore classrooms (Art, Music, Storage), which will impact classroom capacities due to loss of square footage.

## 2023 Montessori Scope - \$3.6M

- LED Lighting Replacements & Electrical Infrastructure
- Air Handling Unit Replacements & Gymnasium Cooling
- Domestic Water Galvanized Piping Replacement
- Boiler Plant Replacement\*
- Mass Notification System Addition\*
- Remodeling to Classrooms & Library for Montessori
- Remodeling for Family Consumer Science & STEM Lab
- Gym Stage, Cubby Replacement, Signage, Flexible Furniture & Garden
- Additional Windows to 4 Classrooms
- Toilet Room Additions to Children's House Classrooms

\*Not Included in 2020 Scope

# 2020 Excluded Project Scope

Exterior Window Replacements	→	Not Immediate Priority
Roofing Replacement	→	Completed by District
Ventilation System Replacement	→	Was Included with Full Building Remodel
UPS for Data Closet Backup	→	Not Immediate Priority
Flooring & Finishes Replacement	→	Not Immediate Priority
Whole Building Remodeling	→	No Longer Needed by Minimizing Remodel
Playground Equipment & Surface	→	Not Immediate Priority
Move Main Office to Northwest	→	Not Needed Per Montessori

# 2020 to 2023 Budget Differences

Lincoln-Montessori 2020 Projects	→	\$10,760,000 (\$8.6M in 2020 without inflation)
Proposed 2023 Projects	→	(3,600,000)
Boiler & Mass Notification Project	→	\$646,000 (Not included in 2020)
2022 Referendum Projects	→	(\$214,000)
Capital Funded Roof Project	→	(\$836,000)
Simplified Remodeling Concept	→	(\$2,875,000)
Future Maintenance Projects	→	(\$3,881,000)

# Montessori Capacity Projections

	Horace Mann Current	Horace Mann Projected	Horace Mann Projected	Lincoln Projected
	2023-2024	2024-2025	2025-2026	2025-2026
4K	---	---	18	18
Kindergarten	18	18	18	18
1st Grade	18	18	18	27
2nd Grade	18	18	18	27
3rd Grade	19	18	18	27
4th Grade	18	19	18	27
5th Grade	9	18	18	27
6th Grade	13	5	18	27
7th Grade	7	7	18	18
8th Grade	1	7	18	18
<b>TOTAL</b>	<b>121</b>	<b>128</b>	<b>180</b>	<b>234</b>
<b>Max. Capacity</b>	<b>126</b>	<b>126</b>		

## Some Horace Mann Enrollment/Capacity Data

	25-26
Mann enrollment after restructure	549
Entire Mann Capacity as Middle School	1058

# Montessori Enrollment

		MONTESSORI ENROLLMENT (at Mann)								
					Current Year	Next Year	Enrollment Projected	Enrollment Projected	Enrollment Projected	
	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
4K								18	18	18
Kindergarten	12	20	11	14	15	18	18	18	18	18
1st Grade	14	13	14	23	15	18	22	22	22	22
2nd Grade	17	12	11	17	19	18	18	22	22	22
3rd Grade	21	16	11	9	17	19	17	17	21	21
4th Grade	21	19	11	12	8	18	18	16	16	19
5th Grade	21	22	7	11	13	9	17	17	15	15
6th Grade	2	9	7	2	6	7	4	7	7	6
7th Grade					1	3	7	4	7	7
8th Grade						1	3	7	4	7
<b>TOTAL</b>	<b>108</b>	<b>111</b>	<b>72</b>	<b>88</b>	<b>94</b>	<b>111</b>	<b>124</b>	<b>148</b>	<b>150</b>	<b>155</b>
<b>Difference</b>	<b>---</b>	<b>3</b>	<b>-39</b>	<b>16</b>	<b>6</b>	<b>17</b>	<b>13</b>	<b>24</b>	<b>2</b>	<b>5</b>

# Montessori Location, 10-Year Cost Analysis

Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	10-year Total
<b>Keep Montessori at Horace Mann, sell Lincoln</b>											
Don't Improve Lincoln and Sell Lincoln	(214,000)		(767,340)								
Capital Improvements and Loose FF&E at Mann	5,312,000										
Utilities for Additional Mann Rooms	10,217	10,524	10,840	11,165	11,500	11,845	12,200	12,566	12,943	13,331	
Routine Maintenance for Additional Mann Rooms	5,838	6,014	6,194	6,380	6,571	6,768	6,971	7,181	7,396	7,618	
Custodial Staff Needed for Additional Mann Rooms	53,045	54,636	56,275	57,964	59,703	61,494	63,339	65,239	67,196	69,212	
<i>Student Growth for Montessori at Mann</i>	13	37	39	44	57	67	70	70	70	70	
Student Growth Revenue	(124,498)	(364,970)	(396,239)	(460,450)	(614,386)	(743,839)	(800,459)	(824,473)	(849,207)	(874,684)	
Additional Teacher Staff	39,614	116,131	126,081	146,513	195,494	236,685	254,702	262,343	270,213	278,319	
<b>Total Costs</b>	<b>5,082,218</b>	<b>(177,665)</b>	<b>(964,189)</b>	<b>(238,429)</b>	<b>(341,119)</b>	<b>(427,047)</b>	<b>(463,248)</b>	<b>(477,145)</b>	<b>(491,460)</b>	<b>(506,203)</b>	<b>995,713</b>
Square footage of Montessori area at Mann w/ addition	24,200										
Montessori Student Capacity at Mann	180										
<b>Relocate Montessori to Lincoln</b>											
Capital Improvements and Loose FF&E at Lincoln	3,600,000						-				
Utilities for Lincoln	74,263	76,491	78,786	81,149	83,584	86,091	88,674	91,334	94,074	96,896	
Routine Maintenance for Lincoln	42,436	43,709	45,020	46,371	47,762	49,195	50,671	52,191	53,757	55,369	
Custodial Staff Needed for Lincoln	127,308	131,127	135,061	139,113	143,286	147,585	152,012	156,573	161,270	166,108	
<i>Student Growth for Montessori at Lincoln</i>	19	44	47	53	67	78	88	99	109	120	
Student Growth Revenue	(181,958)	(434,018)	(477,518)	(554,633)	(722,174)	(865,962)	(1,006,292)	(1,166,041)	(1,322,337)	(1,499,457)	
Additional Teacher Staff	57,898	138,102	151,944	176,481	229,792	275,544	320,196	371,028	420,760	477,119	
<b>Total Costs</b>	<b>3,719,947</b>	<b>(44,589)</b>	<b>(66,708)</b>	<b>(111,519)</b>	<b>(217,750)</b>	<b>(307,546)</b>	<b>(394,738)</b>	<b>(494,915)</b>	<b>(592,476)</b>	<b>(703,965)</b>	<b>785,741</b>
Square footage of Lincoln available for Montessori	48,698								Relocate Montessori to		209,973
Montessori Student Capacity at Lincoln	234								Lincoln		Less Cost



## Celebrations

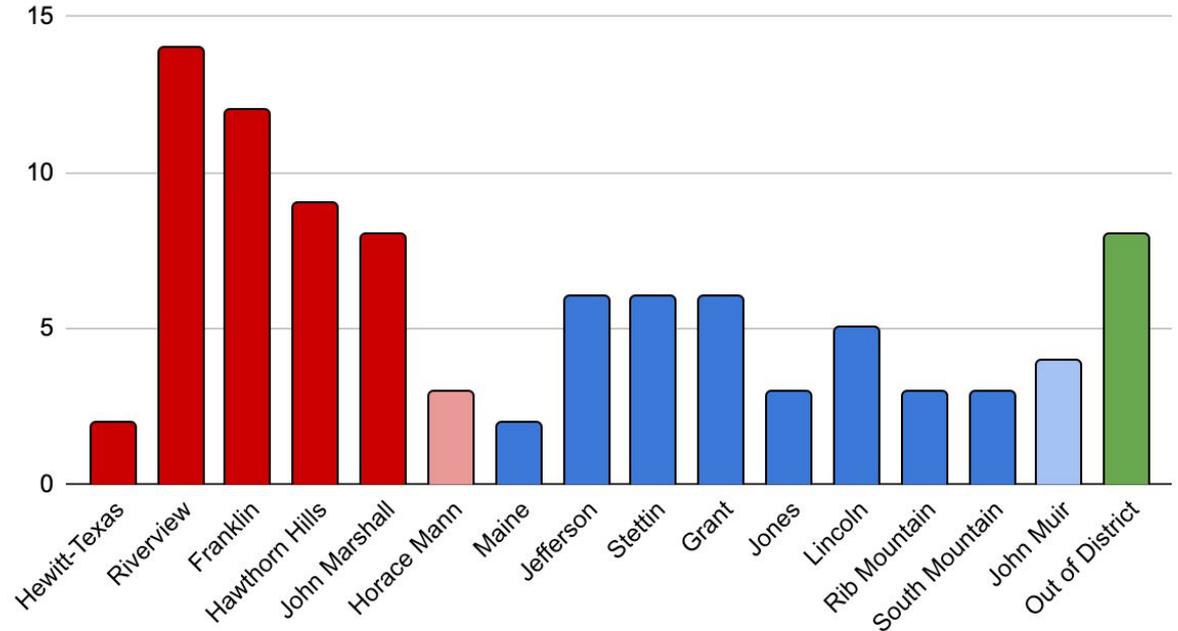
- Montessori continues to draw students from each neighborhood school each year.
- In fact, there's currently a waitlist in 4 grades.

## Impacts on Enrollment

- People do not know they exist, think they are a private "charter" that requires tuition.
- Capped enrollment at 18 per grade level due to a lack of space at their current location.
- Current waitlists are comprised of siblings unable to attain a seat in another grade level due to capacity restrictions.
  - Current waitlists at 1st, 2nd, 3rd, and 4th grades.
- Families do not want to stay on a waitlist, which leads to a loss of families.
- Addition to Horace Mann will take up more of the limited playground space they have.
- The addition does not alleviate entrance through the playground area.

# Montessori 's Current Demographics

## Montessori Demographics



# The New Elementary Plan



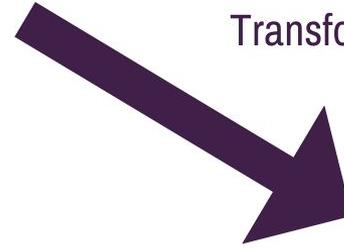
**Hewitt-Texas**

Merges Into...



**Riverview**

Hewitt-Texas  
Transforms Into...



**Red Granite Charter School**

# The New Elementary Plan

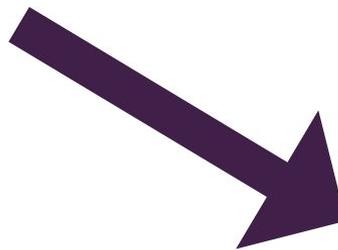


**Grant**

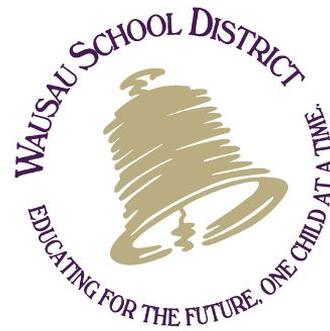
Merges Into...



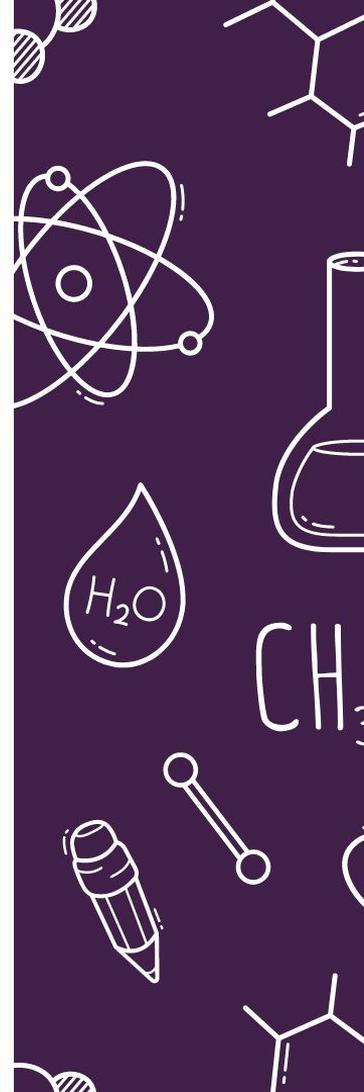
**Thomas Jefferson**



**We would identify underutilized spaces in remaining schools to accommodate other programs (Ex.: WAVE, PEER, etc.)**



Current cost to rent and maintain PEER is approximately \$40,000 annually. WAVE uses existing square footage so the cost is included in current operations.





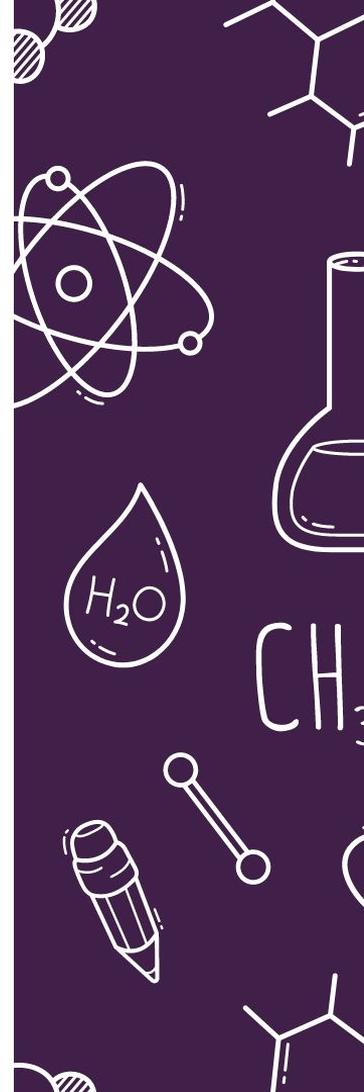
# Board Action

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**Move to approve the school mergers  
and assignments as presented.**

# Staggered Implementation

- Does the Board wish to explore this?
- Option: Practice Mergers
  - *Start by merging Hewitt-Texas & Riverview*
    - *Riverview 4K would move to Hawthorn Hills*
- Lesson: Learn what works and correct what doesn't before consolidating district-wide.



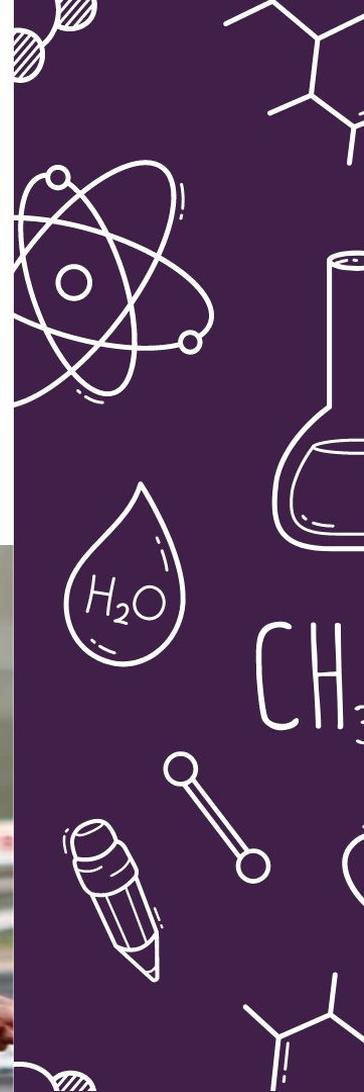


# School Identities

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- **We're seeking Board input on whether we should rename merged schools.**
  - **If the Board is interested, we can draft a process guideline.**

# Thank you!





# Capital Referendum

## CONSTRUCTION & BUDGET UPDATE

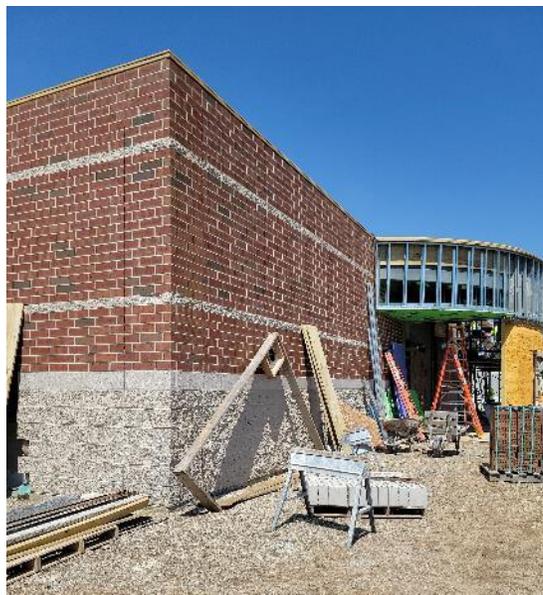
SCHOOL BOARD MEETING

May 22, 2023





# Stettin Elementary



## PROGRESS TO DATE

- Completed interior non-load bearing masonry walls
- 90% of HVAC rough in for addition is complete
- 95% electrical rough in for addition is complete
- Completed plumbing rough in
- 95% of exterior veneer is 95% complete
- Completed roofing
- 90% of windows installed
- 95% of bathroom floor and wall tile is complete
- 25% of exterior concrete is complete



# ➤ South Mountain



## PROGRESS TO DATE

- 95% of HVAC rough in and EPDM roofing for Area "B" is complete
- Installation of concrete slab in Area "B" is complete
- Masonry for non-load bearing masonry in Area "B" is complete
- Completed exterior veneer on Area "B"
- 40% of concrete slab in Area "C" is installed
- 95% of exterior insulation and EPDM roofing in Area "C" is complete
- 10% of exterior brick veneer in area "C" is complete
- 60% of soil corrections in area "C" are complete
- Completed rough grading of site



# Riverview Elementary

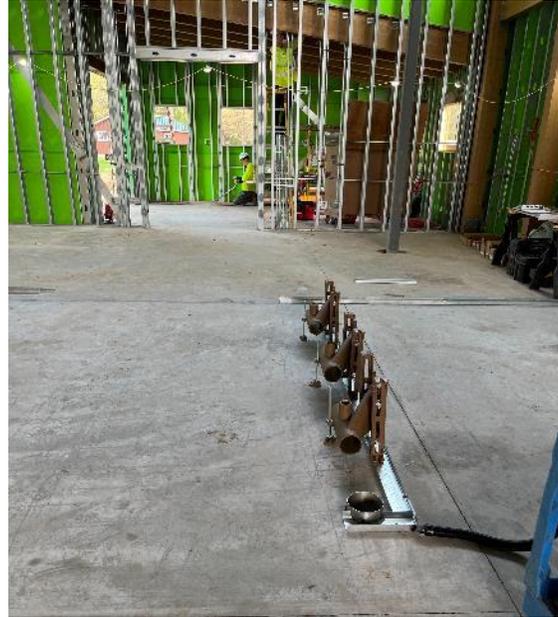
## PROGRESS TO DATE

- 95% HVAC rough in (including insulation) for addition is complete
- Completed the electrical rough in for addition
- 70% of rough in for new generator is complete
- Completed interior painting
- 95% of ceiling grid and border ceiling tile is complete
- 90% of interior lighting is complete
- 90% of electrical trim out is complete
- Finished EPDM installation
- Installed visual display boards





# ➤ Environmental Learning Center

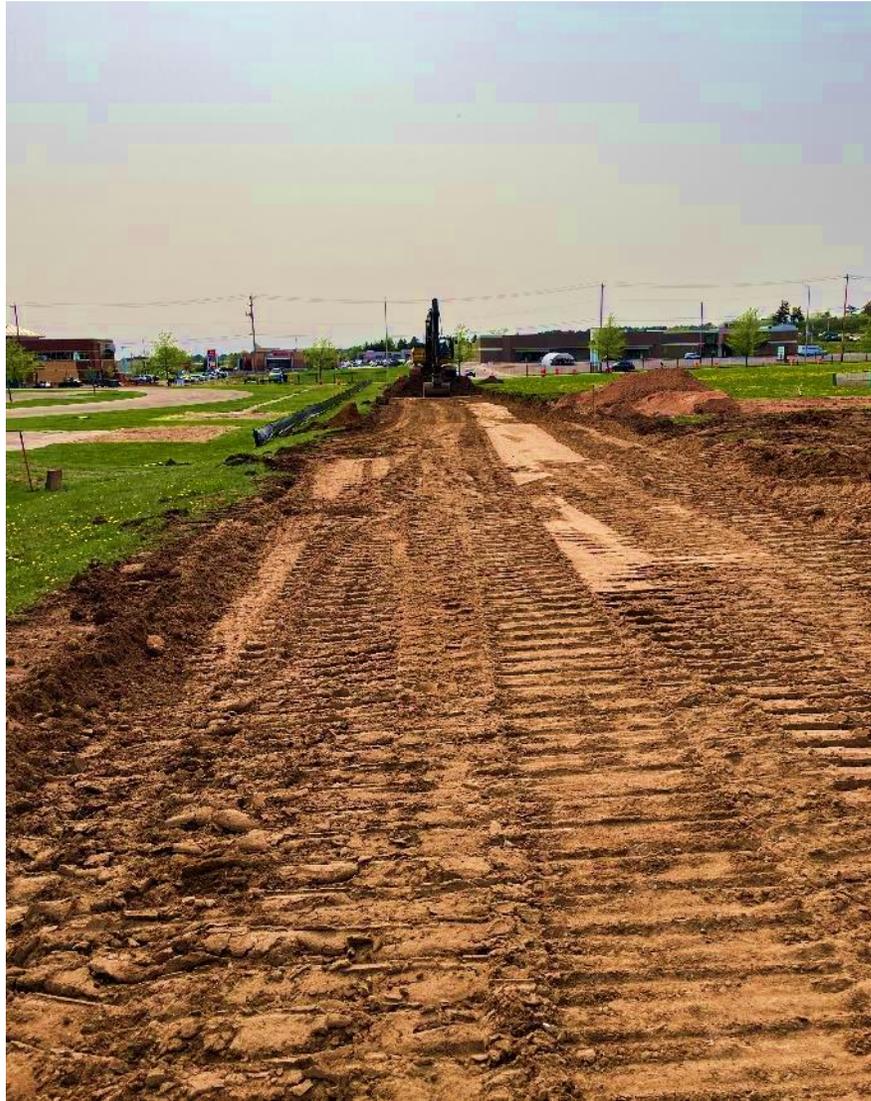


## PROGRESS TO DATE

- Poured interior concrete slabs
- Completed tongue and groove roof decking
- Installed roofing insulation and plywood
- 25% of metal roofing is installed
- 90% of exterior gypsum sheathing is complete
- 25% of exterior insulation is complete
- 75% of interior metal stud installation is complete
- 30% HVAC and electrical rough in is complete
- Site has been rough graded



# John Muir Middle School



## PROGRESS TO DATE

- New bus loop/road has been graded
- Installed temporary partitions in existing building
- Began excavation for NE classroom addition



# BUDGET SUMMARY UPDATE

## 2022 Capital Referendum Budgets (5-22-23)

Location	Original Budget	Design Budget	Bid Opening	Bid Budget
District Wide	8,614,000	8,614,000		8,614,000
East High School	5,998,000	5,998,000		5,998,000
East Athletics Phase 1	3,714,000	4,346,200	4/4/2023	4,069,948
Franklin Elementary	761,000	761,000		761,000
GD Jones Elementary	198,000	198,000		198,000
Grant Elementary	2,068,000	2,068,000		2,068,000
Hawthorn Hills Elementary (bldg)	690,000	700,000	5/17/2023	538,950
Hawthorn Hills Elementary (site)	1,926,000	1,926,000		1,926,000
Hewitt-Texas Elementary	133,000	133,000		133,000
Horace Mann MS	7,119,000	7,119,000		7,119,000
Horace Mann (Montessori)	5,000,000	5,000,000		5,000,000
John Marshall Elementary	565,000	565,000		565,000
John Muir Middle School	34,794,000	34,307,800	3/29/2023	36,790,953
Lincoln Elementary	214,000	214,000		214,000
Maine Elementary	141,000	141,000		141,000
Rib Mountain Elementary	158,000	158,000		158,000
Riverview Elementary	1,465,000	1,665,000	10/27/2022	1,920,288
School Forest	4,243,000	5,043,000	11/3/2022	5,478,788
South Mountain Elementary	4,873,000	4,873,000	10/18/2022	4,873,000
Stettin Elementary School	3,462,000	3,767,286	10/4/2022	3,462,000
Thomas Jefferson Elementary	902,000	902,000		902,000
West High School	28,395,000	28,895,000	6/30/2023	28,895,000
West Athletics Phase 1	2,733,627	2,129,927	4/4/2023	1,963,267
West Athletics Phase 2	1,633,373	1,633,373		1,633,373
<b>Total</b>	<b>119,800,000</b>	<b>121,157,586</b>		<b>123,422,567</b>
Projected Interest Earnings	4,200,000			
<b>Over/(under) Including Interest Earnings</b>		<b>(2,842,414)</b>		<b>(577,433)</b>

## UP NEXT

### Continue design

- West HS
- Hawthorn Hills
- Horace Mann



# QUESTIONS?

Project Timelines or Updates

When a head principal position is vacated within the district (this does not apply to the hiring process for associate principals in the secondary schools):

The Human Resources Department posts the open position on WECAN.

A survey from the Communications Department is sent to staff and families to gather feedback on their perceptions of the function, climate/culture, and experiences at that school building. These results are meticulously analyzed for trends to be presented at the interest meeting.

An email from the Principal Liaison is sent out to the entire staff of that school building to see who is interested in serving on the interview team. This email is typically sent to allow 3-5 days for email responses to be received back by a predetermined deadline that is clearly communicated in the email. Participating in this process is voluntary, so no compensation is provided for staff, however; dinner is provided as a courtesy for the donation of time.

While waiting for staff responses, the administrative assistant to the principal provides the names of 4-5 parents who may be interested in being a part of this process. (The previous rationale behind asking the administrative assistants for names was that they were familiar with families who are actively involved in the school or served in a capacity on the school's PTO.) After receiving recent thoughtful constructive feedback, this part of the process has been updated to be more inclusive by sending a SchoolMessenger to all families to encourage them to be a part of the initial team.

The Longfellow Administration Team reviews and selects the candidates who will come in for the first round of interviews. The Principal Liaison attends the interviews and provides insight through the lens of data collected and analyzed from the survey.

All staff/family members interested in serving on the team are invited to the initial interest meeting. During this meeting, a slides presentation is provided that summarizes the trends in the data. Additional reflections from staff/family members regarding the data presented is encouraged and noted. A set of questions is pre-created based upon the the staff/family survey

results and trends in the data. The entire group of staff/parents are each given a copy of the questions and allowed time for review. Each question is then addressed one-at-a-time through collaborative discussion. During this discussion, questions are approved or modified per the feedback from the team. It is important that the group comes to a consensus in how the questions are worded to ensure that what the group wants to learn from each candidate is accurately reflected. These questions are collected at the end of the session and revisions are made in preparation for site-based interviews.

The final interview team is created based upon who responds and participates in the initial meeting. The goal is to always allow representation of certified staff, non-certified staff, and parent representatives. The team size varies based upon whether it is an elementary team (typically 8 team members) or secondary team (typically 14 team members) to encourage members from all grade bands or subject areas.

At the interest meeting, if there is more than one person for a specific grade band or subject, those individuals are asked to collaborate and come to a decision on which one of them will represent that area. This decision is made by the smaller groups of individuals, because it is important that they work together as a team focused on providing feedback on the next leader for their building. In the rare case that a team is unable to make the determination of their representative, that information is communicated back to the Longfellow Administration Team to decide how to select the representative (which in the past was determined by a random drawing).

The final site-based interview team is finalized by the end of the interest meeting that allows everyone to know who will be participating at the interviews. All members are thanked for their input and a Google calendar invitation is sent to the team for the final site-based interviews.

After the Longfellow Administration Team determines which candidates will be sent to the site-based interviews a schedule is created. When the team gathers for the interviews, they are reminded of confidentiality expectations and are reminded of their opportunity to provide instrumental feedback that will help the Director of Elementary/Secondary Education make the final decision about who will be the new building leader. Each interview team

member is given a folder of materials for each candidate that includes the WECAN application, set of questions vetted by the team, and a "plus/delta chart" to record positive attributes and any areas of concern. Interviews are facilitated by the Principal Liaison who asks the questions for consistency purposes which allows team members to focus on listening to candidate responses and recording notes.

All team members are asked to complete their feedback independently to encourage them to provide feedback through their lens as the representative for their grade band/subject area.

Once independent feedback is completed and folders are collected, an open group discussion is held to allow the team members time to share positives, questions, or concerns for each candidate. All team members are encouraged to share their thoughts and/or concerns regarding each individual candidate. This information is noted and shared directly with the Director of Elementary/Secondary Education, as well as the Director of Human Resources.

All of the folders for candidates are handed over immediately to the appropriate district administrator to allow that director time to read through each team member's individual comments that may not have been shared during the group discussion. This is to ensure that all data and information is available to that director as the final decision is made for that school building.

The Longfellow Administration Team discusses the final decision, the Human Resources Department extends the offer for verbal acceptance. Once this has occurred, the Principal Liaison is notified to send out a confidential email to the interview team to inform them of the tentative selection. There are explicit instructions in the email to keep the information confidential, until official notification is shared from the Human Resources Department after final approval from our Wausau School District - Board of Education.

**Meal Price Recommendations for 2023-2024**

Action Required: **No**

Estimated time to present: 5 minutes

The United States Department of Agriculture (USDA) paid lunch equity (PLE) tool is typically used this time of year to determine meal prices for the upcoming year. This year, the USDA released guidance stating districts with a positive balance in their food service account are exempt from PLE pricing requirements. This guidance along with the overall fiscal health of our food service fund will result in the same meal prices for 2023-24 as we had in 2022-23.

**2023-2024 School Year Meal Prices**

**Breakfast**

**Lunch**

<b>Elementary Students:</b>	<b>\$1.50</b>	<b>Elementary Students:</b>	<b>\$2.85</b>
<b>Middle School Students</b>	<b>\$1.75</b>	<b>Middle School Students:</b>	<b>\$2.95</b>
<b>High School Students</b>	<b>\$1.90</b>	<b>High School Students:</b>	<b>\$3.10</b>
<b>Staff/Visitors:</b>	<b>\$2.50</b>	<b>Staff/ Visitors:</b>	<b>\$4.75</b>
<b>Milk carton</b>	<b>\$0.45</b>		

# Initial 2023-24 District Budget

Education/Operations Committee of the Whole  
May 22, 2023



**Our Mission ... To advance student learning, achievement, and success.**

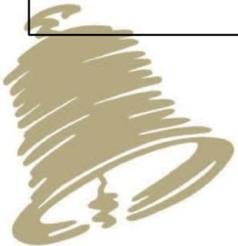
# Highlights of the Initial 2023-24 District Budget

- [Budget Calendar](#): The budget process started in November, 2022 and will develop over the next few months until ultimately approved in late October, 2023
- [Basis of the Initial Budget](#): This version of the 2023-24 budget is built from the publicly presented assumptions as well as the approved budget reconciliation.
- [The Budget Will Continue to Change](#): Many significant factors that influence our budget including pupil count, private school voucher costs, final staffing plans, and most importantly the State biennial budget will reveal themselves following this version of the budget.
- [The Initial 2023-24 Budget by Fund](#): The initial District expense and revenue budgets for each fund are shown on a subsequent slide and are recommended for approval.
- **Recommended Motion: Motion: to recommend to the full Board, approval of the preliminary budgets as presented in order to proceed with 2023-24 expenditures committed to before final budgets are approved.**



# 2023-2024 Budget Calendar

- **May 22, Committee of the Whole**
  - **Committee approval of the initial 2023-2024 budget**
- June 12, Board of Education
  - BOE approval of the initial 2023-2024 budget
- August 28, Committee of the Whole
  - Share equalized value
  - Set Annual Meeting date
  - Recommendation for 2023-2024 budget and tax levy
- September 11, Board of Education
  - Approve the 2023-2024 budget and tax levy for publication and presentation at Annual Meeting
- September 25, Board of Education and Committee of the Whole
  - Regularly scheduled Ed/Ops Committee meeting
  - Annual Meeting and Budget Hearing
- October 9, Board of Education
  - Full Board approvals from September Committee of the Whole
- October 23, Board of Education (Special Meeting)
  - Adopt final budget
  - Adopt District tax levy



# Basis of the Initial Budget

- Budget assumptions presented in November, 2022 have been used to build the 2023-24 initial budget. The budget reconciliation plan approved by the Board on May 8 accepts all presented assumptions in development of the initial budget.
  - **Expense:** One of the initial foundational assumptions built into the fiscal projection model was to increase all employee group wage/salaries by 3%. The most current State biennial budget data will continue to inform each subsequent version of the District budget.
  - **Expense:** Aggregate health insurance premiums were assumed to increase 2% for 2023-24 and this remains to be the case in the initial budget.
    - Freedom Network High Deductible Health Plan premiums will increase 10%
    - Signature Network High Deductible Health Plan premiums will not change
    - Signature Network Traditional Plan premiums will not change
  - **Expense:** Most non-personnel expenses are assumed to remain flat for the 2023-24 initial budget.
  - **Revenue:** An increase in the revenue limit of \$200 per pupil is being budgeted
  - **Revenue:** The special education reimbursement rate is budgeted to remain the same at approximately 30%



# The Budget Will Continue to Change

- Annual pupil counts are conducted in September each year and determine many things including State aid and revenue limit. District fluctuations in revenue are somewhat protected from a decline in enrollment for the current year, this makes projecting enrollment less important for revenue purposes. Open enrollment revenue for incoming students and expenses for outgoing students is more sensitive, but will remain unknown until fall.
- Wisconsin Parental Choice Program (private vouchers) costs will not be known until October. Although changes in this expense do not displace other expenses in the District budget, they do change the amount of the General Fund tax levy; as vouchers are used more, the local tax support needs to increase to fund them.
- Tax levy and mill rates are not projected in this version of the budget as they would not include accurate aid amounts, District-wide property valuations, or any final referendum debt retirement amounts. Structure of debt payments will continue a strategy used in the past six years to allow the mill rate to go down from the current rate while saving interest payments.



# The Initial 2023-24 Budget by Fund

- Fund 10: \$113,626,779 (Expense including Transfers to Fund 27 and Fund 38) \$112,889,802 (Revenues)
- Fund 27: \$19,386,706 (Expense) \$19,386,706 (Revenue of \$8,837,128 plus a \$10,549,578 transfer from Fund 10)
- Fund 38: \$2,214,135 (Expense) \$2,189,210 (Revenue of \$2,104,070 plus \$85,140 transfer from Fund 10)
- Fund 39: \$18,690,275 (Expense) \$8,337,025 (Revenue)
- Fund 50: \$4,765,474 (Expense) \$4,597,008 (Revenue)
- Fund 80: \$662,200 (Expense) \$662,200 (Revenue)

Wausau School District							
Education/Operations Committee of the Whole							
May 22, 2023							
	General Fund	Special Education	Non-Ref Debt	Ref-App Debt	Food Service	Community Service	
	Fund 10	Fund 27	Fund 38	Fund 39	Fund 50	Fund 80	
2023-24 Surplus/(Deficit) From The Original Projection	\$ (736,977)	\$ -	\$ (25,625)	\$ -	\$ (168,466)	\$ -	
Expenditure Budget	\$ 102,992,061	\$ 19,386,706	\$ 2,214,835	\$ 18,690,275	\$ 4,765,474	\$ 662,200	
Transfer From Fund 10 to (Fund 27 and Fund 38)	\$ 10,634,718	\$ 10,549,578	\$ 85,140	\$ -	\$ -	\$ -	
Revenue Budget	\$ 112,889,802	\$ 8,837,128	\$ 2,104,070	\$ 8,337,025	\$ 4,597,008	\$ 662,200	



**Wausau School District  
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