

**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

Tricia Zunker, President  
Ka Lo, Clerk

A **Education/Operations Committee Meeting** of the BOARD OF EDUCATION will be held in the **Wausau East High School Auditorium, 2607 N. 18th Street, Wausau, WI 54403 at 5:15 PM or immediately following the previous meeting on Monday, April 26, 2021.**

*- Wausau School Board meetings are streamed live on YouTube. Viewers may visit the site by searching for "Wausau School Board YouTube" or through [www.Tinyurl.com/wsbmeetings](http://www.Tinyurl.com/wsbmeetings)*

*- All meetings will also be cablecast on Charter/Spectrum channel 981 at the following times:*

*- Thursdays at 8 AM*

*- Sundays at 8 PM*

I. Call to Order	
II. Approve the Minutes	2
III. Public and Student Comment	
IV. Legal Expense Summary for 3rd Quarter	4
V. 2021-22 Budget Reconciliation Plan ( <b>Action Requested</b> )	5
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X. School Forest Capital Improvement Update	95
XI. School Board Workshop Facilitator	
XII. Adjourn	

NOTICE POSTED: Friday, April 23, 2021, at 9:45 am

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

NOTICE SENT TO:

WSAU WSAW-TV WAOW-TV WJFW-TV CITY PAGES WAUSAU PILOT & REVIEW SCHOOLS  
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# Minutes of REGULAR MEETING

## The Board of Education Wausau School District

**DRAFT**

---

A Education/Operations Committee Meeting of the Board of Education of the Wausau School District was held Monday, March 22, 2021, beginning at 5:00 PM in the John Muir Middle School Auditorium, 1400 West Stewart Ave., Wausau , WI 54401.

Present: James Bouche; Jeff Leigh (via conference phone); Ka Lo; Beth Martin; Pat McKee; Jane Rusch; Lance Trollop; Lee Webster; and Tricia Zunker.

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*- All meetings will also be cablecast on Charter/Spectrum channel 981 at the following times:*

- Thursdays at 8 AM*
- Sundays at 8 PM*

### I. Call to Order

The meeting was called to order at 5:00 pm.

### II. Approve the Minutes

**Beth Martin moved to approve the minutes of February 22, 2021, seconded by Lance Trollop. The motion carried 9-0.**

### III. Public and Student Comment

There was none.

### IV. Leader In Me Update

Angie Lloyd and Julie Oehmichen provided a brief presentation on the Leader in Me program. They touched on the core paradigms, measurable results targeted by the program, the vetting process, professional development, and the next steps.

### V. MS Math Resource Adoption (Action Requested)

**Jim Bouché moved to recommend to the full Board of Education the approval of the purchase of iReady Classroom Mathematics as the curriculum resource for WSD students in grades 6-8, seconded by Pat McKee. The motion carried 9-0.0**

### VI. iPad Fleet Refresh and New Lease (Action Requested)

**Jane Rusch moved to recommend to the full Board of Education the approval to enter into a 4-year lease agreement with Apple to refresh the Wausau School District fleet of iPads utilized in all elementary schools. This lease requires a yearly payment of \$279,300 over the life of the lease, seconded by Jim Bouché. The motion carried 9-0.**

VII. Project Relaunch & Re-Opening WSD Schools for 2021-22 (**Action Requested**)  
**Jane Rusch moved to recommend to the full Board of Education the approval to open Wausau School District schools in grades PK-12 in a full in-person model, 5 days per week at the start of the 2021-22 school year, seconded by Lance Trollop. The motion carried 9-0.**

VIII. Adjourn  
**Lance Trollop moved to adjourn, seconded by Beth Martin. The motion carried 9-0 at 6:49 pm.**

Respectfully Submitted,

Ka Lo,  
Board Clerk

KL:cp



# MEMO

TO: Operations Committee

FROM: Bob Tess, Chief Finance and Business Services Officer

DATE: April 26, 2021

RE: Legal Expenses for 3<sup>rd</sup> Quarter of 2020-21

In an effort to inform the Board of all legal expenses incurred during the fiscal year, the following report captures all legal costs separated by category and law firm. This summary report represents a quarterly review for all legal expenses incurred during the third quarter of 2020-21 for which the District was billed.

1/1/21 to 3/31/21	2020 - 2021 WSD 3rd Quarter Legal Expenses											
	FIRM	Student Services	HR Management and Administration	HR Personnel Issues	Contract Review	Audit Related	Tax Sheltered Annuities	Board of Education	Insurance Issues	Open Records	Misc.	TOTAL
	BOARDMAN & CLARK LLP		60									60
	BUELOW VETTER BUIKEMA	448	165									613
	QUARLES AND BRADY											-
	RUDER WARE											-
	WISCONSIN ASSOCIATION OF SCHOOL BOARDS											-
	VON BRIESEN & ROPER			4,846								4,846
	STRANG, PATTESON, RENNING, LEWIS & LACY	292	378									670
	<b>TOTAL</b>	<b>740</b>	<b>603</b>	<b>4,846</b>	-	-	-	-	-	-	-	<b>6,189</b>
7/1/20 to 3/31/21	2020 - 2021 Year to Date Legal Expenses											
	FIRM	Student Services	HR Management and Administration	HR Personnel Issues	Contract Review	Audit Related	Tax Sheltered Annuities	Board of Education	Insurance Issues	Open Records	Misc.	TOTAL
	BOARDMAN & CLARK LLP	-	922	-	-	-	-	-	-	-	-	922
	BUELOW VETTER BUIKEMA	4,573	165	-	-	-	-	-	-	-	-	4,738
	QUARLES AND BRADY	-	-	-	-	-	-	-	-	-	-	-
	RUDER WARE	-	-	-	-	-	-	-	-	-	-	-
	WISCONSIN ASSOCIATION OF SCHOOL BOARDS	-	-	-	-	-	-	-	-	-	-	-
	VON BRIESEN & ROPER	-	-	4,846	-	-	-	-	-	-	-	4,846
	STRANG, PATTESON, RENNING, LEWIS & LACY	756	1,761	599	-	-	-	7,666	-	3,609	-	14,391
	<b>TOTAL</b>	<b>5,329</b>	<b>2,848</b>	<b>5,445</b>	-	-	-	<b>7,666</b>	-	<b>3,609</b>	-	<b>24,897</b>

# 2021-2022 District Budget Reconciliation Plan

Education/Operations Committee of the Whole  
April 26, 2021

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

# Challenges during the 2021-22 budget cycle



- Outcome of the referendum questions was not known until recently
- State biennial budget will not be decided until this summer
- How many students return to the District will be unknown for some time
- Staffing levels must be established soon for next fall
- ESSER II funding is for a limited time and plans need to include a combination of alternative funding sources or discontinuation of expenses
- ESSER III funding allocations and uses have not been determined yet and the non-recurring nature of the funds presents the same challenges as ESSER I and II

# Opportunities during the 2021-22 budget cycle



- The recent success of referendum Question #1 (additional revenue limit authority) offers additional opportunity to hire much needed pupil services staff
- Successful referendum Question #1 offers opportunity to fund some of the other budget requests that would otherwise go unfunded
- ESSER (Federal pandemic relief) funds may be used to fund many of the budget requests as well as additional pandemic-caused expenses as long as there is a plan for alternative funding or discontinuation of these expenses when ESSER funds run out
- The ultimate State biennial budget is likely to be an improvement over the flat revenue assumptions initially built into the projections

# Logistics challenges while building a budget amongst so much uncertainty



- Building into the budget enough flexibility considering so many large elements are still unknown
- Developing accurate yet flexible enrollment projections to use for a District-wide staffing plan
- Maintaining as much flexibility in staffing while establishing next year's workforce
- Wise use of Federal pandemic relief funds while being mindful of long term planning and challenges that come with the non-recurring nature of these funds
- Accurately predicting macro revenue elements yet to be determined by the State such as revenue limit increases, per pupil revenue increases, special ed aid percent, student count flexibility, etc.



# Current Version of Reconciliation Plan Leverages Opportunity While Addressing Challenges and Maintaining Flexibility

- Staffing plan is initially established and includes some additional staff in high need areas with some re-allocation to address immediate needs
- Additional referendum revenue limit authority is allocated to pupil services staff, safety and security operational expenses, short term asset replacement, and budget support for areas underfunded over the past several years
- High degree of uncertainty in regards to the State budget is combined with the certainty of newly authorized revenue limit capacity and Federal relief funds to offer necessary flexibility
- An eye on immediate resource allocation with a long term strategic lens

# Budget Reconciliation Planning



April 26, 2021		Target ----->	-1,677,377		
Type	Abbreviated Description	Request/R eduction Amount	Running Net Total of Requests/Re ductions	Running Comentary	
Expense reduction	Reduce 10% of Gas, Elect, and Water	-200,000	-200,000	Must reduce additional	1,477,377
Expense reduction	Reduced contracted services that are not being used	-82,000	-282,000	Must reduce additional	1,395,377
Assumption modification	Change all employee salary/wage increase assumption from 2.5% to 2.10% (CPI Is 1.23%)	-256,500	-538,500	Must reduce additional	1,138,877
Expense reduction	Reduce 5 FTE at Elem Level	-432,805	-971,305	Must reduce additional	706,072
Expense reduction	Reduce 8 FTE at M.S. Level; repurposed to Accelerated Learning Recovery	-692,488	-1,663,793	Must reduce additional	13,584
Additional expense	"Club Connections" Partnership (academic and SEL support) - Middle Schools	21,986	-1,641,808	Must reduce additional	35,570
Additional expense	School Counselor Dept Chair - Elementary	4,380	-1,637,428	Must reduce additional	39,950
Additional expense	Create a Softball Program at John Muir	5,000	-1,632,428	Must reduce additional	44,950
Additional expense	Assistant girls swim coach at East for the JV team	3,566	-1,628,862	Must reduce additional	<b>48,516</b>

# Budget Reconciliation Planning

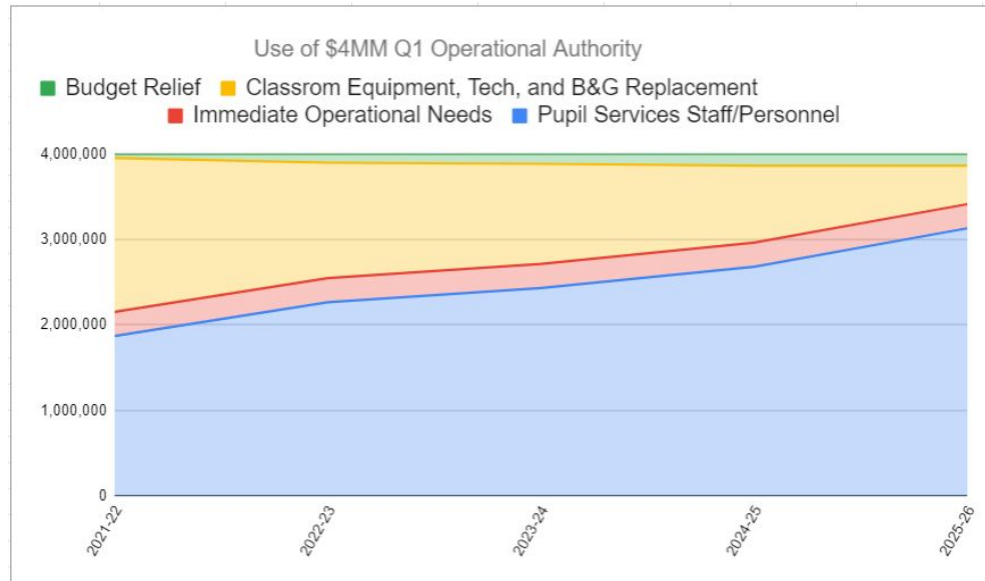


		April 26, 2021	Target ----->	-1,677,377		
Type	Abbreviated Description	Request/R eduction Amount	Running Net Total of Requests/Re ductions	Running Comentary		
Additional expense	Assistant girls swim coach at East for the JV team	3,566	-1,628,862	Must reduce additional	48,516	
Revenue generation	Successful Operational Referendum	-4,000,000	-5,628,862	May add additional	3,951,485	
Additional expense	Pupil Services Staffing in All Elem Schools	1,900,000	-3,728,862	May add additional	2,051,485	11
Additional expense	Short Term Tech Assets	750,000	-2,978,862	May add additional	1,301,485	
Additional expense	Short Terms B&G Assets	750,000	-2,228,862	May add additional	551,485	
Additional expense	Alt High Add'l Expenses	100,000	-2,128,862	May add additional	451,485	
Additional expense	Referendum Funded Equipment Replacement	300,000	-1,828,862	May add additional	151,485	
Additional expense	Raptor Visitor Management System (Annual Fee)	12,000	-1,816,862	May add additional	139,485	
Additional expense	Support for underfunded budgets, preserve for matching grants, other	188,000	-1,628,862	Must reduce additional	48,516	

# Additional Revenue Limit Authority Use Planning



- Use of additional revenue limit authority is determined by the referendum question itself along with what we shared with the public prior to the referendum
- Additional pupil services staff costs will take several years to fully develop before stabilizing



# Budget Reconciliation Planning



		April 26, 2021	Target ----->	-1,677,377		
Type	Abreviated Description	Request/R eduction Amount	Running Net Total of Requests/Re ductions	Running Comentary		
Additional expense	Support for underfunded budgets, preserve for matching grants, other	188,000	-1,628,862	Must reduce additional	48,516	
Revenue generation	ESSER II,III Grant Funding	-4,016,871	-5,645,733	May add additional	3,968,356	13
Additional expense	WAVE expansion and integration (2.8 FTE)	242,371	-5,403,362	May add additional	3,725,985	
Additional expense	HS Accelerated Learning Recovery Programming Creation (4.2 FTE)	363,556	-5,039,806	May add additional	3,362,429	
Additional expense	MS Accelerated Learning Recovery Programming Creation (Houses) (8.0 FTE)	692,488	-4,347,318	May add additional	2,669,941	
Additional expense	GEDO2 Graduation Pathway (GEDO2) (1.0 FTE)	86,561	-4,260,757	May add additional	2,583,380	
Additional expense	Additional HS Level Staffing Need to meet registration requests (4.8 FTE)	415,493	-3,845,264	May add additional	2,167,887	
Additional expense	Spec Ed Staffing (2.5 FTE)	216,403	-3,628,862	May add additional	1,951,485	
Additional expense	ESSER II,III Qualifying Expenses (not listed above anywhere)	2,000,000	-1,628,862	Must reduce additional	48,516	

# Federal Relief Fund Use Planning



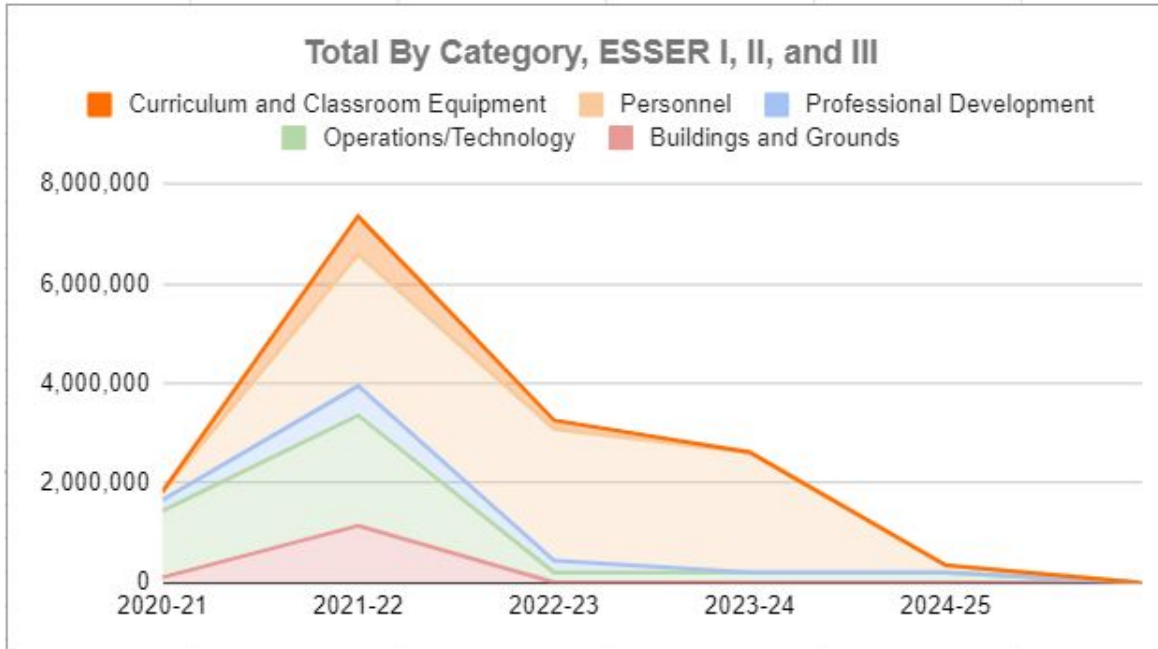
- Three different components of Federal relief funding
  - ESSER I, \$1.3 million
    - Applied to expenses incurred during 2020-21 school year
  - ESSER II, \$4.7 million
    - Will be the next to access for pandemic related costs incurred during 2020-21 and 2021-22 school years
  - ESSER III, \$10.5 million estimated
    - Total amount allocated has yet to be determined, use of funds is least restrictive with the latest run-out date with at least 20% of funds are used by each district for learning recovery

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# Federal Relief Fund Use Planning



- All ESSER funds are non-recurring in nature
- As such, care must be taken to reduce the long-term dependence on this source of funding
- The below profile is a conceptual strategy that will guide our way in doing so



# Budget Reconciliation Planning



		April 26, 2021	Target ----->	-1,677,377		
Type	Abreviated Description	Request/R eduction Amount	Running Net Total of Requests/Re ductions	Running Comentary		
Additional expense	ESSER II,III Qualifying Expenses (not listed above anywhere)	2,000,000	-1,628,862	Must reduce additional	48,516	
Assumption modification	More favorable state budget	-2,000,000	-3,628,862	May add additional	1,951,485	
Expense reduction	Move ESSER expenses in this reconciliation plan to regular budget, thus reducing the need to find an alternative revenue source for these expenses. Could combine this strategy with brining back reductions in staff in areas of enrollment growth.	2,016,871	-1,611,990	Must reduce additional	65,387	

# Recommended Motion



- To recommend to the full Board the 2021-2022 budget reconciliation plan as presented.

**Wausau School District  
415 Seymour Street  
P.O. Box 359  
Wausau WI 54402-0359  
715-261-0500**

**[www.wausauschools.org](http://www.wausauschools.org)**

[Facebook.com/WausauSchDist](https://www.facebook.com/WausauSchDist)

[Twitter.com/WausauSchDist](https://twitter.com/WausauSchDist)

[Instagram.com/WausauSchDist](https://www.instagram.com/WausauSchDist)

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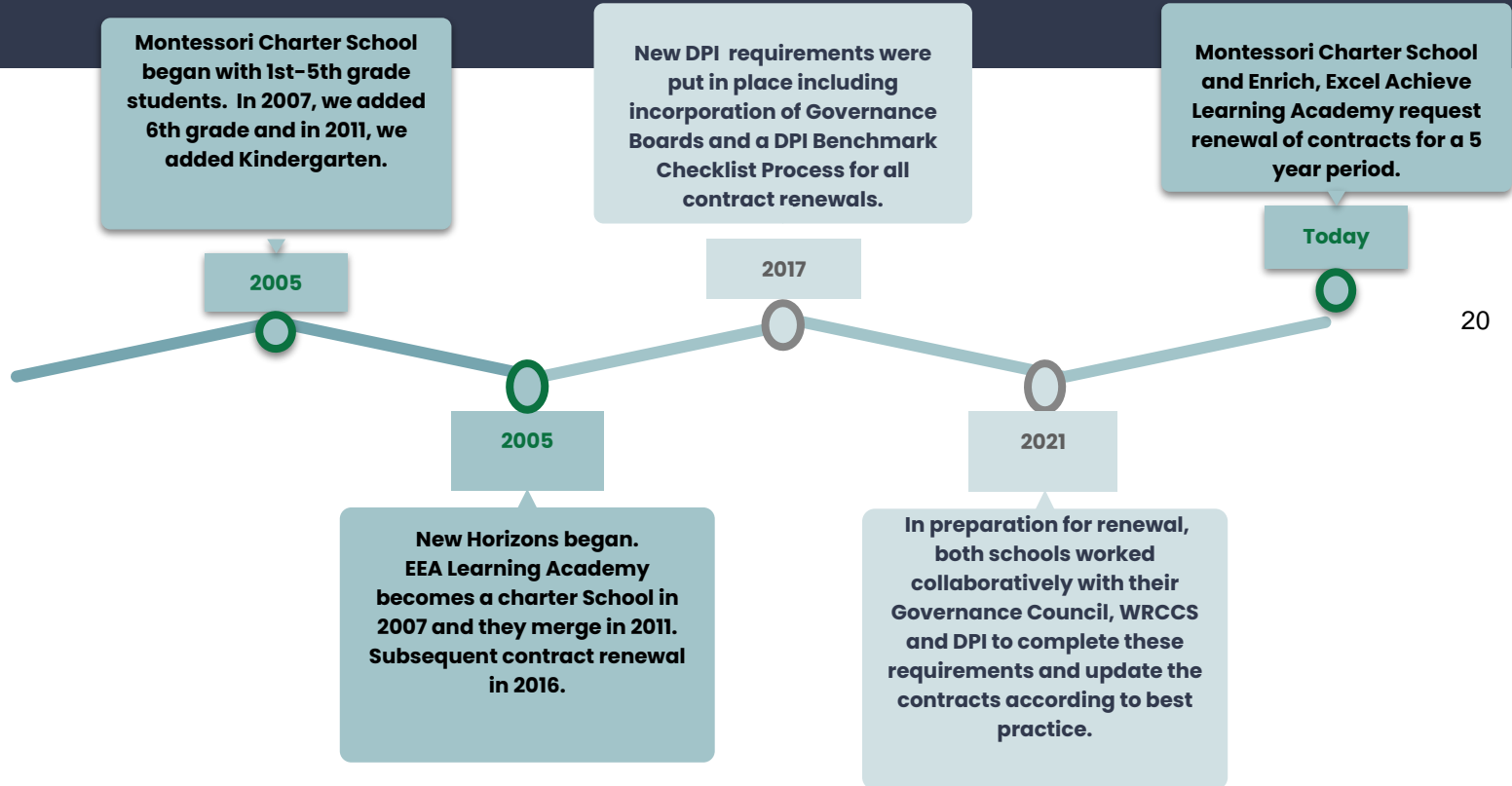


**Our Mission ... To advance student learning, achievement, and success.**

# Charter Contract Renewals

Montessori & EEA Learning Academy

# Charter School Contract Renewal Changes:



# Habit 4: Think Win-Win



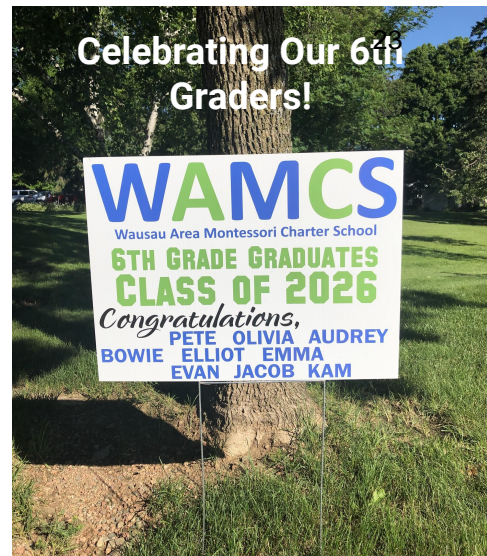
# Welcome to Montessori!

## We celebrate:

- Large class sizes (28-35)
- Leadership opportunities for children at all levels
- Experiential learning - allows each child to learn about self while engaging in learning experiences
- Practical Life teaches children real-life skills (builds concentration, establishes order)
- Focus on nature, community, and helping children understand their importance in our world.

## Children and families enjoy:

- Multi-Age classrooms
- Differentiated follow up work
- Interconnected curriculum areas <sup>22</sup> allow for creativity, communication, collaboration, and critical thinking (4Cs)
- Our curriculum expectations are the same as the conventional elementary and middle schools (Common Core State Standards).





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# An introduction to EEA Learning Academy

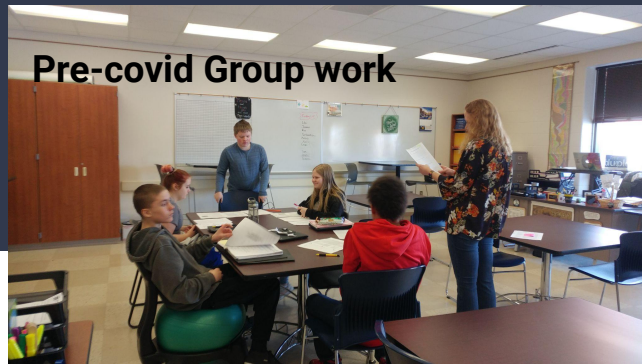


Washington D. C.  
summer 2019



Annual Bike Trip to Green Bay

Pre-covid Group work



At home pizza party during remote learning



Annual Camp Tesomas Trip

Annual Tea



Rise Up partnership to create the mural on the WOW bldg.

Family Night



# Questions?

Thank you for your time and attention to our contract renewals:

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Elizabeth Channel  
Head of School  
Wausau Area Montessori Charter School  
[echannel@wausauschools.org](mailto:echannel@wausauschools.org)  
(715) 261-0795

Dr. Shannon Young  
Principal  
Enrich, Excel, Achieve Learning Academy  
[syoung@wausauschools.org](mailto:syoung@wausauschools.org)  
(715) 261-0636

## Action Requested:

Motion: To move the 5-year charter contracts for Wausau Area Montessori Charter School and Enrich, Excel, Achieve Learning Academy to the full board for approval at the next regular board meeting<sup>28</sup> so these two schools can continue to serve students in the Wausau School District.

**CHARTER SCHOOL CONTRACT**  
**RENEWING THE**  
**WAUSAU AREA MONTESSORI CHARTER SCHOOL**

BY

THE WAUSAU SCHOOL DISTRICT  
Board of Education  
Wausau, Wisconsin

AND

The Wausau Area Montessori Charter School

CHARTER SCHOOL CONTRACT BETWEEN

THE BOARD OF EDUCATION OF THE  
WAUSAU SCHOOL DISTRICT

AND

THE WAUSAU AREA MONTESSORI CHARTER SCHOOL

This Renewal Contract is made this \_\_\_\_\_, by and between the Board of Education of the Wausau School District, 415 Seymour Street, PO Box 359, Wausau, WI 54402, and the Wausau Area Montessori Charter School (also known as WAMCS), 3101 N 13th St, Wausau WI 54401.

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

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

**Whereas**, on June 13th, 2016, the Board of Education of the Wausau School District approved the District's entering into this current Contract with the WAMCS;

**Whereas**, the Wausau School District has established an official to serve as the District's administrator to implement the provisions of s. 118.40, *Wisconsin Statutes*, and to carry out the District's oversight responsibilities under the statute; and

**Whereas**, it is the intention of the Board of Education of the Wausau School District to create educational partnership with WAMCS to bring quality educational services to the children of the Wausau School District, pursuant to the provisions of s. 118.40, *Wisconsin Statutes*; and

**Whereas**, the Parties (as defined below) have successfully negotiated this Contract as a charter school contract in accordance with s. 118.40, *Wisconsin Statutes*, and in particular, the provisions specified under sub. (1m)(b) 1. to 15, and

**NOW THEREFORE**,

- A. As contemplated under s. 118.40, *Wisconsin Statutes*, the Board of Education of the Wausau School District, hereby wishes to continue the Charter School known as the WAMCS.
- B. The Superintendent, on behalf of and with the approval of the Board of Education of the Wausau School District, hereby continues this Contract with the WAMCS,

and thus hereby authorizes the continued operation of the Charter School commensurate with its policies and state statutes; and

- C. In consideration of this charter, the Superintendent, on behalf of the Board of Education of the Wausau School District and the WAMCS (each as defined below), hereby agree as follows:

## **ARTICLE ONE**

### **DEFINITIONS**

Section 1.1 Certain Definitions. 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) “Applicable Law” means all federal, state, and local law now or in the future applicable to Wisconsin charter schools.
- (2) “School Board” or “Board of Education” means the Board of Education of the Wausau School District.
- (3) “Superintendent” means the Superintendent of Schools of the Wausau School District or any designee of the Superintendent.
- (4) “Office” means the Office of the Wausau School District Education Department, and for the purposes of this contract, is a designee of the Superintendent.
- (5) “Charter School” and “School” mean a school to be known as the WAMCS, which is an instrumentality under the control of the Wausau School District.
- (6) “Day” shall mean calendar day,
  - 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.
- (7) “Department” means the Department of Public Instruction of the State of Wisconsin.

- (8) “District” means the Wausau School District, as well as any successor to it that may have jurisdiction over or statutory duties with respect to the Charter School.
- (9) “Governance Council” means the Governance Council of the WAMCS.
- (10) “Parties” means the Board of Education of the Wausau School District and the Governance Council, through their designated representatives.

**ARTICLE TWO**

**PARTIES, AUTHORITY, AND RESPONSIBILITIES**

Section 2.1 The Parties to this Contract are the Board of Education and the Governance Council.

Section 2.2 Board of Education.

- (1) Under the authority of s. 118.40, *Wisconsin Statutes*, the Wausau School District, with the approval of the Board of Education, hereby grants to the Governance Council a charter to operate a Charter School under the terms and conditions of this Contract.
- (2) On behalf of the Wausau School District, the Superintendent, or his/her designee, shall exercise all oversight responsibilities as set forth in this Contract.

Section 2.3 Governance Council. The Governance Council of the WAMCS is responsible and accountable for performing the duties and responsibilities associated with the Charter School established under this Contract.

Section 2.4 The Parties agree that the establishment of the Charter School as an instrumentality of the Wausau School District shall have no additional or unique effect on the general liability obligations of the Wausau School District other than as to those obligations specifically undertaken by the District herein.

**ARTICLE THREE**

**OBLIGATIONS OF GOVERNANCE COUNCIL UNDER SECTION 118.40, WISCONSIN STATUTES**

Section 3.1 With regard to the requirements for Charter Schools set forth in s.118.40(1m)(b)1.to 15., *Wisconsin Statutes*, Governance Council hereby agrees

to operate the Charter School in substantial compliance with all of the following specifications:

- (1) **Superintendent of Schools**, on behalf of the Board of Education of the Wausau School District, seeks to continue the WAMCS as an instrumentality within the Wausau School District.
- (2) **Governance.** The Charter School Governance Council will consist of no fewer than five (5) nor more than nine (9) members (not including ex-officio members), each serving a two-year term. The Council shall include, but is not limited to, parent(s) of students, a Montessori guide, and community member(s). The WAMCS Principal will serve as a standing, ex-officio, non-voting, member of the Council. In addition, an administrative liaison, assigned to the Charter School by the Superintendent in consultation with the Governing Council, will be a non-voting member of the Governing Council. In accordance with Wisconsin statute “no more than a minority of the Governing Board members may be employees of the Charter school or employees or officers of the school District.”

The Charter Council will meet monthly, and an Annual Meeting will be held in the second semester of each year. Voting council members may serve three two-year terms, staggered so that no all member’s terms expire in a given year. If a member would like to serve in furtherance of the three two-year terms, the member would be eligible to reapply for membership for an additional two-year term, following a one-year absence from the council. This additional term may not be renewed. The Charter School will also make reports to the Board of Education as may reasonably be requested.

The Governing Council shall oversee the operational, financial, educational and collaborative aspects of the WAMCS.

The Governing Council shall have the autonomy and decision making authority over:

- a) Calendar and daily schedule
- b) Curriculum and instruction
- c) Policies and procedures specifically unique to the daily operations of the WAMCS that are not addressed in the existing Wausau School District policies
- d) Marketing, registration, and enrollment in conjunction with District personnel

- e) Charter School operations and procedures which incorporate Montessori best practices.
- f) To receive and disburse funds for school purposes.
- g) To secure appropriate insurance.
- h) 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.
- i) To incur debt in reasonable anticipation of the receipt of funds.
- j) To pledge, assign, or encumber its assets to be used as collateral for loans or extension of credit.
- k) To solicit and accept gifts or grants for school purposes.
- l) To acquire real property for its use.
- m) To sue or be sued in its own name.

- (3) **Administration:** Daily administration of the WAMCS will be the responsibility of the Charter School staff and principal working together as a collaborative team. The Superintendent's designee will serve as the administrative liaison between the district and the Charter School Principal and staff.

The Principal of the WAMCS shall be responsible for the following:

- (a) Evaluation of all WAMCS staff. Staff shall be evaluated for job performance as required by the District.
- (b) With input from the staff, determine staff schedules based on instructional priorities established in cooperation with the Governance Council.
- (c) Perform budget management responsibilities and provide monthly budget reports to the Governance Council.
- (d) Provide leadership to the charter school staff in cooperation with the Governance Council in developing appropriate curriculum.
- (e) Provide program support, training, and program evaluation

functions.

- (f) In consultation with the Governance Council, oversee operations and conduct evaluations of WAMCS performance on behalf of the District, with responsibility for compliance commensurate with the terms of this Charter.

The Principal of the Charter School, with the support and advice of the Office, shall oversee the day-to-day operational, financial, educational, and collaborative aspects of the Charter School. The Charter School Governance Council shall be kept apprised of the operational, financial, educational, and collaborative aspects of the Charter School through monthly reports to the Governance Council.

**(4) Teachers**

- (a) All Charter School Teachers will hold valid Wisconsin Department of Public Instruction (DPI) licensure that is appropriate for the grade level. In addition, age-appropriate Montessori certification should begin within two years of employment. WAMCS staff members will remain employees of the Wausau School District and will retain all rights, privileges, and status as other staff members of the Wausau School District. All school staff members will be employees of the Wausau School District, will follow all employee practices and policies of the District, and will be subject to the appropriate contractual agreements negotiated by the District with its employee groups. Exceptions to any such policies, practices, or agreements must be reached with the District prior to implementation of the change.
- (b) When WAMCS vacancies occur, the Governing Council will collaborate with the Wausau School District to fill the vacancy. Staff vacancies will be filled through a process that includes a WAMCS team interview and approval of the Governing Council. Final recommendations will be made to the Director of Human Resources, the Superintendent, and the Board of Education.
- (c) The number of teachers and staff members assigned to the School will be determined by the District in consultation with the School and will be determined no later than April 15 of the preceding school year. Staff members are subject to the provision of the WSD Employee Handbook .
- (d) Staff shall be evaluated for job performance as required by the District. The Principal will conduct such evaluations.

- (5) **Mission:** The WAMCS will feature a Montessori child development curriculum consistent with the instructional and educational theories of Maria Montessori. The mission of the WAMCS is to use Montessori principles, including experiential learning and individualized instruction. We help students to achieve academic success, advance their awareness of self, encourage their responsibility to and for each other, and guide them to work together towards improving their community and the larger world.

Strategic Goal #1: To grow the availability of Montessori education in the Wausau community.

Strategic Goal #2: To provide the optimal prepared environment that supports our mission and can accommodate the school's growth while maximizing community involvement.

Strategic Goal #3: To affirm our commitment to the whole child (social/emotional/behavioral/academic), while honoring our commitment to meeting educational standards.

Strategic Goal #4: To engage parents and the larger community as active partners in student success.

The objectives of the Charter School are to:

- (a) Attract, develop and retain certified, Montessori-trained teaching staff.
- (b) Meet each student's developmental needs.
- (c) Connect each student to his/her learning environment by providing concrete educational experiences.
- (d) Communicate with each child to encourage mutual respect and intrinsic motivation.
- (e) Reinforce learning by providing opportunities for students to demonstrate and share their knowledge with other students.
- (f) Create community by overseeing constructive problem-solving, and by building healthy, long-term interpersonal relationships.
- (g) Encourage students to make good choices with work time.
- (h) Invite families to participate in the educational process.

- (i) The Charter School will utilize techniques and strategies that allow and assist individual students as they grow, develop, and discover themselves and their environment (*s. 118.01, Wisconsin Statutes*). Such techniques and strategies include, but are not limited to:
- i. Multi-age classrooms
  - ii. Highly trained and qualified Montessori certified and state licensed instructors
  - iii. High standards of academic excellence
  - iv. Carefully prepared environments
  - v. Teachers as facilitators of learning
  - vi. Children learning directly from the environment, other children, and teachers
  - vii. Integrated subjects and curriculum
  - viii. Uninterrupted periods of work and instructional time for students
  - ix. Curriculum which address multiple intelligences
  - x. Discipline model that focuses on the child developing the skills needed for control/self control.

(6) **Students Served:**

The Charter School will provide an opportunity for a Montessori education in multi-age classrooms for students in grades K-6.

(7) **Location:**

The Charter School will be located in a District owned facility or in a suitable leased facility located within the geographic boundaries of the District, upon mutual agreement of the District and the Charter School Governance Council.

(8) **Student Academic Performance and Progress**

- (a) As required by chapters 118 and 121, *Wisconsin Statutes*, the Charter School shall, on behalf of the District, administer the examinations under ss. 118.30(1m) and 121.02(1)(r) to all pupils enrolled in WAMCS and will report results to the District in the required format.

- (b) With respect to examinations required under ss. 118.30(lm) and 121.02(1)(r), the Parties hereby agree that, the Governance Council may develop or adopt any of its own assessment(s) (in addition to the Department's examination(s)) for administration to the District's pupils, and/or the Charter School's students.
- (c) Assessments will include any performance evaluation required by the DPI and/or deemed necessary by the District and Governance Council.
- (d) Common achievement measures used to measure performance will include any state required assessments and those determined by the Principal and WAMCS Staff and approved by the WAMCS Governance Council.

(9) **Other obligations of the Governance Council under section 118.40 Wisconsin Statutes:**

- (a) The Charter School will follow all health and safety guidelines, policies, and rules, established now or in the future, by the Wausau School District. This will include, but is not limited to, staff development and training, conducting fire drills, severe weather shelter drills, development of a building security plan, and addressing cleanliness of the site and classrooms.
- (b) Enrollment in the Charter School is open to all students in the Wausau School District or those applying under the State of Wisconsin's Open Enrollment Program. It is intended that the racial and ethnic balance at the school reflect the racial and ethnic balance of similar grade levels in the District. Application and enrollment information is available in Hmong and Spanish, our two major language groups, in addition to English.
- (c) The requirements for new student admission to the School at the beginning of the school year: Any student wishing to attend the School may make application for the WAMCS according to timelines published by the School. If the number of persons seeking admission exceeds the capacity of the open seats available, then a lottery shall be conducted to select the individuals who will be assigned the open seats.
- (d) The Charter School will not be required to admit any student who is under a current expulsion order from a school district.
- (e) Under s. 118.40(6), *Wisconsin Statutes*, no pupil may be required to attend the Charter School. Students who reside in the District

and do not wish to attend the Charter School remain eligible to attend other schools within the District subject to attendance areas defined by the District or may apply for admission to another school district through the open enrollment program.

(10) **Annual Audit**

The District may review the financial practices of the School at any time and may request reasonable reports from the School with due notice. All financial operations of the School must be in accordance with the District's policies, practices, and rules, unless expressly granted a waiver from them by the District.

(11) The WAMCS is an instrumentality of the Wausau School District and as such is covered under the District's general liability policy.

Section 3.2 Nonsectarian Practices. The Charter School shall be nonsectarian in all its programs, admissions policies, employment practices, and all other operations.

Section 3.3 Tuition. To the extent provided in Chapter 118.40, *Wisconsin Statutes*, the Charter School shall not charge tuition.

Section 3.4 Anti-discrimination. The Charter School may not discriminate in admission or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, gender identity, sexual orientation, or physical, mental or emotional learning disability.

## **ARTICLE FOUR**

### **ADDITIONAL OBLIGATIONS OF THE GOVERNANCE COUNCIL**

The Governance Council hereby covenants to undertake the following:

Section 4.1 Compliance with Applicable Law. The Charter School shall comply with Applicable Law, which may change from time to time and which may include, but is not limited to:

- (1) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d2000d7;
- (2) Title IX of the Education Amendments of 1972, 20 U.S.C. ss. 1681 et seq.;
- (3) Age Discrimination Act of 1985, 42 U.S.C. ss. 6101 et seq.;
- (4) Sec. 504 of the Rehabilitation Act of 1974, 29 U.S.C. s. 794 and the Americans with Disabilities Act, 42 U.S.C. ss. 1210112213.

- (5) Individuals with Disabilities Education Act, 20 U.S.C. ss. 14001485 et seq.
- (6) 20 U.S.C. s. 1232(g) of the General Education Provisions Act, 20 U.S.C. ss. 12211234i;
- (7) Drug-Free Workplace Act, 41 U.S.C. 701 et seq.;
- (8) Asbestos Hazard Emergency Response Act, 15 U.S.C. ss. 26412655;
- (9) December 2015 Reauthorization of the Federal Elementary and Secondary Education Act of 1965 now referred to as the Every Student Succeeds Act.

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

To the extent that the Every Student Succeeds Act is applicable to the Charter School, the School agrees that they will comply with the responsibilities and obligations of the accountability provisions as specified under the Every Student Succeeds Act.

Section 4.2 Non-profit Status. The Charter School shall be created, maintained, and operated by the District under chapter 118, *Wisconsin Statutes* and under contract with the WAMCS Governance Council.

Section 4.3 Background Screening. The Charter School’s employees and volunteers engaged at the School as teachers or otherwise having access to pupils, shall be subject to background screening through state and federal agencies, as deemed appropriate by the District policy, Section 4.4.

Section 4.4 Employment of Personnel. The District or its agents or designees shall contract with personnel in accordance with all state law requirements, regarding certification and qualifications of employees of public schools, including but not limited to ss. 118.19 and s. 121.02, *Wisconsin Statutes*, certification of school personnel. Teaching personnel shall have acquired or will begin seeking Montessori Certification within two years of employment.

Section 4.5 Charter School Budget:

The District shall provide the School with an operational budget. The School shall then submit a plan for the expenditure of said funds showing the District its best estimate of its proposed total expenditures and liabilities for administering the Contract during the upcoming period of July 1 to June 30. Operational funds shall be available to the Charter School at the same time and in the same manner they are made available to other schools within the District.

District Obligation. In return for the state aids generated by the Charter School, the District agrees to provide an annual per student allotment for each student enrolled as of the third Friday of September. The District in accordance with its established policies and contractual agreements will pay all salaries and benefits for WAMCS employees.

Section 4.6 Student Activities' and Rental Fees:

The Charter School may assess reasonable pupil fees in accordance with District policies for activities such as field trips and extracurricular activities, which shall not exceed the actual cost to provide such activities. The Charter School may not, however, prohibit an enrolled pupil from attending the Charter School, or expel or otherwise discipline such pupil, or withhold or reduce the pupil's grades because the pupil has not paid fees permissibly charged under this Section.

Section 4.7 Transportation:

Transportation options will be provided to the Montessori families who reside within the Wausau School District.

Section 4.8 Inspection of Charter School Facilities:

The Charter School shall permit any designee(s) of the Superintendent to visit or inspect the Charter School facilities at any time during the term of this Contract, provided that such inspection shall not materially interfere with the orderly and efficient operation of the Charter School.

Section 4.9 Access to Charter School Records. Subject to Applicable Law, all Charter School records, including student records, will be maintained and retained in compliance with Board policy. The Governance Council shall grant any designee(s) of the Superintendent upon reasonable notice the right to reasonably inspect and copy at cost any and all Charter School records and documents, including but not limited to pupil records, at any time within normal business hours during the term of this Contract; provided, however, that such inspection shall not materially interfere with the orderly and efficient operation of the Charter School or otherwise unduly burden the staff of said school.

Section 4.10 School Year Calendar:

The Charter School calendar for each school year shall adhere to the opening and closing dates of the Wausau School District's adopted calendar. Other dates of operation should be submitted to the District for notification purposes.

Section 4.11 Grant Applications:

The Charter School shall comply with District procedures for the preparation and submission of grant applications and submit to the Office copies of any

applications for grants made on behalf of the Charter School at the time the application is submitted to the funding authority.

Section 4.12 Duration of Contract:

This contract will be for a period of five years, to be renewed by mutual agreement of the Parties. The Charter School will report to the Board of Education on a yearly basis to share data on academic progress and provide an update on the WAMCS.

**ARTICLE FIVE**

**JOINT RESPONSIBILITIES OF THE PARTIES**

The Parties agree to take the following actions:

Section 5.1 Performance Evaluation of Certain Subjects:

- (1) The District shall evaluate the performance of the Charter School in the areas of leadership, strategic planning, student, stakeholder and market focus, information and analysis, process management, and organizational performance results.
- (2) The Charter School shall provide to the Office the following required reports, at the times described below:

School Improvement Plan. The Charter School will provide a School Improvement Plan to the Office by July 1. The plan should specify the mission and vision of the school, identify the target population of students, and establish strategic goals for the development of the school. The Charter School shall resubmit the strategic plan to the Office upon revision of the plan.

**ARTICLE SIX**

**NOTICES, REPORTS, AND INSPECTIONS**

Section 6.1 Notice of Annual Budget:

The Charter School shall provide the Office with a copy of the proposed annual Charter School budget for the upcoming academic year immediately preceding the beginning of each such academic year. Reconciliation of the budget must meet with approval of both parties.

Section 6.2 Other Notices:

- (1) Agendas and Meetings. The Charter School shall provide to the Office agendas and notice in advance of all meetings of the Charter School Governance Council and will comply with all open meeting requirements as set forth by the State of Wisconsin.
- (2) Governmental Agencies. The Charter School shall immediately notify the Office when the Charter School receives any correspondence from the Department or the United States Department of Education or Office of Civil Rights, or other governmental agency that requires a formal response, except that no notice shall be required of any routine or regular, periodic mailings.
- (3) Legal Actions. The Charter School shall immediately report to the Office 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 6.3 Certain Reports:

The Governance Council 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 SEVEN**

### **MISCELLANEOUS PROVISIONS**

Section 7.1 Code of Ethics:

A member of the School Board, the Governance Councils, and any member of the Charter School Governance Council of the Charter School directly related to the implementation of the terms and conditions of this Contract, (together “the board members”) shall be subject to the following code of ethics:

“Anything of value” means any money or property, favor, service, payment, advance, forbearance, loan, or promise of future employment, but does not include compensation paid by the Governance Council for the services as member of the Governance Council, or expenses paid for services as a Board member, or hospitality extended for a purpose unrelated to Charter School business.

“Immediate family” means a Board member’s spouse and any person who receives directly or indirectly, more than one half of his/her support from a Board

member or from whom a Board member received, directly or indirectly, more than one half of his/her support.

- (1) No Board member may, in a manner contrary to the interests of the Charter School, use or attempt to use his/her position or Charter School property, including property leased by the Charter School, to gain or attempt to gain anything of substantial value for the private benefit of the Board member, his/her immediate family or any organization with which the Board member is associated.
- (2) No Board member may solicit or accept from any person or organization anything of value pursuant to an express or implied understanding that his/her conduct of Charter School business would be influenced thereby.
- (3) No Board member may intentionally use or disclose confidential information concerning the Charter School in any way that could result in the receipt of anything of value for himself/herself, for his/her immediate family or for any other person or organization with which the Board member is associated.
- (4)
  - (a) If a Board member, a member of a Board member's immediate family, or any organization with which a Board member is associated, proposes to enter into any contract or lease with the Governance Council that may within any 12 month period involve payments of \$3,000 or more derived in whole or in part from payments made pursuant to s. 118.40(2r)(e), *Wisconsin Statutes*, such Board member shall be excused from, and shall not participate in, any dealing, discussion, or other position of approval or influence with respect to the Governance Council's entering into such contract or lease; provided, however, that such Board member may be part of a discussion concerning such proposed contract or lease for the limited purpose of responding to Board inquiries concerning such contract or lease.
  - (b) Provided that the Board member is not in a position to approve or influence the Governance Council's decision to enter into such contract or lease and that the procedures set forth in s. 3.32(4)(a), *Wisconsin Statutes*, are observed, a Board member may enter into a contract or lease described in Section 7.2(4)(a) if the Board member shall have made written disclosure of the nature and extent of any relationship described in paragraph (a) immediately preceding to the Office.

Section 7.2 Exemption from Wis. Stat. chs. 115 to 121.

The Governance Council may apply for exemption from specific school laws in chs. 115 to 121, as provided in Wis. Stat. s. 118.40(7)(b), by applying for such

exemption to the District Administrator, identifying the specific statutory section for which an exemption is requested and the reasons for an exemption, what alternative policy and rule the Charter School will follow, and the requested exemption will be granted at the discretion of the District Administrator.

## **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:

- (1) The pupils enrolled in the Charter School have failed to make sufficient progress toward attaining the educational goals under s. 118.01, *Wisconsin Statutes*, or have failed to achieve the requirements of the December 2015 Reauthorization of the Federal Elementary and Secondary Education Act of 1965 now referred to as the Every Student Succeeds Act. ;
- (2) The School has failed to comply with generally accepted accounting standards of fiscal management with respect to the Charter School;
- (3) The School employees, or agents provided the District false or intentionally misleading information or documentation in the performance of this Contract; or
- (4) The Charter School has failed materially to comply with Applicable Law;
- (5) The Charter School has violated section 118.40, *Wisconsin Statutes*; or
- (6) The Governance Council defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.

#### **Section 8.2 Procedures for The District's Revocation:**

- (1) Emergency Termination or Suspension Pending Investigation. If the Superintendent determines that any of the Events of Default set forth in Section 9.1 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.

- (a) If the District shall elect to exercise superintending control pending investigation of the pertinent charge, the District shall give the School written notice of the investigation, shall commence such investigation immediately, shall permit the School fairly to address the pertinent charge, and shall thereafter complete its investigation as quickly as reasonably practicable.
  - (b) Upon completing its investigation, the District shall promptly deliver to the School in writing either a notice of immediate termination on the bases set forth in this Section 9.2, or a notice of an Event of Default and an opportunity to cure pursuant to Section 9.2(2), or a notice rejecting the pertinent charge and reinstating control of the Charter School to the District.
- (2) Non-Emergency Revocation and Opportunity to Cure. If the Superintendent 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 School shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Superintendent.
- (a) If the School shall not so cure or otherwise remedy the specified Event(s) of Default, the District may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.
  - (b) If the District shall so terminate this Contract, termination shall become effective at the end of the next academic semester scheduled for the Charter School.

## **ARTICLE NINE**

### **TERMINATION BY THE Governance Council**

#### Section 9.1 Grounds for Termination by the Charter School:

This Contract may be terminated by the Charter School under procedures in Section 9.2 if the Governance Council finds that any of the following Events of Termination have occurred:

- (1) The Charter School has insufficient enrollment to successfully operate a public school;

- (2) The Charter School has lost its right to occupy all or a substantial part of its physical plant and cannot occupy another suitable facility, at a cost deemed reasonable by the Governance Council, before the expiration or termination of its right to occupy its existing physical plant;
- (3) The District defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.

Section 9.2 Procedures for Charter School Termination of Contract:

The Charter School may terminate this Contract according to the following procedures:

- (1) Notice. If the Charter School determines that any of the Events of Default set forth in Section 9.1 has occurred, the School shall notify the Superintendent 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) As to the Event(s) of Termination set forth in Sections 9.1(1)(2), the Superintendent may conduct a preliminary review of the alleged bases for termination to ensure that such bases are bona fide. Such review shall be completed promptly and, within 30 days after the Superintendent receives the Charter School's notice, the Superintendent shall deliver to Charter School a notice either approving the School's requested termination or denying the same on the grounds that the asserted bases for termination are not in fact bona fide.
  - (b) If such results of the review and the Superintendent's determination are not delivered to the Charter School in writing within 30 days after the Superintendent receives the notice, the School's notice shall be deemed an approved basis for termination.
- (3) Automatic Termination. As to the Event(s) of Termination set forth in Section 9.1, termination shall be effective on the date set forth in the Charter School's notice under Section 9.2(1).

Section 9.3. Final Accounting. Upon termination of the Contract, the School 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 School's annual audits and statements under Section 3.1(11) of this Contract.

## **ARTICLE TEN**

### **TECHNICAL PROVISIONS**

#### Section 10.1 Term of Contract:

The term of this Contract shall commence on the date of the execution of this Contract and continue until July 31, 2021. During the fourth full academic year of this Contract the District shall conduct a review of the Charter School's performance to date. The District shall specify in writing for the Charter School the subjects of the review at least three (3) months prior to the beginning of the fourth full school year of the operation of the Charter School under this contract. The District shall complete the review and shall issue a written report by the end of the fourth full school year of the Contract. Results of the review shall serve as the basis for the District to determine whether it will negotiate another Contract with the Charter School.

The District shall complete the review and shall issue a written report by the end of the fourth full school year of the Contract. The Charter School shall have the opportunity to rectify any negative issues identified through the review. Results of the review, any corrective plans made to address negative issues, and the results obtained through implementation of such plan shall serve as the basis for the District to determine whether it will negotiate another Contract with the Charter School.

#### Section 10.2 Applications of Statutes:

If, after the effective date 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 on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 10.6 Entire Agreement:

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.

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 a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 10.9 Force Majeure:

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. 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 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 Area Montessori Charter School  
3101 N 13th St  
Wausau WI 54403

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.

FOR THE WAMCS:

FOR THE WAUSAU SCHOOL DISTRICT:

\_\_\_\_\_  
Name

\_\_\_\_\_  
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**CHARTER SCHOOL RENEWAL CONTRACT**

**For the**

**WAUSAU SCHOOL DISTRICT**  
**ENRICH, EXCEL, ACHIEVE LEARNING ACADEMY**

**BY**

**THE WAUSAU SCHOOL DISTRICT**  
**Board of Education**  
**Wausau, Wisconsin**

**AND**

**ENRICH, EXCEL, ACHIEVE LEARNING ACADEMY**  
**GOVERNANCE COUNCIL, INC.**

**July 1, 2021-June 30, 2026**  
**CHARTER SCHOOL CONTRACT BETWEEN**

**THE BOARD OF EDUCATION OF THE**  
**WAUSAU SCHOOL DISTRICT**

**AND**

**ENRICH, EXCEL, ACHIEVE LEARNING ACADEMY**  
**GOVERNANCE COUNCIL, INC.**

This Contract is intended to renew a contract originally made on the 1<sup>st</sup> day of August, 2007 by and between the Board of Education of the Wausau School District, 415 Seymour Street, P.O. Box 359, Wausau, WI 54402-0359, (“BOE-WSD”) and the Wausau School District Enrich, Excel, Achieve Learning Academy (also known as EEA).

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

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

**Whereas**, on August 1, 2007, the Board of Education of the Wausau School District approved the District's entering into this Contract with Wausau Enrich, Excel, Achieve Learning Academy;

**Whereas**, the Wausau School District has established an official to serve as the District's administrator in implementing the provisions of s. 118.40, *Wisconsin Statutes*, and to carry out the District's oversight responsibilities under the statute; and

**Whereas**, it is the intention of the Board of Education of the Wausau School District to create educational partnership with EEA to bring quality educational services to the children of the Wausau School District, pursuant to the provisions of s. 118.40, *Wisconsin Statutes*; and

**Whereas**, the Parties (as defined below) have successfully negotiated this Contract as a charter school contract in accordance with s. 118.40, *Wisconsin Statutes*, and in particular, the provisions specified under sub. (1m)(b) 1. To15.

**NOW THEREFORE,**

- A. As contemplated under s. 118.40, *Wisconsin Statutes*, the Board of Education of the Wausau School District, hereby seeks to continue the Charter School to be known as the Wausau Enrich, Excel, Achieve Learning Academy.
- B. The Superintendent, on behalf of and with the approval of the Board of Education of the Wausau School District, hereby establishes this Contract with the Wausau Enrich, Excel, Achieve Learning Academy Governing Board, and thus hereby authorizes the continued operation of the Charter School commensurate with its policies and state statutes; and
- C. In consideration of this charter, the Superintendent, on behalf of the Board of Education of the Wausau School District and the Wausau Enrich, Excel, Achieve Learning Academy, hereby agree as follows:

**ARTICLE ONE**

**DEFINITIONS**

Section 1.1 Certain Definitions. 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) "Applicable Law" means all federal, state, and local law now or in the future applicable to Wisconsin charter schools.

- 2) "School Board" or "Board of Education" means the Board of Education of the Wausau School District.
- 3) "Superintendent" means the Superintendent of Schools of the Wausau School District or any designee of the Superintendent.
- 4) "Office" means the Office of Charter Schools in the Wausau School District, and for the purposes of this contract, is a designee of the Superintendent.
- 5) "Charter School" and "School" mean a school to be known as the "Wausau Enrich, Excel, Achieve Learning Academy," which is an instrumentality under the control of the Wausau School District.
- 6) "Day" shall mean calendar day,
  - 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.
- 7) "Department" means the Department of Public Instruction of the State of Wisconsin.
- 8) "District" means the Wausau School District, as well as any successor to it that may have jurisdiction over or statutory duties with respect to the Charter School.
- 9) "Charter School Operator" means the EEA Learning Academy Governance Council.
- 10) "Parties" means the Board of Education of the Wausau School District and the Charter School Operator, through their designated representatives.

**ARTICLE TWO  
PARTIES, AUTHORITY, AND RESPONSIBILITIES**

Section 2.1 The Parties to this Contract are the Board of Education and the Charter School Operator.

Section 2.2 Board of Education.

1) Under the authority of s. 118.40, *Wisconsin Statutes*, the District, with the approval of the Board of Education, hereby grants to Charter School Operator a charter to operate a Charter School under the terms and conditions of this Contract.

2) On behalf of the District, the Superintendent, or his/her designee, shall exercise all oversight responsibilities as set forth in this Contract.

Section 2.3 Charter School Operator. Enrich, Excel, Achieve Learning Academy Governance Council, Inc. is responsible and accountable for performing the

duties and responsibilities associated with the Charter School established under this Contract.

Section 2.4 The Parties agree that the establishment of the Charter School as an “instrumentality” of the District shall have no additional or unique effect on the general liability obligations of the Wausau School District other than as to those obligations specifically undertaken by the District herein.

**ARTICLE THREE  
OBLIGATIONS OF CHARTER SCHOOL OPERATOR UNDER SECTION 118.40,  
WISCONSIN STATUTES**

Section 3.1 With regard to the requirements for Charter Schools set forth in s.118.40(1m) (b)1. to 15., *Wisconsin Statutes*, Charter School Operator hereby agrees to operate the Charter School in substantial compliance with all of the following specifications:

- 1) The Superintendent of Schools, on behalf of the Board of Education, seeks to continue the Charter School within the District.
- 2) Governance:

The Governance Council will abide by rules and regulations as set forth in the by-laws including the following:

The Governance Council shall consist of not less than five (5) and not more than fifteen (15) persons, each serving a two-year term. Representation on the Governance Council is open to teachers, parents, community members, and business representatives. The Governance Council shall be comprised of no more than forty-nine percent (49%) current employees of the Wausau School District at any one time. Two EEA staff will serve as voting members of the Governance Council. The Governance Council may have up to four (4) members who are students currently enrolled in the Charter School who will be non-voting members. In addition, an administrative liaison assigned to the Charter School by joint agreement of the Governance Council and the Wausau School District will be a non-voting member of the Governance Council.

An annual meeting of the Governance Council shall be held in September of each year. The agenda for such annual meeting will consist of the election of the new Governance Council members, the election of Officers, the approval of a tentative budget for the upcoming fiscal year, and such other business as may come before the Governance Council. In addition to the Annual Meeting, regular meetings of the Governance Council shall be held once a month from September through June, except in special circumstances.

The EEA Learning Academy Governance Council shall have autonomy and decision-making authority over:

- a. Budget expenditures of allocated budgets, grant funds, and funds donated specifically to the Charter School
- b. Calendar and daily schedule
- c. Curriculum and instruction
- d. Policies and procedures specifically unique to the daily operations of the Charter School that are not addressed in existing District policies
- e. Marketing, registration and enrollment in conjunction with District personnel
- f. Charter School operations and procedures
- g. Staff members (except for hiring decisions as outlined below in 4a and 4b)

The EEA Learning Academy Governance Council has all the powers necessary to carry out the terms of this contract, including:

- a. Receiving and disbursing funds for school purposes
- b. Securing appropriate insurance
- c. Entering into contracts, including contracts with institutions of higher education for technical or financial assistance, academic support, curriculum review or other services
- d. Pledging, assigning or encumbering its assets to be used as collateral for loans or extensions of credit
- e. Soliciting and accepting gifts or grants for school purposes
- f. Acquiring real property for its use
- g. Suing or be sued in its own name

### 3) Administration:

Daily administration of the Charter School will be the responsibility of the EEA Learning Academy Principal, who will be a member of the District administrative leadership team and subject to the District evaluation process.

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.

### 4) Teachers

- a. All Charter School teachers will hold a valid Wisconsin Department of Public Instruction license. Charter School staff members will remain employees of the District and will retain all rights, privileges, and status as other staff members of the District and will be subject to the District Employee Handbook.

- b. When Charter School teacher vacancies occur, the Charter School Operator will collaborate with the District to fill the vacancy. Staff vacancies will be filled through a process that includes Charter School teacher representation as part of the interview team, and approval of the Governance Council. Final recommendations will be made to the Director of Human Resources, the Superintendent, and the Board of Education. The number of teachers and staff members assigned to the Charter School will be determined by the District in consultation with the Governance Council and will be determined no later than April 15 of the preceding school year.
- c. Staff shall be evaluated for job performance as required by the District. The Principal will conduct such evaluations.

5) Mission and Vision:

The mission of EEA Learning Academy is to promote student success by providing a learner-centered education built on the formation of trusting relationships.

The vision of EEA Learning Academy is students and families connected to success.

6) Students Served

The Charter School will serve students in grades 6-12.

7) Location

The Charter School will be located in a District-owned building or in a suitable leased facility located within the geographic boundaries of the District upon mutual agreement of the District and the Charter School Governance Council.

8) Student Academic Performance and Progress

- a. The educational program offered to students may be a hybrid of computer based, teacher-led and project-based school work. All school work will meet the requirements of the State of Wisconsin and the Wausau School District in terms of standards and benchmarks. Student coursework will be assigned based on the individual needs of the student within the framework established by the school.
- b. As required by chapters 118 and 121, *Wisconsin Statutes*, the Charter School shall, on behalf of the District, administer the examinations under ss. 118.30(1m) and 121.02(1)® 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.

- c. With respect to examinations under ss. 118.30(1m) and 121.02(1)(r), the Parties hereby agree that, the Governance Council may develop or adopt any of its own examinations (in addition to the Department's examination(s) for administration to the District's pupils, and/or the Charter School's students.
  - d. Assessments will include any performance evaluation required by the DPI and/or deemed necessary by the District and the Governance Council.
  - e. Academic Performance: Baseline data will be compiled through existing district, school, and classroom records prior to implementation of the educational program. Common achievement measures will be used including state required assessments. Data will be tracked for grade level cohorts, individual students and disaggregated populations of students. Student academic indicators (i.e. grade point average, credits attempted/earned) will be tracked and ongoing progress on Individual Learning Plans will be monitored.
- 9) Other obligations of the Charter School Operator under section 118.40, *Wisconsin Statutes*.
- a. The Charter School will follow all health and safety guidelines, policies, and rules, established now or in the future, by the Wausau School district. This will include, but is not limited to, staff development and training in health and safety, conducting fire drills, severe weather shelter drills, development of a building security plan, and addressing cleanliness of the site and classrooms. The Charter School shall also comply with all Applicable Laws.
  - b. Enrollment in the Charter School is voluntary and open to all students in the Wausau School District or those applying under the State of Wisconsin's Open Enrollment Program. It is intended that the racial and ethnic balance at the school reflect the racial and ethnic balance of similar grade levels in the District. Application and enrollment information will be made available in Hmong and Spanish, our two major language groups, in addition to English. Because there has been a hesitancy in the past for parents of Hmong students to enroll, outreach to local community organizations representing a diverse population, such as the local Hmong Association will occur on at least a yearly basis. Referring schools will also be reminded on a yearly basis to assess the ethnic diversity of students they refer to EEA Learning Academy.
  - c. The requirements for new student admission to the Charter School: Any student wishing to attend the Charter School and meeting enrollment criteria, may make an application according to timelines published by the Charter School. If the number of persons seeking admission exceeds the capacity of the open seats

available at the end of the open enrollment period as established by the State of Wisconsin, then a lottery shall be conducted to select the individuals who will be assigned the open seats. To be eligible for admission through this lottery placement process, individuals must have submitted complete and valid enrollment applications by the established registration date.

- i. Exemptions from the lottery shall be granted to students currently attending the Charter School and siblings of students currently attending the Charter School.
    - ii. Exemptions may be granted to children of personnel working at the Charter School or Governance Council members, not to exceed 10% of the school's total enrollment.
  - d. Students who then qualify for the lottery will be drawn by the Charter School Principal and one Governance Council member, two weeks after the registration deadline has passed.
  - e. If enrollment is not at capacity by the end of the open enrollment period and therefore does not require a lottery, students will be enrolled on a first come, first served basis.
  - f. The Charter School will not be required to admit any student who is under a current expulsion order from a school district.
  - g. Students cannot be placed at the Charter School by the District.
- 10) Exemptions from School Board Policy

The Charter School will be exempt from the following district policies:

- 3105 Budget Planning Allocation
- 5030 4<sup>th</sup> and 8<sup>th</sup> Grade Promotion
- 5520 Early Graduation
- 6100 Calendar
- 6120 Class Size Guidelines
- 6200 Program Evaluation, Development, and Implementation

11) Exemptions from Regulation Variations

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

- a. Length of School Day – Statute 120.12(15): Requires school boards to establish rules for scheduling hours in a normal school

day. The Charter School's Governance Council will establish the school's schedule.

- b. Number of Days and Hours – Statutes 121.006(2)(a) and 121.02(1)(f): Requires school districts to schedule 180 school days annually, less any days during which the State Superintendent determines that school is not held or educational standards are not maintained as a result of a strike by school district employees and requires school districts to annually schedule at least 1,137 hours of direct instruction in grades 6-12. The Charter School's Governance Council will establish a schedule for their students that accommodates those students' needs which may or may not reflect the exact number of days or hours for students cited in this statute.
- c. Library – Media Services – Statute 121.02(1)(h): Requires school districts to provide adequate instructional materials, texts and library services, which reflect the cultural diversity and pluralistic nature of American society. Instructional materials for the Charter School may include computer-based and online curriculum along with teacher led and project-based learning. A general selection of library resource material has been built through district funds and Common School Funds on a per pupil basis. Students may access any of the District's libraries, as well as the public library.
- d. Number of Clock Hours for Instruction – PI-18.05(1)(b): The number of clock hours of instruction to meet an established credit by the Board of Education may not be applicable to the Charter School's instructional design. Students set their own pace for learning. Community involvement is integral and often learning occurs in a non-traditional manner.

## 12) Annual Audit

### a) Financial:

When requested, the Charter School will submit its records for an audit by the District or by an auditing firm of the District's choosing. All audit costs associated with this review will be the responsibility of the District. The District may review the financial practices of the School at any time and may request reasonable reports from the School with due notice. All financial operations of the School must be in accordance with the District's policies, practices, and rules, unless expressly granted in a waiver from the District.

### b) Programmatic:

As the EEA Principal participates as part of the District Administration Team, and as a Title I School, the principal will

provide information at a minimum of a yearly basis to the district. This information will include attendance data, academic data including standardized testing and other assessments, as well as credit and graduation data. In addition, due to the unique nature of the student population, qualitative data on the impact of the school will be presented as well. The principal participates fully in the District Administration's yearly focus on goals related to the District's Whole Child, Whole Wausau Plan.

13) Student Actions and Behavior

Students will be held accountable for their actions and behavior at the Charter School and are expected to comply with the District's student code of conduct and applicable policies. Teachers and students will be subject to policies established by the District for maintaining decorum in the classroom and on the site in order to provide an appropriate educational and safe environment for all staff and students. Psychological and physical punishment of students is expressly not allowed.

14) Under s. 118.40(6), *Wisconsin Statutes*, no pupil may be required to enroll in the Charter School. Students who reside in the District and do not wish to attend the Charter School remain eligible to attend other schools within the District subject to attendance areas defined by the District or may apply for admission to another school district through the open enrollment program.

15) The Charter School is an instrumentality of the Wausau School District and as such is covered under the District's general liability policy. The limits of the district's general liability policy will be the same as for other schools, therefore the charter school does not carry any additional policies.

Section 3.2 Nonsectarian Practices The Charter School shall be nonsectarian in all its programs, admissions policies, employment practices, and all other operations.

Section 3.3 Tuition To the extent provided in Chapter 118.40, *Wisconsin Statutes*, the Charter School shall not charge tuition.

Section 3.4 Anti-discrimination The Charter School is a public school and shall not discriminate against any student on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, or emotional learning.

Section 3.5 Special Education Services The District will provide special education services to any qualified student in the Charter School.

**ARTICLE FOUR  
ADDITIONAL OBLIGATIONS OF THE CHARTER SCHOOL OPERATOR**

Charter School Operator hereby covenants to undertake the following:

Section 4.1 Compliance with Applicable Law. The Charter School shall comply with Applicable Law, which may change from time to time and which may 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. ss. 1681 et seq.;
- 3) Age Discrimination Act of 1985, 42 U.S.C. ss. 6101 et seq.;
- 4) Sec. 504 of the Rehabilitation Act of 1974, 29 U.S.C. s. 794 and the Americans with Disabilities Act, 42 U.S.C. ss. 12101-12213.
- 5) Individuals with Disabilities Education Act, 20 U.S.C. ss. 14001485 et seq.;
- 6) 20 U.S.C. s. 1232(g) of the General Education Provisions Act, 20 U.S.C. ss. 1221-1234i;
- 7) Drug-Free Workplace Act, 41 U.S.C. 701 et seq.;
- 8) Asbestos Hazard Emergency Response Act, 15 U.S.C. ss. 2641-2655;
- 9) Every Student Succeeds Act (ESSA) of 2015 and its implementation regulations.

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

To the extent that the Every Child Succeeds Act of 2015 (the “ESSA”) is applicable to the Charter School, the School agrees that they will comply with the responsibilities and obligations of the accountability provisions as specified under the ESSA or its implementing regulations established by the U.S. Department of Education, which currently include participating in statewide assessments, meeting the state adequate yearly progress definition, meeting public and parent reporting requirements, implementing school sanctions if the School is identified for school improvement, and meeting the highly qualified teachers and paraprofessional requirements.

Section 4.2 Non-Profit Status The Charter School shall be created, maintained, and operated by the District under chapter 118, *Wisconsin Statutes* and under contract with EEA Learning Academy Governance Board.

Section 4.3 Background Screening The Charter School’s employees and any volunteers engaged at the Charter School as teachers or otherwise having access to pupils, shall be subject to background screening through state and federal agencies, as deemed appropriate by District policy.

Section 4.4 Employment of Personnel The District or its agents or designees shall contract with personnel in accordance with all state law requirements, regarding certification and qualifications of employees of public schools, including but not limited to ss. 118.19 and s. 121.02, *Wisconsin Statutes*, certification of school personnel.

#### Section 4.5 Charter School Budget:

Not later than April 1 of each year during the term of this Contract, the District shall provide the Charter School with an operational budget. Operational funds shall be available to the Charter School at the same time and in the same manner they are made available to other schools within the District.

In return for the state aid generated by the Charter School, the District agrees to provide an annual District per pupil allocation for each student enrolled as of the second Friday in January. In addition, a sum established on an annual basis will be provided to the Charter School for curriculum support services in lieu of the assignment of program specialist teachers (Art, music, etc.). The amount of funds provided to the Charter School shall be commensurate with funds provided for similar services at other district high schools, and supporting the Charter School at the same rate as other high schools. The District will allocate any federal formula funds for which the Charter School is eligible (e.g. Carl Perkins, ESEA, etc.) to the Charter School according to funding guidelines. The District in accordance with its established policies and contractual agreements will pay all salaries and benefits for Charter School employees.

The Charter School shall be eligible to receive remedial services, IT services, support services, and testing/assessment services available to other schools in the District, with the distribution of such resources to be determined in a manner consistent with the distribution of such resources to other schools in the District.

The District has made an ongoing commitment to continue to fund and support this school. The Charter School's Governance Council will assume responsibility for approving the Charter School's annual operating budget, grant applications, and fundraising activities. The Governance Council will be allowed to manage an incidental budget account of no more than \$500 in accordance with District policies and procedures.

#### Section 4.6 Student Activities and Rental Fees:

The Charter School may assess reasonable pupil fees in accordance with District policies for activities such as field trips and extracurricular activities, which shall not exceed the actual cost to provide such activities. The Charter School may not, however, prohibit an enrolled pupil from attending the Charter School, or expel or otherwise discipline such pupil, or withhold or reduce the pupil's grades because the pupil has not paid fees permissibly charged under this Section.

#### Section 4.7 Transportation:

Transportation will be provided to daily classes at the Charter School for any students commensurate with District policies and rules, via District transportation to the student's home school. In addition, students shall be eligible for public transportation provided by the District from the home to the Charter School, limited to availability of Metro Ride routes.

#### Section 4.8 Inspection of Charter School Facilities:

The Charter School shall permit any designee(s) of the Superintendent to visit or inspect the Charter School facilities at any time during the term of this Contract, provided that such inspection shall not materially interfere with the orderly and efficient operation of the Charter School.

Section 4.9 Access to Charter School Records

Subject to Applicable Law, all Charter School records, including student records, will be maintained and retained in compliance with Board policy. The Charter School Operator shall grant any designee(s) of the Superintendent upon reasonable notice the right to reasonably inspect and copy at cost any and all Charter School records and documents, including but not limited to pupil records, at any time within normal business hours during the term of this Contract; provided, however, that such inspection shall not materially interfere with the orderly and efficient operation of the Charter School or otherwise unduly burden the staff of said school.

Section 4.10 School Year Calendar:

The Charter School calendar for each school year shall adhere to the opening and closing dates of the Wausau School District's adopted calendar. Other dates of operation should be submitted to the District for notification purposes as per 121.006(2) and 121.02(1)(f), *Wisconsin Statutes*.

Section 4.11 Grant Applications:

The Charter School shall comply with District procedures for the preparation and submission of grant applications and submit to the Office.

Section 4.12 Duration of Contract:

This contract will be for a period of five (5) years, from July 1, 2021 to June 30, 2026, to be renewed by mutual agreement of the Parties. The Charter School will report to the Board of Education on a yearly basis to share data on academic progress and provide an update on the Charter School.

**ARTICLE FIVE  
JOINT RESPONSIBILITY OF THE PARTIES**

The Parties agree to take the following actions:

Section 5.1 Performance Evaluation of Certain Subjects:

- 1) The District shall evaluate the performance of the Charter School in the areas of leadership, strategic planning, student, stakeholder and market focus, information and analysis, process management, and organizational performance results. A description of the specific measures that shall be used to evaluate such areas shall be provided to the Charter School annually, no later than 60 days prior to the start of each academic year. These measures will be constructed by a joint District and

Charter School team composed of two District members and two Charter School members.

- 2) The Charter School shall provide to the Office the following required reports, at the times described below:
  - a. School Improvement and Accountability Plan. The Charter School must provide School Improvement Plan to the Office by November prior to each year of operation of the Charter School. The plan should identify areas that staff will be working to improve and describe the methods to be used in attaining that improvement.
  - b. Annual Accountability Plan. If the Charter School has not made Adequate Yearly Progress (“AYP”) under the ESSA, as determined by the state of Wisconsin, the Charter School shall, no later than August 1, submit to the Office for approval a school accountability plans that sets forth, in measurable terms, goals for improving student achievement and academic progress for the coming year. This plan shall include a detailed description of how the Charter School will implement responsive and/or corrective requirements of the ESSA in the following school year.
  - c. Annual School Accountability Progress Report. If the Charter School has not made Adequate Yearly Progress (“AYP”) under the ESSA, as determined by the State of Wisconsin, the Charter School shall, no later than June 30, submit a school performance report to the District which states how the School has made progress on the goals identified in the school accountability plan established the prior year. This report shall include a description of how the Charter School is, or is not, meeting the State of Wisconsin’s definition of Adequate Yearly Progress under the ESSA and, if the Charter School has not made AYP in the past, a detailed description of the Charter School’s compliance with the responsive and/or corrective requirements of the ESSA in the prior year.

## **ARTICLE SIX NOTICES, REPORTS, AND INSPECTIONS**

### **Section 6.1 Notice of Annual Budget:**

The Charter School shall provide the Office with a copy of the proposed annual Charter School budget for the upcoming academic year immediately preceding the beginning of each such academic year. Reconciliation of the budget must meet with approval of both parties.

### **Section 6.2 Other Notices:**

- 1) **Agendas and Meetings:** The Charter School shall provide to the Office agendas and notice in advance of all meetings of the Charter School Governance Council

and will comply with all open meeting requirements as set forth by the state of Wisconsin.

- 2) Governmental Agencies. The Charter School shall immediately notify the Office when the Charter School receives any correspondence from the Department or the United States Department of Education or Office of Civil Rights, or other governmental agency that requires a formal response, except that no notice shall be required of any routine or regular, periodic mailings.
- 3) Legal Actions. The Charter School shall immediately report to the Office 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.

## **ARTICLE SEVEN MISCELLANEOUS PROVISIONS**

### Section 7.1 Code of Ethics:

A member of the School Board, the Charter School Operators, and any member of the Charter School Governance Board of the Charter School directly related to the implementation of the terms and conditions of this Contract, (together “the board members”) shall be subject to the following code of ethics:

“Nominal value” means any money or property, favor, service, payment, advance, forbearance, loan or promise of future employment, but does not include compensation paid by the Charter School Operator for the services as member of the Governance Board, or expenses paid for services as a Board member, or hospitality extended for a purpose unrelated to Charter School business.

“Immediate family” means a Board member’s spouse and any person who receives directly or indirectly, more than one half of his/her support from a Board member or from whom a Board member received, directly or indirectly, more than one half of his/her support.

- 1) No Board member may, in a manner contrary to the interests of the Charter School, use or attempt to use his/her position or Charter School property, including property leased by the Charter School, to gain or attempt to gain anything of nominal value for the private benefit of the Board member, his/her immediate family or any organization with which the Board member is associated.
- 2) No Board member may solicit or accept from any person or organization anything of value pursuant to an express or implied understanding that his/her conduct of Charter School business would be influenced thereby.
- 3) No Board member may intentionally use or disclose confidential information concerning the Charter School in any way that could result in the receipt of

anything of value for himself/herself, for his/her immediate family or for any other person or organization with which the Board member is associated.

i. If a Board member, a member of a Board member's immediate family, or any organization with which a Board member is associated, proposes to enter into any contract or lease with the Governance Council that may within any 12-month period involve payments of \$3,000 or more derived in whole or in part from payments made pursuant to s. 118.40(2r)(e), *Wisconsin Statutes*, such Board member shall be excused from, and shall not participate in, any dealing, discussion, or other position of approval or influence with respect to the Governance Council's entering into such contract or lease; provided, however, that such Board member may be part of a discussion concerning such proposed contract or lease for the limited purpose of responding to Board inquiries concerning such contract or lease.

ii. Provided that the Board member is not in a position to approve or influence the Governance Council's decision to enter into such contract or lease and that the procedures set forth in s. 3.32(4)(a), *Wisconsin Statutes*, are observed, a Board member may enter into a contract or lease described in Section 7.2(4)(a) if the Board member shall have made written disclosure of the nature and extent of any relationship described in paragraph i. immediately preceding to the Office.

#### Section 7.2 Protocol for Transferring to Other Settings

The Charter School will develop a plan to provide any incoming setting with all necessary student information to ensure a successful transition.

### **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:

- 1) The pupils enrolled in the Charter School have failed to make sufficient progress toward attaining the educational goals under s. 118.01, *Wisconsin Statutes*, or have failed to achieve Adequate Yearly Progress, as determined by the State of Wisconsin and federal law for three (3) consecutive years.
- 2) The School has failed to comply with generally accepted accounting standards of fiscal management with respect to the Charter School;
- 3) The Charter School has failed materially to comply with Applicable Law;
- 4) The Charter School has violated section 118.40, *Wisconsin Statutes*; or

- 5) The Charter School Operator defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.

Section 8.2 Procedures for The District's Revocation:

- 1) Emergency Termination or Suspension Pending Investigation. If the Superintendent determines that any of the Events of Default set forth in Section 9.1 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.
  - a) If the District shall elect to exercise superintending control pending investigation of the pertinent charge, the District shall give the School written notice of the investigation, shall commence such investigation immediately, shall permit the School fairly to address the pertinent charge, and shall thereafter complete its investigation as quickly as reasonably practicable.
  - b) 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 this Section 9.2, or a notice of an Event of Default and an opportunity to cure pursuant to Section 9.2(2), or a notice rejecting the pertinent charge and reinstating control of the Charter School to the District.
- 2) Non-Emergency Revocation and Opportunity to Cure. If the Superintendent 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 School shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Superintendent.
  - a) If the School shall not so cure or otherwise remedy the specified Event(s) of Default, the District may terminate this Contract by written notice delivered within ten (10) days after expiration of the specified period.
  - b) If the District shall so terminate this Contract, termination shall become effective at the end of the next academic semester scheduled for the Charter School.

**ARTICLE NINE**  
**TERMINATION BY THE CHARTER SCHOOL OPERATOR**

### Section 9.1 Grounds for Termination by the Charter School:

This Contract may be terminated by the Charter School under procedures in Section 9.2 if the Charter School Operator finds that any of the following Events of Termination have occurred:

- 1) The Charter School has insufficient enrollment to successfully operate a public school;
- 2) The Charter School has lost its right to occupy all or a substantial part of its physical plant and cannot occupy another suitable facility, at a cost deemed reasonable by the Charter School Operator, before the expiration or termination of its right to occupy its existing physical plant;
- 3) The District defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.

### Section 9.2 Procedures for Charter School Termination of Contract:

The Charter School may terminate this Contract according to the following procedures:

- 1) Notice. If the Charter School determines that any of the Events of Default set forth in Section 9.1 has occurred, the School shall notify the Superintendent 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) As to the Event(s) of Termination set forth in Sections 9.1(1) -(2), the Superintendent may conduct a preliminary review of the alleged bases for termination to ensure that such bases are bona fide. Such review shall be completed promptly and, within 30 days after the Superintendent receives the Charter School's notice, the Superintendent shall deliver to Charter School a notice either approving the School's requested termination or denying the same on the grounds that the asserted bases for termination are not in fact bona fide.
  - b) If such results of the review and the Superintendent's determination are not delivered to the Charter School in writing within 30 days after the Superintendent receives the notice, the School's notice shall be deemed an approved basis for termination.
- 3) Automatic Termination. As to the Event(s) of Termination set forth in Section 9.1, termination shall be effective on the date set forth in the Charter School's notice under Section 9.2(1).

Section 9.3 Final Accounting. Upon termination of the Contract, the School 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 School’s annual audits and statements under Section 3.1(11) of this Contract.

**ARTICLE TEN  
TECHNICAL PROVISIONS**

Section 10.1 Term of Contract:

The term of this Contract shall commence on the date of the execution of this Contract and continue until July 31, 2026.

During the fourth full academic year of this Contract, the District shall conduct a review of the Charter School’s performance to date. The District shall specify in writing for the Charter School the subjects of the review at least three full months prior to the beginning of the fourth full school year of the operation of the Charter School under this Contract. The measures for evaluation shall be derived from the following sources:

- a. State of Wisconsin and Federal Statutes except where excluded by this contract
- b. Charter School Contract
- c. Charter School Improvement Plans
- d. Charter School Annual School Accountability Plans
- e. Charter School Annual School Accountability Progress Report
- f. Governance Council By-Laws and Meeting Minutes
- g. Charter School Curricula
- h. Results from any State and District assessments given to Charter School students.

The District shall complete the review and shall issue a written report by the end of the fourth full school year of the Contract. The Charter School shall have the opportunity to rectify any negative issues identified through the review. The results of the review, the Charter School’s plan to correct any negative issues, and the results of the action plan implementation shall serve as the basis for the District to determine whether it will negotiate another Contract with the Charter School.

Section 10.2 Applications of Statutes:

If, after the effective date 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 on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 10.6 Entire Agreement:

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.

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 a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 10.9 Force Majeure:

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. 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 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:

WSD Enrich, Excel, Achieve Learning Academy  
CO/Wausau School District  
415 Seymour Street  
P.O. Box 359  
Wausau, WI 54402-0359

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 two (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.

FOR THE ENRICH, EXCEL, ACHIEVE      FOR THE WAUSAU SCHOOL

LEARNING ACADEMY:

DISTRICT:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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Date

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WAUSAU SCHOOL DISTRICT

APPLICATION FOR COOPERATIVE SPONSORSHIP OF EXISTING CLUBS

The Wausau School District has the authority to approve or disapprove cooperative partnerships requested by school sponsored clubs with other school districts. The following conditions must be met to form a cooperative club:

1. Schools should be close in geographical proximity.
2. The Wausau School District can terminate the agreement at any time.
3. Request for a cooperative agreement must include this application and:
  - a. Approval from both schools
  - b. Approval of both Boards of Education
  - c. The club cannot cut, limit or exclude participation due to high numbers of students.

\*(Please note: Meeting the above conditions does not guarantee the cooperative will be approved. See below)

The Wausau School District will also take into consideration, for approval of a cooperative club, the following questions:

1. What is the minimum required number of participants for the activity to exist?
2. Does the Wausau School District have enough participants to run the activity without a cooperative agreement?
3. Will Wausau School District students be displaced in a cooperative agreement?
4. Will the participating schools eventually be able to sustain their own activity?

1. We are applying for a cooperative agreement in High School Girls Lacrosse for the school years of 2021-2023.

2. List all schools involved in this cooperative agreement:

DCE Wausau East  
Mosinee Wausau West  
Merrill

3.

LIST OF SCHOOLS	Signature of BOE President	Signature of District Administrator
DCE		
Mosinee		
Merrill		

4. WSD Board of Education President \_\_\_\_\_

5. WSD District Administrator \_\_\_\_\_

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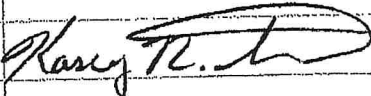
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Mosinee		
Merrill		

4. WSD Board of Education President \_\_\_\_\_

5. WSD District Administrator \_\_\_\_\_

# Relaunch and Re-Opening WSD Schools

April 26, 2021

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



# Summary of Secondary Schools

- Currently offering “greatest spacing possible” in our secondary schools.
- Approximately 25-30% of families remain virtual by choice at the secondary level.
- School board made the decision to allow less than 6’ of distance at the secondary level, ahead of the CDC recommendation, due to
  - the flexible nature of the secondary virtual/in-person transition.
  - A continued cautious re-opening process following our local transmission data.
- No significant increase in Covid transmission



# Relaunch Update on Elementary Schools

- Currently maintaining 6' of distance in our elementary schools.
- Separate virtual and in-person students in grades K-5 introduces complexity in allowing changes between virtual and in-person learning.
- Students are required to change teachers as part of the move between virtual and in-person learning.
- There is interest among some virtual learning families to return to in-person learning yet this year.

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# Relaunch Update on Elementary Schools

- We currently have ~ 100 students attending school in-person in 7 expanded classrooms with new teachers.
- There are also currently 19 students in grades K-5 who would like to move to in-person learning, but would require a reduction of distancing in classrooms.
- Uncertain how many students would actually make the change at this time.<sup>80</sup>
- We also do not know how many additional virtual learners would choose to return to in-person learning if the option were given.
- Many classrooms that are held in large areas like libraries, are at or near 28 students; which is the board cap on classrooms.
  - We may still need to deny some families the opportunity to return based on board class size limits.



# Staffing Complexities in Changing from Virtual to In-Person Learning

- Contracts issued to our current teachers through the end of the school year.
  - We would like to keep these talented teachers beyond this year if the staffing needs warrant it
- 44 teachers were moved to virtual classrooms in November from in-person learning.
- Moving students back to their home schools would create at least 7 excess teachers.

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# Academic Complexities in Changing from Virtual to In-Person Learning

- Students in virtual and in-person classes experienced different rates of learning this year.
- Typically, the expectation is that same grade-level classrooms would be within 2 weeks of each other in our core curriculum. That was not possible this year for many reasons.
- If students change classrooms this late in the school year, they will likely have covered significantly different content.



# Other Complexities in Changing from Virtual to In-Person Learning

- Communication: Families must be notified if we reduce below 6' of distance and given time to react. When we decreased the distance at our secondary schools, several families made the decision to return to virtual learning. 83
- Many elementary students have already experienced 2-3 transitions this year.
- We have ~ 22 days of class remaining.



# Masking

- Many people have asked if the WSD will continue requiring masks to be worn in our buildings at school functions.
- Masks are still a strong recommendation or requirement from many public health organizations and other associations (ie WIAA, WSMA, etc)
- Most businesses in the area still require masks.
- Administrative recommendation is to maintain the requirement as a public service and continue to support the public health recommendations..

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# What Action Steps will Support Accelerated Learning Recovery in all Schools?

- Spring 2021
  - Within the School Day
  - Beyond the School Day
- Summer 2021
  - Summer School (K-8 & 9-12)
  - Professional Learning
  - Curriculum Development
- Fall 2021
  - Continue Guaranteed and Viable Curriculum
  - Continue Best Practice Instruction
  - Additional Pathways/Opportunities
  - Additional Staff & Resources

**Wausau School District  
415 Seymour Street  
P.O. Box 359  
Wausau WI 54402-0359  
715-261-0500**

**[www.wausauschools.org](http://www.wausauschools.org)**

[Facebook.com/WausauSchDist](https://www.facebook.com/WausauSchDist)

[Twitter.com/WausauSchDist](https://twitter.com/WausauSchDist)

[Instagram.com/WausauSchDist](https://www.instagram.com/WausauSchDist)

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

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# Summer Learning Board Presentation

— April 26, 2021 —

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## Summer 2020 Highlights

- Successfully shifted all summer programming to virtual in a short period of time.  
THANK YOU TO ALL STAKEHOLDERS!
- Offered similar virtual program options in comparison to previous years

## Summer 2021 Highlights

- Majority of programs are in-person with some virtual options available.
- Families have expressed interest.
- Additional programming in the afternoon.
- Addition of afternoon bussing option.

# Programs

- **Morning**
  - *Elementary*
  - *Camp School Forest*
  - *Middle School*
  - *High School*
  
- **Afternoons**
  - *Community Connections*
  - *Academies*
  - *Interventions*

Engaging activities

Busing to Sports Camps and B&G Club

6 week program; 7th week option

No cost breakfast and lunch

Transportation to and from each district site

District teaching and support staff

# Elementary Programs 2021

- 6 weeks of core programs to support transition to the next grade level.
  - Math and literacy instruction offered as part of each day
  - Outdoor and thematic activities
  - 5th to 6th grade school forest program (Middle School Transition)
- Week 7 programs for continued engagement in the summer.
  - Saunters, Stretches, World Cultures
- Continued partnership with community organizations.
- Enrollment is looking strong for Summer 2021!

# Middle School Programs 2021

- 20+ Enrichment options, along with Engaged Learning
- New classes include: Anime and Hmong Language & Culture
- Other highlights include 5K Training, Kindness Class, and Robotics Academy
- Other programs, include:
  - 2-week afternoon intervention program in collaboration with UW- Oshkosh
  - Highlander Power and Lumberjack Power
  - Freshman Transition (Wausau East and Wausau West)
  - Wilderness Connections in collaboration with Wausau Police Department



# High School Programs 2021

- Credit Recovery in many subject areas
- Other programs, including:
  - Alternate High School (NTC) collaboration
  - Warrior Power and Lumberjack Power
  - EAA
  - Art Enrichment
  - Robotics Academy



# Afternoon Programs 2021

- Community Connections
  - Located at five elementary morning sites
  - Collaboration with community partners
- Academies (3rd-5th Grade)
  - STEM
  - Music
  - World Languages
  - Art
- Interventions
  - English Learners
  - Special Education
  - Students with gaps in learning



# Core Principles of the New Vision for Summer School (NVSS)

1. Increase and enhance the scope of traditional summer school.
2. Target participation by students who would benefit the most.
3. Strengthen systems-level supports through community-wide partnerships and coordination.
4. Provide innovative professional development for staff.
5. Embed summer learning into the district's school-year operations.

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[Core Principles Document \(NVSS\)](#)

# School Forest Environmental Learning Center Update

Education/Operations Committee of the Whole  
April 26, 2021

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

# School Forest Capital Improvement Funding Sources and Expenses

## Funding Sources

### Donations

Wausau School Foundation Donation: \$84,000

### Assigned Fund Balance

Timber sales: \$144,360

AC Kiefer property sale: \$230,498

Happy Hollow property sale: \$259,708

Home near East HS property sale: \$116,332

TOTAL: \$834,898

## Capital Improvements

Improved electrical service: \$84,000

Design for Env. Learning Center: \$6,400

Expansion of School Forest property: \$125,000

Fiber/data improvements: \$400,000

TOTAL: \$615,400

**Amount remaining in assigned fund balance  
\$219,498**

# Next Steps for the Red Lodge and the Environmental Learning Center

- Continue to work with the Wausau School Foundation to identify projects of interest to them
  - Emergency generator
  - Natural gas supply enhancement
  - Fixtures/furnishings that ultimately are used in the new ELC
- Suspend any large scale capital investments to the Red Lodge
- Work to ensure the Environmental Learning Center remains included in any future referendum discussions 97
- Continue to identify capital improvements to the School Forest infrastructure that would not become stranded investments if/when an Environmental Learning Center becomes reality
  - Replace deteriorating storage buildings with a single, more suitable building
  - Replace aging roofs, siding with resilient materials
  - Replace bridge crossing creek
    - Partnered with Wis Corps to share costs of labor