



SCHOOL BOARD WORKSHOP WITH ACTION
5000 South 116th Street, Greenfield, WI 53228 – Community Boardroom
Monday, May 9, 2022 – 6:00pm

AGENDA

YouTube live link: <https://www.youtube.com/watch?v=cukvk74KLcg>

1. Call to Order, Verify Compliance with Open Meetings Law Notification, and Adoption of Agenda
2. Pledge to the Flag
3. STAFF AND STUDENT SPOTLIGHT
 - a. Battle of the Books & Girls on the Run (EES)
 - b. Computer Science @ Marquette (WHS)
4. WHS Student Council Report
5. CONSENT AGENDA
 - a. Personnel Recommendations
6. DISCUSSION WITH FUTURE ACTION
 - a. Grades 6-8 Math Curriculum (*Katy Williams, Aaron Bieniek*)
 - b. CORE4 Charter School Renewal (*Jackie Winter*)
 - c. HVAC Temperature Controls (*Jon Duhr, Todd Iverson*)
 - d. Summer School Work Ahead Course Enrollment Waiver (*Katy Williams, Russ Tillmann*)
7. Motion to adjourn into closed session pursuant to WI.Statute 19.85 (1)(c) to discuss negotiations with the Whitnall Area Federation of Teachers (WAFT)
8. Motion to reconvene to open session
9. ACTION ITEMS
 - a. 2022-23 WAFT/Educator Wages
10. REPORTS
 - a. Superintendent's Report
11. Board Member Information Requests
12. Announcements (*no discussion or action will be taken*)
13. Meeting Debrief
14. Motion to Adjourn
- 15.

Public comment will be accepted after the conclusion of each discussion item. Comments are limited to current agenda items. Any District resident or parent of an enrolled student having a legitimate interest in an agenda item may participate. Attendees must register their intention to speak upon their arrival at the meeting. Participants will be requested to preface their comments by an announcement of their name; address; and group affiliation, if and when appropriate. Each statement made by a participant shall be limited to three (3) minutes unless extended by the Board President. No participant may speak more than once on the same topic. Comments are to be directed to the Board; no

*person may address or question Board members individually. Public comments can also be submitted in writing until 3pm prior to the scheduled meeting time and are subject to the same guidelines as in-person comments. Written comments are to be submitted to kposs@whitnall.com . Please include your comment, which agenda item it relates to, your full name and address, and whether or not you would like your comment to be read aloud during the meeting. The Board respectfully asks that comments remain focused on the issues but not on specific personnel, as personnel is handled through other avenues. ****Any person or group wishing to have an item considered for the agenda shall submit their request to the Superintendent no later than fourteen (14) calendar days prior to the meeting.***

This meeting is a meeting of the Board of Education in public for the purpose of conducting School District business and is not to be considered a public hearing. Please be aware that the Board of Education cannot discuss nor debate items not on the agenda.

This meeting is a meeting of the Board of Education in public for the purpose of conducting School District business and is not to be considered a public community meeting. Please be aware that the Board of Education cannot discuss nor debate items not on the agenda.

Upon request to the Superintendent, submitted twenty-four (24) hours in advance, the District shall make reasonable accommodation including the provision of informational material in an alternative format for a disabled person to be able to attend this meeting.

Personnel Recommendations Form
Whitnall Board of Education
Consent Agenda
Meeting: May 9, 2022


New Hires					
Name	Position	Location	FTE	Start Date	
Jerilyn Hagensick	Literacy Implementation Specialist	HCE/EES	1.0	08/22/22	
Gretchen Pratt	K-5 Literacy Coach	HCE/EES	1.0	08/22/22	
Marisa Stahl	Speech Language Pathologist	DISTRICT	1.0	8/22/22	

Resignations/Retirements					
Name	Position	Location	FTE	Last Date	Comments

Transfers/Adjustments						
Name	Current Position	Current FTE	Last Date	Start Date	FTE	Comments



 Human Resources Manager



 Date



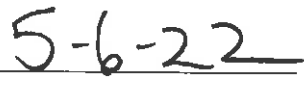
 Director of Business Services



 Date



 Superintendent



 Date

Date: May 9, 2022

To: Whitnall School Board Discussion Item or Report Only

From: Katherine Williams, Director of C&I Discussion Item and Future Action Item

Subject: Math 6-8 Resource Adoption Recommendation Action Item

Attachments Included

Board Consideration or Action: To approve the Math 6-8 curricular resource for the 2022-23 school year

Reason for Consideration/Action: Math 6-8 curricular resource adoption for the 2022-23

Background/Reference: Whitnall Middle School was ready for a math curricular resource review; the last resource was adopted in spring 2016. New math standards were released in 2021 and we want to have a curricular resource that explicitly addresses updated standards and grounds instructional delivery and assessment.

Update:

Strategic Alignment and Cost Factor: Strategic Objective 1, Goal 3
See attachments for more details

Included in current budget? Yes X No

Explanation: Total cost: \$73,722.71 (ESSER)

**Whitnall School District
Request for Course Text Adoption**



Requested for Academic School Year: 2022-2023

Department: Math

Level: 6-8

Reviewed by: Educator & Admin 6-8 Math Committee; Math Coordinator; Math K-6 & 7-12 Coach; Math K-6 & 7-12 Content Leads; Building Principal; C&I Director

Course Name: Math 6, Math 7, Math 8

Course Number: Math 6 (1000), Math 7 (1010), Math 8/Algebra (1120)
(if applicable)

Advanced Placement (AP) course? N/A

Text/Resource Title #1: Reveal (Courses 1, 2, 3) + ALEKS

Cost per book: \$36

Cost per student and/or Classroom Sets: 5 year license, \$110.16

Order amount (how many): 610

Subtotal: \$ 67,197.60

Shipping: \$3025.11

Full Day Professional Development: \$3,500

Total cost: \$73,722.71

\$14,744.54 / yr

**Criteria for Selection
(X appropriate box)**

	Requirement Fully Met	Requirement Partially Met	Requirement Not Met
Learning Goals and Objectives			
Text is aligned with current WI State Standards	X		
Text offers online and/or blended resource options	X		
Learning goals of course are clearly outlined	X		
Units are clearly laid out and identify measurable objectives which support program goal(s)	X		
Content			
Information is complete and accurate (no serious omissions or errors)	X		
Authors and/or members of consultant/review panel include recognized authorities in the field	X		
Illustrative material is accurate, serves to clarify, is related directly to written information, and helps to extend understanding	X		
Content is free of gender, age, race, religious, ethnic bias and/or stereotyping	X		
Content does not reflect an unacknowledged point of view or espousal of a political position	X		
Content is appropriate for age and maturity level of the intended student audience	X		
Assessment			

Performance assessment activities are provided for each unit in the program	X		
Performance assessment activities provide for alternative ways for students to demonstrate they achieved the objectives and goals	X		
Performance assessment activities provide for students to confirm that they can apply new learning to life-related situations	X		
Teacher Support Materials/Professional Development			
The program provides clear, complete and accurate directions to the teacher on how to implement learning activities	X		
The program provides teachers with strategies to use with students who are not achieving the learning objectives of the program	X		
The program provides clear, complete and accurate directions on how to correlate supplements to text	X		
The program provides clear, complete and accurate directions on how to implement performance assessment activities	X		
The program provides clear, complete and accurate instruction for evaluating student performance on assessments and suggested standards of quality	X		
Physical Characteristics			
Format will be inviting to intended students	X		
Information is organized for easy retrieval	X		
Physical materials (covers, bindings, etc.) are sufficiently designed to withstand long-term use	N/A		
Support Materials			

Text is accompanied by graphics, audio-visuals, software, and/or online partner resources	X		
All supplements relate directly to the standards and learning objectives of the course	X		
Supplemental materials assist in both learning support and learning extension opportunities	X		
AP courses only			
Meets College Board criteria and is on CB approval list	N/A		
Comments:			

Date: 5/9/22

To: Whitnall School Board Discussion Item Only

From: Jackie Winter Discussion Item and Future Action Item

Subject: CORE4 Charter School Agreement Contract Action Item

Attachments Included

Board Consideration or Action: Approval of CORE4 Charter School Agreement Contract

Reason for Consideration or Action: Current CORE4 Charter School Agreement Contract expires at the end of June. The contract is for five years but we could make modifications during that time.

Background/Reference: The district created the CORE4 charter school for half-day K4 which began in 2005-06. Charter school contracts are for five years. WSD school board renewed the CORE4 charter in 2011 and 2017. The current charter agreement expires in June 2022 and will need to be renewed through Wisconsin Department of Public Instruction (DPI). We were notified by DPI notification of changes in federal and state Charter School law and that DPI will be providing compliance oversight which had not been in place prior.

On January 10, 2021 the Board discussed the 2017 CORE4 charter agreement and provided direction to pursue additional information and contract renewal.

On April 1, 2022 a memo was sent to the Board to provide information from our consultations with DPI.

A board for the CORE4 Charter School has been established and will meet to review and approve the drafted contract prior to the May 23, 2022 board meeting.

The attached contract is aligned to the template provided by CESA 9 and meets the Department of Public Instruction Charter School Contract Benchmarks.

Cost Factor: New new costs

Included in current budget? Yes No

Explanation:



CHARTER SCHOOL CONTRACT BENCHMARKS



In order to receive or maintain a DPI school code, or to receive federal Charter Schools Program Grant Funds for Implementation or Replication/Expansion, a charter school must have a duly executed contract on file with the DPI that satisfies all provisions required under state law and federal law, where applicable.

The purpose of these benchmarks is to provide a resource for authorizers and charter school governance boards to ensure that charter contracts contain all necessary state and federal provisions and to identify additional provisions to consider during contract development.

Please use the benchmarks below to ensure the charter school contract meets the requirements of the law. The benchmarks have been organized as follows:

MANDATORY BENCHMARKS

A. Benchmarks Required for a DPI School Code.

(A charter school will not receive a DPI code without these benchmarks)

1. Benchmarks required by state law for all charter schools (district-authorized and independent-authorized).
2. Benchmarks required by state law for district-authorized charter schools only.
3. Benchmarks required by state law for independent-authorized charter schools only.
 - For Benchmarks required by state law for 2x(cm) charter schools, contact the DPI.

B. Benchmarks Required for Federal Charter Schools Program Funds.

(A charter school will not receive Federal Charter Schools Program Funds without these benchmarks)

ADDITIONAL BENCHMARKS

C. Benchmarks for All Charter Schools from Principals and Standards Established by the National Association of Charter School Authorizers.

D. Benchmarks DPI Strongly Encourages for All Charter Schools.

E. Benchmarks for Virtual Charter Schools.

Charter School Authorizer: _____

Charter School Name: _____

DPI Reviewer (DPI USE): _____

DPI Contract No. (DPI USE) _____

As you complete your contract, please list the page number and corresponding section of the contract where each provision is located. Complete this action in the column labeled “Location in Contract”.

Submit this form along with your contract to the DPI.

MANDATORY BENCHMARKS		
A. BENCHMARKS REQUIRED FOR A DPI SCHOOL CODE		
<i>These are benchmarks that are required for any charter school to receive a DPI school code. Additional benchmarks are needed for charter schools seeking federal charter school program funds, see pg. 6.</i>		
1. Benchmarks Required by State Law for all Charter Schools (District-authorized and Independent-authorized).		
BENCHMARK	LOCATION IN CONTRACT (SCHOOL USE)	PRESENT/ ABSENT (DPI USE)
The name of the person seeking to establish the charter school. §118.40(1m)(b)1.	Page 4 Section 3.1	
The name of the person who will be in charge of the charter school and the manner in which administrative services will be provided. §118.40(1m)(b)2.	Page 4 Section 3.2	
A description of the educational program of the school. §118.40(1m)(b)3.	Page 4 Section 3.3	
The method used to enable pupils to attain educational goals under Wisconsin Statutes 118.01. §118.40(1m)(b)4.	Page 5 Section 3.4	
The method by which evidence of student achievement or progress in attaining academic skills and knowledge will be measured. §118.40(1m)(b)5.	Page 5 Section 3.5	

MANDATORY BENCHMARKS

<p>The governance structure of the school, including method to be followed to ensure parental involvement. §118.40(1m)(b)6.</p> <p><i>This provision should explain the basic structure of the governance board such as how the governance board is organized, how directors will be elected, and how parents will be involved (e.g., as members of the board or committee members)</i></p> <p><i>No more than a minority of the board members can be employees of the charter school or employees or officers of the school district in which the charter school is located.</i> §118.40(4)(ag)</p> <p><i>Under federal rules, charter schools receiving federal charter school program funds may not have any employees or officers of the authorizing entity on the charter school's governing board.</i></p>	<p>Page 5 Section 3.6</p>	
<p>Methods employed to review qualifications that must be met by individuals employed by the school, assuring that every teacher, supervisor, administrator or professional staff member holds a certificate, permit or license issued by the department before entering duties for such a position [Wisconsin Statutes 118.19(1) and 121.02(1)(a)2.] §118.40(1m)(b)7.</p>	<p>Page 7 Section 3.7</p>	
<p>Procedures the school will follow to ensure the health and safety of the pupils. §118.40(1m)(b)8.</p>	<p>Page 7 Section 3.8</p>	
<p>The procedures used to achieve a racial and ethnic balance among pupils that is reflective of the school district population. §118.40(1m)(b)9.</p>	<p>Page 8 Section 3.9</p>	
<p>The requirements for admission to the school. §118.40(1m)(b)10.</p>	<p>Page 8 Section 3.10</p>	
<p>The manner in which annual audits of the financial and programmatic operations of the school will be performed. §118.40(1m)(b)11.</p>	<p>Page 9 Section 3.11</p>	

MANDATORY BENCHMARKS

<p>The procedures by which students will be disciplined. §118.40(1m)(b)12.</p> <p><i>If applicable, this must include the grounds for dismissing a pupil from the charter school. Please note a district authorized charter school does not have authority to expel a pupil from the school district.</i></p>	<p>Page 9 Section 3.12</p>	
<p>The public school alternatives for pupils who reside in the school district and do not wish to attend or are not admitted to the charter school. §118.40(1m)(b)13.</p>	<p>Page 9 Section 3.13</p>	
<p>A description of the facilities and the types and limits of the liability insurance that the school will carry. §118.40(1m)(b)14.</p>	<p>Page 9 Section 3.14</p>	
<p>Evidence that the contract is duly executed. §118.40(3)(a) <i>Typically dates and signatures of the authorizer and the governance board president of the charter school.</i></p>	<p>Page 24 Section 3.12</p>	
<p>The amount to be paid to the charter school each year of the contract. §118.40(3)(b)</p>	<p>Page 13 Section 5.8</p>	
<p>The term of the contract, not to exceed 5 years. §118.40(3)(b) <i>This must indicate the date the contract becomes effective and the date the contract terminates, a period which may not exceed five (5) years.</i></p>	<p>Page 22 Section 10.1</p>	
<p>The procedures the school will follow to randomly select students if more students apply for admission than space available at the school. The random selection plan must give preference to students already enrolled in the charter school during the previous year and to siblings of students who are enrolled in the school. The school may give preference to children of the school’s founders, governing board members, and full-time employees, but this preference can be given to no more than 10% of school’s total enrollment. §118.40(3)(g)</p>	<p>Page 8 Section 3.10</p>	

MANDATORY BENCHMARKS

<p>Evidence that the charter governance board is a legally incorporated governing board independent of the authorizer. <i>This is evidence that the charter governance board is a nonstock corporation, for profit corporation, LLC, or partnership organized under the laws of the State of Wisconsin. This is verified through a corporate records search with the Wisconsin Department of Financial Institutions.</i></p>	<p>Page 3 Section 2</p>	
<p>If the charter school is established by two or more boards that have entered into an agreement under s. 66.0301, the names and locations of all school districts that are a party to the agreement. §118.40(3)(c)1.a.</p>	<p>N/A</p>	
<p>If the charter school is established by two or more boards that have entered into an agreement with the board of a cooperative educational service agency, the names and locations of all school districts that are a party to the agreement. §118.40(3)(c)1.b.</p>	<p>N/A</p>	
<p>If more than one charter school will be allowed under the charter contract, a statement authorizing the establishment of additional charter schools. §118.40(3)(f)1.</p>	<p>N/A</p>	
<p>If more than one charter school will be allowed under the charter contract, the name, location and description of each charter school.</p>	<p>N/A</p>	
<p>2. Requirements under State Law for District-Authorized Charter Schools Only. <i>This section does not apply to independent authorizers</i></p>		
<p>BENCHMARK</p>	<p>LOCATION IN CONTRACT (SCHOOL USE)</p>	<p>PRESENT/ ABSENT (DPI USE)</p>
<p>The status of the school as a non-instrumentality or instrumentality of the school district. §118.40(7)(a)</p>	<p>Page 7 Section 3.7</p>	
<p>The effects of the establishment of the charter school on the liability of the school district §118.40(1m)(b)15.</p>	<p>Page 10 Section 3.15</p>	

MANDATORY BENCHMARKS

3. Benchmarks Required by State Law for Independent-Authorized Charter Schools Only. *This includes all 2r and 2x schools but does not apply to district-authorized schools. These are benchmarks that are required for independent-authorized charter schools to receive a DPI school code.*

BENCHMARK	LOCATION IN CONTRACT (SCHOOL USE)	PRESENT/ ABSENT (DPI USE)
The annual academic and operational performance standards developed in accordance with the performance framework of the authorizer and a statement that the governing board must adhere to such standards. §118.40(2r)(b)2.a. and 118.40(2x)(b)2a	Page 16 Section 6.2a	
The corrective measures the governing board will take if the school fails to meet performance standards. §118.40(2r)(b)2.b. and 118.40(2x)(b)2.b.	Page 16 Section 6.2c	
A provision allowing the governing board to open one or more additional charter schools if all of the charter schools operated by the governing board were assigned to one of the top 2 performance categories in the most recent school and school district accountability report. §118.40(2r)(b)2.c. <i>Only applies to 2r Charter Schools</i>	N/A	
The methodology that will be used by the governing board to monitor and verify pupil enrollment, credit accrual and course completion. §118.40(2r)(b)2.d. and 118.40(2x)(b)2.d.	Page 8 Section 3.10	
A statement that the authorizer shall have direct access to pupil data and governing board shall provide data needed for the authorizer to complete its annual report under §118.40(3m)(f). §118.40(2r)(b)2.e. and i. and 118.40(2x)(b)2.e. and i.	Page 14 Section 5.19	
A description of the administrative relationship between the parties. §118.40(2r)(b)2.f. and 118.40(2x)(b)2.f.	Page 7 Section 3.7	
A statement that the governing board will hold parent-teacher conferences at least annually. §118.40(2r)(b)2.g. and 118.40(2x)(b)2.g.	Page 8 Section 3.9	

MANDATORY BENCHMARKS

A requirement that if more than one charter school is operated under the contract, the charter school governing board reports to the authorizer on each charter school separately. §118.40(2r)(b)2.h. and 118.40(2x)(b)2.h.	N/A	
A statement that the governing board will participate in any training provided by the authorizer. §118.40(2r)(b)2.j. and 118.40(2x)(b)2.j.	Page 7 Section 3.7	
A description of all fees that the authorizer will charge the governing board. §118.40(2r)(b)2.k. and 118.40(2x)(b)2.k.	Page 14 Section 5.12	
If the charter contract includes grounds for expelling a pupil from the charter school, the procedures to be followed by the charter school prior to expelling a pupil. 118.40(2r)(b)2m.b. and 118.40(2x)(b)3.b.	N/A	
The effect of the establishment of the charter school on the liability of the contracting entity. §118.40(2r)(b)2 and 118.40(2x)(b)2.	Page 3 Section 2.3	

B. BENCHMARKS REQUIRED FOR FEDERAL CHARTER SCHOOLS PROGRAM FUNDS

*These are benchmarks that are required for any charter school seeking Federal Charter Schools Program Funds. These are **IN ADDITION** to all other state law requirements.*

BENCHMARK	LOCATION IN CONTRACT (SCHOOL USE)	PRESENT/ ABSENT (DPI USE)
Describes the level of autonomy afforded the charter school relative to policy, operation, budget development, staffing and evaluation. ESSA §4303(f)(2)(A)	Page 6 Section 3.6	
Addresses how the school district will allocate federal funding for which the charter school is eligible or how the independent charter school board will work with DPI to ensure the school will have access to all federal funds that the school is eligible to receive. ESSA §4303(f)(1)(A)(iii)	Page 6 Section 3.6	
Describes or identifies any waivers of school district or independent charter school authorizer policy agreed to by the authorizer and the operator of the charter school. ESSA §4303(f)(3)(B)	Page 10 Section 4.1	

MANDATORY BENCHMARKS

Describes the quality controls agreed to between the charter school and the authorizer. ESSA§4303(f)(1)(C)		
Describes how the charter school’s performance in the State’s accountability system and impact on student achievement will be one of the most important factors for renewal or revocation of the charter school’s contract. ESSA§4303(f)(1)(C)	Page 17 Section 8.1	
Describes how the authorizer will reserve the right to revoke or not renew the charter school’s contract based on financial, structural or operational factors involving the management of the school. ESSA§4303(f)(1)(C)	Page 17 Section 8.1	

ADDITIONAL BENCHMARKS

A. BENCHMARKS FOR ALL CHARTER SCHOOLS FROM PRINCIPALS AND STANDARDS ESTABLISHED BY THE NATIONAL ASSOCIATION OF CHARTER SCHOOL AUTHORIZERS (NACSA).

All authorizers are required to consider the Principles and Standards established by the National Association of Charter School Authorizers when contracting for the establishment of a charter school. Below are select NACSA contracting provisions that should be considered for contracting purposes. See <http://www.qualitycharters.org/for-authorizers/principles-and-standards/> for the complete document containing all Principles and Standards.

BENCHMARK	LOCATION IN CONTRACT (SCHOOL USE)	PRESENT/ ABSENT (DPI USE)
States the rights and responsibilities of the school and the authorizer	Page 12 Section 5.5	
States and respects the autonomies to which schools are entitled— based on statute, waiver, or authorizer policy— including those relating to the school’s authority over educational programming, staffing, budgeting, and scheduling	Page 6 Section 3.6	
Defines performance standards, criteria, and conditions for renewal, intervention, revocation, and non-renewal, while establishing the consequences for meeting or not meeting standards or conditions.	Page 17 Section 8.1	
States the statutory, regulatory, and procedural terms and conditions for the school’s operation.		
States reasonable pre-opening requirements or conditions for new schools to ensure that they meet all health, safety, and other legal requirements prior to opening and are prepared to open smoothly.	Page 7 Section 3.8	
States the responsibility and commitment of the school to adhere to essential public-education obligations, including admitting and serving all eligible students so long as space is available, and not expelling or counseling out students except pursuant to a legal discipline policy approved by the authorizer	Page 8 Section 3.10	
States the responsibilities of the school and the authorizer in the event of school closures	Page 21 Section 9.2c	

ADDITIONAL BENCHMARKS

Includes the performance standards under which schools will be evaluated, using objective and verifiable measures of student achievement as the primary measure of school quality	Page 5 Section 3.5	
Defines clear, measurable, and attainable academic, financial, and organizational performance standards and targets that the school must meet as a condition of renewal, including but not limited to state and federal measures	Page 16 Section 6.2	
Includes expectations for appropriate access, education, support services, and outcomes for students with disabilities	Page 11 Section 5.4	
Defines the sources of academic data that will form the evidence base for ongoing and renewal evaluation, including state-mandated and other standardized assessments, student academic growth measures, internal assessments, qualitative reviews, and performance comparisons with other public schools in the district and state	Page 16 Section 6.2b	
Defines the sources of financial data that will form the evidence base for ongoing and renewal evaluation, grounded in professional standards for sound financial operations and sustainability	Page 13 Section 5.9-5.10	
Defines the sources of organizational data that will form the evidence base for ongoing and renewal evaluation, focusing on fulfillment of legal obligations, fiduciary duties, and sound public stewardship	Page 17 Section 7.1	
Includes clear, measurable performance standards to judge the effectiveness of alternative schools, if applicable—requiring and appropriately weighting rigorous mission-specific performance measures and metrics that credibly demonstrate each school’s success in fulfilling its mission and serving its special population.		
For any school that contracts with an external (third-party) provider for education design and operation or management, includes additional contractual provisions that ensure rigorous, independent contract oversight by the charter governing board and the school’s financial independence from the external provider	Page 16 Section 6.1b	

ADDITIONAL BENCHMARKS

B. DPI STRONGLY ENCOURAGES THESE BENCHMARKS FOR ALL CHARTER CONTRACTS

BENCHMARK	LOCATION IN CONTRACT (SCHOOL USE)	PRESENT/ ABSENT (DPI USE)
<p>Specify that, subject to the terms in the contract, the charter school governing board has all the powers necessary to carry out the terms of the contract, including:</p> <ul style="list-style-type: none"> ○ Receiving and disbursing funds for school purposes; ○ Securing appropriate insurance; ○ Entering into contracts, including contracts with institutions of higher educations for technical or financial assistance, academic support, curriculum review, or other services. ○ Incurring debt in reasonable anticipation of the receipt of funds; ○ Pledging, assigning or encumbering its assets to be used as collateral for loans or extensions of credit; ○ Soliciting and accepting gifts or grants for school purposes; ○ Acquiring real property for its use; ○ Suing or be sued in its own name. <p>§118.40(4)(d).</p>	<p>Page 6 Section 3.6</p>	
<p>Specify that the program and attendance at the charter school is voluntary. §118.40(6)</p>	<p>Page 9 Section 3.13</p>	
<p>Clearly state that the charter school does not charge tuition. §118.40(4)(b)1</p>	<p>Page 11 Section 5.3</p>	
<p>Describe criteria for granting high school diploma, if applicable. 118.33(1)(f)2</p>	<p>N/A</p>	
<p>Provide assurance that every teacher, supervisor, administrator or professional staff member holds a certificate, permit or license issued by the department before entering duties for such a position. §118.40(1m)(b)7</p>	<p>Page 7 Section 3.7</p>	

ADDITIONAL BENCHMARKS

Include a nondiscrimination clause stating the charter school will not deny admission or participation in any program or activity on the basis of a person’s sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability. §118.40(4)(b)2	Page 8 Section 3.9	
State that the program is nonsectarian in its practices, programs, admission policies, employment practices and all other operations. §118.40(4)(a)2	Page 11 Section 4.2	
Address the procedures or reasons by which either party may withdraw or revoke the contract. §118.40(5)	Page 17/18 Section 8.1 and 8.2	
Describe manner of transportation, if provided, to and from the charter school. (Note—school districts are not required to provide transportation to charter schools.)	Page 14 Section 5.13	
If the charter school is limited to one sex, evidence that the district makes available to the opposite sex, schools or courses that are comparable to each charter school or course.	N/A	
A statement that the parties considered the principals and standards for quality charter schools established by the National Association of Charter School Authorizers.	Page 1	
A statement that the charter school and authorizer will comply with all applicable state and federal laws.	Page 3 Section 2.4	
Definitions of the material terms of the contract, including: authorizer, charter school, notice, day, etc.	Page 2 Section 1.1	
A statement that the charter school will adhere to state and federal laws pertaining to record retention and disclosure of student records.	Page 12 Section 5.5	
A statement that the charter school governance board will adhere to Wisconsin Open Meetings Laws.	Page 6 Section 3.6	
A statement regarding the charter school’s adherence to the authorizer’s policies and a description of those from which the charter school is exempt.	Page 10 Section 4.2	

ADDITIONAL BENCHMARKS

A statement explaining how the charter school will meet its obligations under the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act.	Page 11 Section 5.4	
Provisions addressing the authorizer’s right to inspect the charter school facilities and records with reasonable notice.	Page 14 Section 5.15	
A statement that the charter school will provide the authorizer all information necessary for the authorizer’s annual report to the state superintendent and legislature under 118.40(3m)(f).	Page 14 Section 5.16	
Inclusion of standard contract provisions related to: amendments, severability, assignment, and waiver.	Page 22 Section 10.2-10.6	

C. ADDITIONAL CONSIDERATIONS FOR VIRTUAL CHARTER SCHOOLS

BENCHMARK	LOCATION IN CONTRACT (SCHOOL USE)	PRESENT/ ABSENT (DPI USE)
The virtual charter school must be under contract with a school board under Wis. Stats. §115.001 (16). §118.40(8)	Page 2 Section 1.1	
The virtual charter school will be located in the school district of the authorizing school board or, if authorized through an agreement with one or more school boards or the board of control of a CESA, in the school district specified in the agreement. §118.40(8)(a)	Page 2 Section 1.1	
The teacher assigned for each online course in the virtual charter school must be appropriately licensed for the grade level and subject taught. §118.40(8)(b)	N/A	
The teacher is responsible for each student taught: <ul style="list-style-type: none"> ○ Improving learning by planned instruction ○ Diagnosing learning needs ○ Prescribing content delivery through class activities ○ Assessing learning ○ Reporting outcomes to administrators and parents and guardians ○ Evaluating the effects of instruction 	Page 7 Section 3.7	

ADDITIONAL BENCHMARKS

<p>The virtual charter school provides educational services to its pupils for at least 150 school days each year. §118.40(8)(d)</p>	<p>N/A</p>	
<p>The virtual charter school must ensure that its teachers are available to provide direct pupil instruction for at least the applicable number of hours specified in s.121.02 (1)(f)2 each school year. No more than 10 hours in any 24-hour period may count toward these requirements. §118.40(8)(d)</p>	<p>N/A</p>	
<p>The virtual charter school must ensure that its teachers respond to inquiries from pupils and from parents/guardians of pupils by the end of the first school day following the day on which the inquiry is received. §118.40(8)(d)</p>	<p>N/A</p>	
<p>The virtual charter school must ensure that a parent advisory council is established for the school and meets on a regular basis. The governing body shall determine the selection process for members of the council. §118.40(8)(e)</p>	<p>N/A</p>	
<p>The virtual charter school must inform the parent or guardian of each pupil attending the school, in writing, the name of and how to contact each of the following persons: (1) the members of the school board that contracted for the establishment of the virtual charter school and the administrators of that school district; (2) the members of the virtual charter school’s governing body (3) the members of the virtual charter school’s parent advisory council; and (4) the staff of the virtual charter school. §118.40(8)(e)</p>	<p>N/A</p>	

DISTRICT CHARTER SCHOOL CONTRACT

**BETWEEN
WHITNALL SCHOOL DISTRICT**

**AND
WHITNALL CORE4**

JULY 1, 2022

THIS CONTRACT is made by and between the Whitnall School District and the governing board of the CORE4 Charter School.

RECITALS

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

WHEREAS, the District is authorized by Wis. Stat. §118.40(2m)(a) to contract on its own initiative, with an individual or group to operate a school as a charter school; and

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

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

WHEREAS, the District is authorized by Wis. Stat. § 118.40(3)(c) to enter into an agreement under Wis. Stat. § 66.0301, to authorize a charter school;

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

ARTICLE ONE: DEFINITIONS

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

1. “Administrators” means the administrative team of the Charter School.
2. “Applicable Law” means all federal, state, and local law now or in the future applicable to Wisconsin charter schools, including virtual charter schools.
3. “Charter School” and “School” mean a school to be known as CORE4 located at 5000 S. 116 Street Greenfield, WI 53228
4. "Charter School Administrator" means the Administrator of the Charter School.
5. “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.
6. “Department” means the Department of Public Instruction of the State of Wisconsin.
7. “District” means the Whitnall School District, as well as any successor to it that may have jurisdiction over or statutory duties with respect to the Charter School.
8. “Governance Board” means the Board of Directors of the Charter School.
9. “Operational Budget” means the report created by the Charter School Administrator and Governance Board detailing the funding needs for the Charter School including any expected additions to or subtractions from the Charter School fund balance.

10. “Parties” means the Whitnall School District and CORE4, through their designated representatives.
11. “Superintendent” means the Superintendent of the Whitnall School District or any designee of the Superintendent.
12. “Teacher(s)” means an appropriately licensed teacher(s) for the Charter School.

ARTICLE TWO: PARTIES, AUTHORITY, AND RESPONSIBILITIES

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

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

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

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

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

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

These terms must be in the charter contract.

Section 3.1 The name of the legal entity seeking to establish the Charter School.

The Whitnall School District is the entity seeking to establish the Charter School.

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

- a. The Charter School Administrator will collaborate with building principals to supervise and coordinate the daily operation of the Charter school with school staff and will work closely with and report to the Governance Board to ensure the Charter School meets the educational goals set forth in this Contract.
- b. Administrative services will be provided by the District in the same manner as they are provided to other District schools, including but not limited to: purchasing, accounts payable, accounting, bookkeeping, risk management auditing, liability insurance, cash management, payroll, benefits administration, labor relations, staffing, enrollment, pupil services, record-keeping, and pupil testing.

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

- a. CORE4 will provide developmentally appropriate and evidence based instruction in all areas to ensure readiness in social, emotional, physical and academic areas. Curriculum delivery will be a blend of choice activities that are contained in thematic units and center activities.
- b. The Governance Board shall adhere to the educational program set forth herein and shall promptly notify the District in the event the Governance Board proposes to make a significant change in the educational program. Upon receiving notice, the District shall determine whether to renegotiate this Contract or declare this Contract revoked under Section 8.1. The District reserves the right to consider a significant change in the educational program, without District approval, to be a violation of this Contract subject to termination under Section 8.1.
- c. The District shall agree to allow the Charter School to implement the educational program set forth in this Contract. If the Parties wish to mutually change the

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educational program of the Charter School, such change may be made by amendment as agreed to by the Parties.

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

In order to attain the educational goals listed in Wis. Stat. §118.01, the Charter School will provide instruction based on a developmentally appropriate curriculum. Ongoing formal and informal assessments will be conducted. Student progress will be monitored and individual student goals set.

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

- a. The Charter School shall administer such standardized tests as may be required under Wis. Stat. §118.30(1m), 118.016, 121.02(1)(r), 20 U.S.C. §1177 et. seq. (also known as the “Every Student Succeeds Act”), and any other Applicable Laws to pupils enrolled in the Charter School and shall cause the testing data for the Charter School to be transmitted to the District in such form as the District shall customarily transmit such data.

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

- a. The Charter School will be directed by an independent Governance Board that has been organized as a Wisconsin nonstock corporation. The Board has obtained status as a federal tax-exempt organization pursuant to § 501(c)3 of the Internal Revenue Code. The number of Directors and Director’s terms shall be set forth in the Governance Board bylaws. The Board may include, but is not limited to, 2 parent(s) or guardian(s) of students, 1 community member(s) and 1 teacher. No more than a minority of the Board’s members will be employees of the Charter School or employees or officers of the District.
- b. The Governance Board will meet on a regularly scheduled basis with a minimum of 2 meetings per school year and will comply with the Wisconsin Open Meetings Law. The Governance Board will also make reports to the District Board of Education as may reasonably be requested.

- c. The Governance Board shall have autonomy and decision-making authority over:
1. *Calendar and daily schedule;*
 2. *Curriculum and instruction;*
 3. *Policies and procedures specifically unique to the daily operations of the Charter School that are not addressed in existing District policies;*
 4. *Marketing, registration, and enrollment processing; and*
 5. *Charter school operations and procedures.*
- d. In addition to subsection 3.6 (c), the Governance Board shall have the powers necessary to carry out the terms of this Contract including:
1. To receive and disburse funds for school purposes;
 2. To secure appropriate insurance;
 3. To enter into contracts, including contracts with a University of Wisconsin institution or college campus, technical college district board, or private college or university, for technical or financial assistance, academic support, curriculum review, or other services;
 4. To incur debt in reasonable anticipation of the receipt of funds;
 5. To pledge, assign, or encumber its assets to be used as collateral for loans or extensions of credit;
 6. To solicit and accept gifts or grants for school purposes;
 7. To acquire real property for its use; and
 8. To sue and be sued in its own name.
- e. In exercising the authority under Section 3.6(c) and (d), the Governance Board shall adhere to all Applicable Law.
- f. The Articles of Incorporation and Bylaws for the Governance Board are attached hereto and incorporated herein as Exhibits and .

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

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a. The Charter School shall be an instrumentality of the District and all Administrators, Teachers and staff shall be employees of the District.

b. All Administrators, Teachers, and staff at the Charter School will be appropriately licensed by the Department pursuant to Wis. Stat. §118.19.

c. The number of Administrators, Teachers and other staff assigned to the Charter School will be determined by the Governance Board and approved by the District. Recommendations for renewal of administrative and teaching contracts will follow the required statutory timeline.

d. All Administrators, Teachers and other staff will be employees of the District. The District and the Governance Board will collaborate in the hiring process of Administrators, Teachers, and other staff.

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

f. The District will include Charter School staff in all District professional learning.

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

The Charter School shall comply with all Applicable Laws concerning health and safety. The Charter School will follow District policies regarding safety and be included in all District safety drills. The Charter School will have access to Pupil Service staff (social worker, school psychologist, health aide, school counselor) assigned to Edgerton Elementary and Hales Corners Elementary.

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

The Charter School is a public school and shall not discriminate in admission or participation in any program or activity on the basis of sex, race, religion, national origin, ancestry, pregnancy,

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marital or parental status, sexual orientation or physical, mental, emotional, or learning disability. Information on the Charter School will be distributed through newspaper articles, District mailings, brochures, parent-teacher conferences, and the District's web site with a goal of achieving a racial and ethnic balance among pupils that is reflective of the District's school-age population. If necessary, the Charter School will target its marketing efforts to areas that may be underrepresented or at risk in the Charter School's pupil population.

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

- a. The Charter School is open to all students in grades K4 who (i) reside in the District or (ii) are enrolled in the District pursuant to Wis. Stat. §§ 118.51, 118.52, or 118.53.
- b. In collaboration with the District, The Governance Board will set enrollment limits for the following school year by December 1 and submit them to the District by January 1. If the number of enrollment applications exceeds the enrollment limit, the school will select students on a random lottery basis. The Charter School will give preference to pupils and siblings of pupils who are already attending the Charter School. Open enrolled applicants who meet the eligibility requirements and select the Charter School as a preference will be placed in the Charter School if space is available. If a student who has selected the Charter School as a preference is a student with a disability under the Individuals with Disabilities Educational Act, placement will be determined by the IEP team in accordance with federal law.
- c. A waiting list will be formed for preference of am/pm assignment. The waiting list will be utilized until September 1st of the upcoming school year.
- d. The District may include in its lottery all nonresident applicants who seek enrollment in the Charter School. An open-enrolled applicant's admission to the Charter School will be contingent on the student's enrollment in the District.

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

The Charter School shall submit its records for an annual audit by an auditing firm of the District's choosing. The audit shall be conducted in accordance with Applicable Law. The District will assume all audit costs associated with this review. The District may review the financial

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

Section 3.12 The procedures for disciplining pupils.

The Charter School will adhere to the discipline policies of the District.

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

Attendance in the Charter School is voluntary. 4 year old kindergarten is not required.

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

Charter classrooms will be located within the District's two elementary schools.

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

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

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

ARTICLE FOUR: EXEMPTIONS FROM REQUIREMENTS

Section 4.1 The Charter School will take all allowable exemptions provided by Applicable State Law in order to maximize flexibility in the Charter School Program. This includes, but is not limited to, length of school day, number of days and hours, library and media services, number of clock hours for instruction, graduation requirements, and attendance.

ARTICLE FIVE: OTHER TERMS COVENANTS AND CONDITIONS

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

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

Section 5.3 The Charter School shall not charge tuition.

Section 5.4 Special education and related services.

- a. Special education and related services will be provided by the District pursuant to the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act (Section 504). The District shall serve children with disabilities in the Charter School in the same manner as it serves children with disabilities attending other District schools, and shall provide funds under this subchapter to the Charter School on the same basis as it provides funds under this subchapter to other District schools, including proportional distribution based on enrollment of children with disabilities, and at the same time as it distributes other federal funds to the District's other schools.
- b. The District shall remain the Local Educational Agency for all students who qualify for an individualized educational program under IDEA.
- c. Charter School Administrators, Teachers, and staff shall participate in staff development opportunities provided by the District pertaining to IDEA, Section 504, and the Americans with Disabilities Act.

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

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

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

Section 5.6 In the event the Charter School seeks to sell or otherwise dispose of property purchased with monies from the District's annual per student allocation as set forth in Section 5.8, the Charter School shall first provide notice to the District of its intent to dispose of property. Upon receiving notice, the District shall have the right of first refusal to purchase such property at fair market value. In the event the District does not exercise this right within thirty (30) days after receipt of notice, the Charter School may sell or otherwise dispose of such property in accordance with all Applicable Law. In no event shall the Charter School donate property to any organization or governmental body other than the District. In the event the Charter School seeks to sell or otherwise dispose of property purchased with monies raised by the Governance Board, the Charter School shall not be required to provide notice to the District and may sell or otherwise dispose of such equipment in accordance with all Applicable Law.

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

Section 5.8 In return for state aids generated by the Charter School, the District agrees to provide an annual allocation per student for students enrolled in the Charter School as of the Third Friday of September equal to a minimum of 100% of the revenue received per student for the 2022-23 school year. The Parties will review and renegotiate the allocation per student on an annual basis with the minimum amount being determined prior to the start of the school year. If the Parties cannot agree on the allocation per student, the allocation shall be no less than the previous year's revenue share.

Section 5.9 Not less than 45 days after the close of the open-enrollment period for the upcoming year of each year during the term of this Contract, the Charter School Administrator and the Governance Board shall develop and submit to the District an Operational Budget for the Charter School based upon projected enrollment. Upon District approval, 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 addition, the District shall comply with all federal funding requirements in allocating federal funds to the Charter School.

Section 5.10 In the event the Charter School incurs additional costs due to increased enrollment or unforeseen operational expenses or capital expenditures after submission of the Operational Budget, the Charter School shall provide written notice to the District and submit to the District a revised Operational Budget. Upon receipt, the Parties shall convene a committee made up of Superintendent, Director of Business Services, Charter School Administrator and Governance Board President. to review the revised Operational Budget and to negotiate in good faith regarding the request for additional funds. In no event shall the amount of additional funds provided to the Charter School affect the following year's allocation of revenue as set forth in section 5.8. Any unused operational funds allocated pursuant to this provision shall be returned to the District at the end of the school year.

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

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

Section 5.13 The District will not provide transportation to Charter School students.

Section 5.14 The District will not provide lunch to charter school students due to half day programming.

Section 5.15 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 interfere with the orderly and efficient operation of the Charter School.

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

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

Section 5.18 A member of the Governance Board directly involved in the implementation of the terms and conditions of this Contract shall be subject to the following conflict of interest/code of ethics provisions:

It is declared that high moral and ethical standards among state public officials and state employees are essential to the conduct of free government; that the legislature believes that a code of ethics for the guidance of state public officials and state employees will help them avoid conflicts between their personal interests and their public responsibilities, will improve standards of public service and will promote and strengthen the faith and confidence of the people of this state in their state public officials and state employees

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

ARTICLE SIX: JOINT RESPONSIBILITIES OF THE PARTIES

Section 6.1 Operation or Management Contracts and other Sub-Contracts

The District reserves the right to review and approve beforehand any Operation or Management Contract for operation or management of the Charter School that the Governance Board seeks to enter into with any third party; provided, however, that such approval shall not be unreasonably withheld, conditioned, or delayed. An “Operation or Management Contract” is a contract (i) that relates to the creation, implementation, or operation of the academic program, instruction, supervision, administration, or business services at the Charter School

- a. Every Operation or Management Contract shall: (i) be written and executed by both the Governance Board and the third party; (ii) contain the third party’s covenant to submit to the District any documentation material to the District’s

efforts to assist the District in carrying out its oversight responsibilities; and (iii) provide that the third party shall, subject to Applicable Law, grant the District and the Governance Board the right to inspect and copy at cost any and all records and documents directly related to the terms and conditions of this Contract, including pupil records. In addition, every Operation or Management Contract with a third-party provider of educational management services shall specify the nature and methods of compensation for such third-party provider of educational management services, and shall specify the methods and standards the Governance Board shall use to evaluate the performance of the third party.

Section 6.2 Performance Evaluations:

- a. The District shall review the academic and financial performance of the Charter School annually. The measures used to evaluate the Charter School shall be consistent with all applicable measures used to evaluate the performance of all District schools. The Charter School Administrator and Superintendent will collaborate to develop the Charter School reporting procedure and timeline for reporting to the District.
- b. The following will be reviewed in conjunction with District data:
 1. Demographic data of school
 2. Results of State Testing
 3. Results of Annual School Report Card from previous year
 4. Results of student growth (school chosen adaptive test)
 5. District-wide assessments
 6. Results of Staff and Parent Engagement Surveys
- c. At the end of each school year during the term of this Contract, the Charter Schools shall provide to the District a report stating whether the Charter School met the standards set forth in the Department's accountability system. If the Charter School did not meet the standards, the report shall include a detailed plan for implementing all corrective requirements necessary for doing so.
- d. In considering renewal of this Contract, the District shall give priority consideration to the Charter School's performance in the state's accountability system and student achievement.

ARTICLE SEVEN: NOTICES, REPORTS, AND INSPECTIONS

Section 7.1 Notices.

- a. **Agendas and Meetings.** The Charter School shall provide to the District agendas and advance notice of all meetings of the Governance Board and its committees. Meetings of the Governance Board and its committees shall be governed by Robert’s Rules of Order, Newly Revised and shall comply with Wisconsin Open Meetings Law for public entities, Wis. Stat. § 19.81, et seq.
- b. **Governmental Agencies.** The Charter School shall promptly notify the District when the Charter School receives any correspondence from the Department or the United States Department of Education, or other governmental agency that requires a formal response, except that no notice shall be required of any routine, regular, or periodic mailings.
- c. **Legal Actions.** The Charter School shall promptly report to the District any material litigation, threatened or filed, or formal court proceedings alleging violation of any Applicable Law with respect to the Charter School, its employees, or its students.

Section 7.2 Certain Reports.

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

ARTICLE EIGHT: REVOCATION OF CONTRACT BY THE DISTRICT

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

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

- c. The School employees, or agents provided the District false or intentionally misleading information or documentation in the performance of this Contract;
- d. The Charter School has failed to comply with Applicable Law;
- e. The Charter School has violated Wis. Stat. § 118.40.
- f. The Governance Board violates any of the terms, conditions, promises or representations contained in or incorporated into this Contract; or
- g. The Charter School is financially unsustainable as determined by an audit conducted in compliance with generally accepted accounting standards of fiscal management.

Section 8.2 Procedures for the District’s Revocation:

- a. Emergency Termination or Suspension Pending Investigation. When Risk of Student Health or Safety. If the District Board of Education and/or the Superintendent or designee determines that any of the Events of Default set forth in Section 8.1 has occurred and that thereby the health or safety of the Charter School’s students is immediately put at risk, the District shall provide the Charter School written notice of such Event(s) of Default and, upon delivering such notice, may either terminate this Contract immediately or may exercise superintending control of the Charter School pending investigation of the pertinent charge.
 - 1. If the District elects to exercise superintending control pending investigation of the pertinent charge, the District shall give the Charter School written notice of the investigation, shall commence such investigation immediately, shall permit the Charter School to address the pertinent charge, and shall thereafter complete its investigation as quickly and as reasonably practicable.
 - 2. Upon completing its investigation, the District shall promptly deliver to the School in writing either a notice of immediate termination on the basis set forth in Section 8.2(a), or a notice of an Event of Default and an opportunity to cure pursuant to Section 8.2(c), or a notice rejecting the pertinent charge and reinstating control of the Charter School to the Governance Board.
- b. Emergency Termination or Suspension Pending Investigation When Risk of Financial Peril. If the District Board of Education and/or the Superintendent or designee

determines that any of the Events of Default set forth in Section 8.1 has occurred and that thereby the District is immediately at risk for financial peril, the District shall provide the Charter School written notice of such Event(s) of Default and, upon delivering such notice, may either terminate this Contract immediately or may exercise superintending control of the Charter School pending investigation of the pertinent charge.

1. If the District elects to exercise superintending control pending investigation of the pertinent charge, the District shall give the Charter School written notice of the investigation, shall commence such investigation immediately, shall permit the Charter School to address the pertinent charge, and shall thereafter complete its investigation as quickly and as reasonably practicable.
 2. Upon completing its investigation, the District shall promptly deliver to the School in writing either a notice of immediate termination on the basis set forth in Section 8.2(a), or a notice of an Event of Default and an opportunity to cure pursuant to Section 8.2(c), or a notice rejecting the pertinent charge and reinstating control of the Charter School to the Governance Board.
- c. Non-Emergency Revocation and Opportunity to Cure. If the District Board of Education and/or Superintendent or designee determines that any of the Events of Default has occurred, but that such occurrence does not thereby immediately put at risk the health or safety of the Charter School's students, the District shall advise the School in writing of the pertinent occurrence and shall specify a reasonable period of time (though in no instance less than 30 days) within which the School shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Superintendent.
1. If the Charter School does not so cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the District Board of Education or Superintendent, the District may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.
 2. If the District terminates this Contract, termination shall become effective at the end of the current academic semester.

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

ARTICLE NINE: TERMINATION BY THE GOVERNANCE BOARD

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

- a. The Governance Board has lost its right to exercise authority granted under this Contract and/or under Wisconsin law.
- b. The District defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.
- d. The District has violated Wis. Stat. § 118.40 or other Applicable Law.

Section 9.2 Procedures for Governance Board Termination of Contract:

- a. If the Governance Board determines that any of the Events of Default set forth in Section 9.1 has occurred, the Governance Board shall notify the District Board of Education and/or Superintendent or designee of the pertinent Event(s) of Default. The notice shall be in writing and shall set forth in sufficient detail the grounds for termination.
- b. Discretionary Termination.
 - 1. Upon receipt of notice of the Events of Default, the District Board of Education and/or Superintendent or designee may conduct a preliminary review of the alleged basis for termination to ensure that such bases are bona fide and to determine whether the Events of Default may be cured. Such review shall be completed promptly. Within thirty (30) days after the District Board of Education or Superintendent receives the Governance Board's notice, the District Board of Education or Superintendent shall deliver to the Governance Board a notice either approving the Governance

Board's requested termination or denying the same on the grounds that the asserted bases for termination are not in fact bona fide or on the grounds that the District intends to cure the Events of Default.

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

c. Termination, Nonrenewal and Closure Procedures

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

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

ARTICLE TEN: TECHNICAL PROVISIONS

Section 10.1 Term of Contract. The term of this contract will be five (5) years. The term of this Contract shall commence on July 1, 2022 and continue until June 30, 2027. The Contract may be renewed for additional terms as agreed to by the Parties. The decision to renew will be driven by the Charter School's performance in the Wisconsin accountability system and proven student achievement.

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

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

Section 10.4 Severability. If any provision of this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 10.5 Successors and Assigns. The terms and provisions of this Contract are binding and shall insure 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 between the Parties with respect to the subject matter of this Contract. All prior application materials, agreements or contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

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

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

Section 10.9 Force Majeure. 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 Counterparts. This Contract may be executed in counterparts and shall be as effective as if executed in one document. Electronic signatures shall be as effective and valid as original signatures. This Contract shall only be valid and binding upon the signatures of all parties.

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

District Board of Education Whitnall School District
Kevin Stachowiak
5000 S. 116 Street
Greenfield, WI 53228

Superintendent of Whitnall School District
5000 S. 116 Street
Greenfield, WI 53228

Charter School Governance Board CORE4
Board President TBD
5000 S. 116 Street
Greenfield, WI 53228

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

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

FOR THE GOVERNANCE BOARD:

Name

Signature

Title

Date

Name

FOR THE DISTRICT BOARD OF EDUCATION:

Name

Signature

Title

Date

Name

Signature

Title

Date

Name

Signature

Title

Date

Signature

Title

Date

Name

Signature

Title

Date

Date:	May 23, 2022	<input type="checkbox"/> Discussion Item Only
To:	Whitnall School Board	<input type="checkbox"/> Discussion Item and Future Action Item
From:	Jon Duhr, Director of Bus. Svcs Todd Iverson B&G Manager	<input checked="" type="checkbox"/> Action Item
Subject:	HVAC Building Automation System	<input checked="" type="checkbox"/> Attachments Included

Board Consideration or Action: Recommendation to approve the HVAC Building Automation System project as presented to HVA Products for a cost not to exceed \$690,000.00

Reason for Consideration or Action: Board Policy 6320 - Competitive Bids

Background/Reference: The following proposal is to update the BAS (Building Automation System) at Whitnall High School, Whitnall Middle School and Edgerton Elementary School. This is per the 10 Year Capital Improvement Plan and discussion at the December 6 board meeting.

The BAS system controls the HVAC systems with a number of building control units which are fed to a central computer in each building. The age of these existing systems makes them difficult to control and costly to maintain. The operating system that the current system runs on is outdated and unsupported.

This project was identified in the capital improvement plan as necessary based on the comprehensive facilities study that was conducted by Bray Architects in 2017.

The funding is intended to come from Fund 41.

Strategic Alignment and Cost Factor: Cost not to exceed \$690,000.00



Controls

TO: Todd Iverson 5/4/2022
 COMPANY: WHITNALL SCHOOL DISTRICT
 FROM: Krishan Mehta
 BID DATE: 5/4/2022
 ADDENDUM SEEN: 0 to 0
 RE: 21-0477 - WHITNALL SCHOOL DISTRICT - CONTROLS UPGRADE

Dear Todd,

We propose to furnish and install the following temperature control system:

WHITNALL HS

JOHNSON CONTROLS, INC.

- (1) WEB BASED GRAPHICAL INTERFACE SUPERVISORY CONTROLLER
- (16) AIR HANDLING UNIT CONTROL - DDC
- (1) CHILLED WATER SYSTEM CONTROL - DDC
- (1) HOT WATER SYSTEM CONTROL - DDC
- (11) FAN COIL UNIT CONTROL - DDC
- (2) BOOSTER COIL CONTROL - DDC
- (60) VAV TERMINAL UNIT CONTROL - DDC
- (51) UNIT VENTILATOR CONTROL - DDC
- (3) ROOFTOP UNIT CONTROL - DDC
- (1) MAKE-UP AIR UNIT CONTROL - DDC
- (15) EXHAUST FAN CONTROL - DDC

EXISTING CONTROL VALVES AND DAMPERS TO BE REUSED.
 EXISTING PNEUMATIC LINES TO BE REUSED FOR PNEUMATIC CONTROL VALVES.
 ENGINEERING, PROGRAMMING, COMMISSIONING AND TRAINING.

CERTIFIED DBE, MBE, EBE

Pricing is subject to change even after order is received based on factory surcharges or price increases.

This quotation subject to your written acceptance within 30 days. No sales or used taxes.
 The quantities that are quoted are in direct relation to the prices given; any variations made will result in price changes. This quotation subject to change without notice and void after 30 days.

Terms and conditions of sale net 30 day and upon receipt of satisfactory credit information
10412 N Baehr Rd - Mequon - WI - 53092 - Ph: (262) 242-9393



Controls

WHITNALL MS

- (1) WEB BASED GRAPHICAL INTERFACE SUPERVISORY CONTROLLER
 - (1) CHILLED WATER SYSTEM CONTROL - DDC
 - (1) HOT WATER SYSTEM CONTROL - DDC
 - (6) AIR HANDLING UNIT CONTROL - DDC
 - (1) ENERGY RECOVERY UNIT CONTROL - DDC
 - (2) FAN COIL UNIT CONTROL - DDC
 - (72) VAV TERMINAL UNIT CONTROL - DDC
 - (4) BOOSTER COIL CONTROL - DDC
 - (15) EXHAUST FAN CONTROL - DDC
 - (3) INLINE FAN CONTROL - DDC
- EXISTING CONTROL VALVES AND DAMPERS TO BE REUSED.
EXISTING PNEUMATIC LINES TO BE REUSED FOR PNEUMATIC CONTROL VALVES.
ENGINEERING, PROGRAMMING, COMMISSIONING AND TRAINING

EDGERTON ES

- (1) WEB BASED GRAPHICAL INTERFACE SUPERVISORY CONTROLLER
 - (1) AIR HANDLING UNIT CONTROL - DDC
 - (14) TERMINAL UNIT CONTROL - DDC
 - (24) UNIT VENTILATOR CONTROL - DDC
 - (7) FAN COIL UNIT CONTROL - DDC
 - (1) HOT WATER SYSTEM CONTROL - DDC
 - (1) CHILLED WATER SYSTEM CONTROL - DDC
 - (5) EXHAUST FAN CONTROL - DDC
- EXISTING CONTROL VALVES AND DAMPERS TO BE REUSED.
EXISTING PNEUMATIC LINES TO BE REUSED FOR PNEUMATIC CONTROL VALVES.
ENGINEERING, PROGRAMMING, COMMISSIONING AND TRAINING

SERVER OPTION

ADDED FX SERVER TO INTEGRATE SUPERVISORY CONTROLLERS FOR HIGH, MIDDLE AND ELEMENTARY SCHOOLS INTO A SINGLE USER INTERFACE. THE FX SERVER COLLECTS, STORES AND PROVIDES ACCESS TO LARGE AMOUNTS OF INFORMATION SUCH AS SCHEDULES, ALARMS AND HISTORIES VIA ONE IP

CERTIFIED DBE, MBE, EBE

Pricing is subject to change even after order is received based on factory surcharges or price increases.

This quotation subject to your written acceptance within 30 days. No sales or used taxes. The quantities that are quoted are in direct relation to the prices given; any variations made will result in price changes. This quotation subject to change without notice and void after 30 days.

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10412 N Baehr Rd - Mequon - WI - 53092 - Ph: (262) 242-9393



Controls

ADDRESS. THIS WILL ALLOW A USER TO VIEW ALL THREE SCHOOL SYSTEMS FROM A SINGLE LOGIN.

GRAND TOTAL... \$690,000.00

Not Included:

- No Liquidated Damages
- No Equipment or VFD Start-Ups
- No Premium Time Labor
- No HVAC Equipment
- No Fire, Smoke, Fire/Smoke Dampers, Wiring, or Control
- No Valve or Damper Installation
- No AFMS, Flow Meters or VFD's

CERTIFIED DBE, MBE, EBE

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This quotation subject to your written acceptance within 30 days. No sales or used taxes.

The quantities that are quoted are in direct relation to the prices given; any variations made will result in price changes. This quotation subject to change without notice and void after 30 days.

Terms and conditions of sale net 30 day and upon receipt of satisfactory credit information

10412 N Baehr Rd - Mequon - WI - 53092 - Ph: (262) 242-9393

Date:	May 9, 2022	
To:	Whitnall School Board	<input type="checkbox"/> Discussion Item or Report Only
From:	Russell Tillmann, WHS Assistant Principal	<input checked="" type="checkbox"/> Discussion Item and Future Action Item
Subject:	Class Size Variance Request	<input type="checkbox"/> Action Item
		<input type="checkbox"/> Attachments Included

Board Consideration or Action: Approval of variance to run courses less than board policy for class size minimum with the condition that if enrollment drops below 10 students, the summer school course would be canceled.

Reason for Consideration/Action: Running the recommended courses with lower class size are important for WHS students to work ahead in art and business by finishing this prerequisite for other business and art courses early. Taking Art Fundamentals during the summer allows incoming 9th grade students to work ahead so they can take more advanced classes in art earlier. Taking Art Fundamentals as a 9th or 10th grader also opens up students’ schedules as upperclassmen to take more advanced and exploratory courses in other areas. Students who take Personal Finance during the summer are able to meet the financial literacy requirement for graduation. This also opens up students’ schedules to take more advanced business courses and frees up their schedule to take other electives during the school year.

Background/Reference: This is the first year that we are offering Physical Education 9, Art Fundamentals, and Personal Finance during summer for high school credit. We have 25 students registered for Physical Education 9. However, both Art Fundamentals and Personal Finance have low enrollment.

2312 - CLASS SIZE

The Board of Education shall provide reasonably equal class sizes by grade level throughout the District.

Class Size Minimums

The Board shall set the minimum limits for class sizes. Class sizes for programs for students with disabilities shall be in accordance with state guidelines unless the District applies for and receives a variance. Classes with less than eighteen (18) students will not be offered without specific School Board approval. At risk classes, gifted and talented classes and advanced level classes of less than twelve (12) students will not be offered without specific School Board approval.

"Advanced level classes" are the last classes in a sequence of three (3) or more year-long classes or a sequence of four (4) or more semester classes.

The following classes have a projected enrollment less than Board Policy PO 2312. The following courses are being recommended for variance by the school board to run for the summer of the 2021-2022 school year.

Course #	Course Name	Department	Length	Projected Enrollment
1000	Art Fundamentals	Art	5 weeks	13
2500	Personal Finance	Business	5 weeks	10

Whitnall High School Assistant Principal has called all parents of students for both classes to verify enrollment for summer courses. On 5/5/22 an email went out to all parents of students enrolled in Art Fundamentals and Personal Finance for the 2022-23 school year to encourage summer school enrollment as an option for these courses.

Update:

Strategic Alignment and Cost Factor:

Included in current budget? Yes No

Explanation:

Date: May 9, 2022

To: Whitnall School Board

From: Lisa Olson, Superintendent
Personnel Committee

Subject: WAFT and District Negotiations Proposal

Discussion Item or Report Only

Discussion Item and Future Action Item

Action Item

Attachments Included

Board Consideration or Action: Approve district proposal for negotiated wage increases for 2022-23 for WAFT

**Reason for
Consideration/Action:**

Background/Reference:

The Whitnall School District Personnel Committee met with the WAFT negotiations team to exchange initial proposals on April 18, 2021. WAFT president, Brian VanBuren informed us on May 5 that the educators voted to approve the attached district proposal for wage increases for 2022-23.

The board must approve the proposal that was recommended by the WSD personnel committee/negotiations team.

Educators completing microcredentials will be provided those base wage increases outside of this proposal.

Update:

**Strategic Alignment and
Cost Factor:**

Included in current budget? Yes X No

Explanation:

This will be included in the 2022-23 budget

**INITIAL PROPOSAL
OF THE
WHITNALL SCHOOL BOARD
TO THE
WHITNALL AREA FEDERATION OF TEACHERS**

April 18, 2022

- 1) Duration: This agreement will be effective July 1, 2022 - June 30, 2023.
- 2) The District proposes an increase of \$2,000 per educator's full-time equivalency (FTE).
- 3) Wages will be given to all returning educators from 2021-2022 per their 2022-2023 FTE.
- 4) Any staff over \$90,000 will receive the \$2,000 as a stipend.
- 5) Teachers on a Performance Improvement Plan at the beginning of the 2022-23 school year are not eligible for the increase.