

BOARD OF EDUCATION

SHEBOYGAN AREA SCHOOL DISTRICT Sheboygan, Wisconsin

REGULAR MEETING AGENDA

Tuesday, January 24, 2023 **6:00 p.m.**

The regular meeting of the Board of Education of the Sheboygan Area School District will be held in the Board of Education meeting room, 3330 Stahl Road, Sheboygan, Wisconsin, on **Tuesday, January 24, 2023**, at **6:00 p.m.** The following items will be presented for consideration at that time:

Please note that some Board members may be participating in this Board meeting via teleconference or other remote access technology. Members of the public who attend the meeting will be able to hear any open session dialogue between such members and the Board members present in the Boardroom. In addition, the District is offering audio and video access to the meeting via phone connection by calling 1-312-626-6799 with Meeting ID: 824 3611 2811 and Passcode: 960240 or https://us06web.zoom.us/j/82436112811?pwd=dHljQkdROWNFbjNMdEZJbnBJZjY0dz09 or via livestream https://www.youtube.com/user/SheboyganSchools at the scheduled meeting time. For those community members who would like to provide community input, you must access the meeting via the zoom link noted above.

(*times may vary)

6:00 I. CALL TO ORDER: President

6:01 II. PLEDGE OF ALLEGIANCE

6:02 III. APPROVAL OF THE AGENDA (Action)

6:03 IV. ROLL CALL (Informal)

6:04 V. APPROVAL OF MINUTES (Discussion/Action)

Action on the Regular Board of Education meeting minutes of December 13, 2022 and Closed Session meeting minutes of January 10, 2023.

6:05 VI. DIPLOMAS – Ms. Kay Robbins/Mr. Jacob Konrath (Information/Action)

- A. The Curriculum and Instruction Committee recommends that high school diplomas (early graduation GED Option 2 Program) be awarded to Xhoel Corbaxhi, Riley Diedrich, Thomas Glasgow III, Isabelle Hoffman, Aleyda Jaimes, Cadence Pockat, Ian Prisinger, Alexander Rabon, Brandi Russell, Valerie Sanders, Gavin Stanisch, Felicity Tews, William Theune, Isabella Wegner, and PaChee Yang, North and South High Schools class of 2023.
- B. The Curriculum and Instruction Committee recommends that high school diplomas be awarded to Luis Cortes Gomez, Leonardo Enriquez, Alejandro Vallejo, and Owen Denson, North and South High Schools, class of 2022. The Curriculum and Instruction Committee recommends that a high school diploma be awarded to Sean Gall, North High School, class of 2022 through the GED Option 2 Program from the Wisconsin Department of Public Instruction (DPI).
- C. The Curriculum and Instruction Committee recommends that high school diplomas (early graduation) be awarded to students from Central, North, South, and George D. Warriner High Schools who are members of the class of 2023.

	<u>Total</u>
Central High School	6
North High School	11
South High School	8
George D. Warriner High School	<u>2</u>
Total	27

6:10 VII. STUDENT REPRESENTATIVES (Information)

Reports will be provided by:

<u>Central High School</u>: Brionna Jones <u>Ètude High School</u>: Liliana Heinen

Warriner High School: Azrielle Berge

6:20**VIII. COMMUNITY INPUT – President** (Information)

Citizens may be recognized & make statements at this time, indicating their names & addresses before speaking. Please refer to Community Input Guidelines on the last page of the agenda.

6:21 IX. SUPERINTENDENT'S REPORT – Mr. Seth Harvatine (Information)

A report of events/activities in the District will be provided.

6:27 X. MISCELLANEOUS

10 min. A. SUPERINTENDENT SUCCESSION PLAN – Ms. Mary Lynne Donohue (Information/Discussion)

President Donohue will share information regarding the proposed steps and timeline for the selection of the next Superintendent of Schools.

15 min. B. CHARTER SCHOOL RE-AUTHORIZATION –Mr. Jacob Konrath/Mr. Eric Spielman/Ms. Katie Beine/Mr. Kevin Delray (Discussion/Possible Action)

The administration requests approval for re-authorization of the Lake Country Academy charter school contract.

2 min. C. ADOPTION (SECOND READING) TO DELETE BOARD OF EDUCATION POLICY 2416.01 – PARENTAL/POLICE ACCESS TO LIBRARY MEDIA CENTER INFORMATION – Mr. Jacob Konrath (Discussion/Possible Action)

The administration recommends the adoption (second reading) to delete the following policy:

• Policy 2416.01 – Program; Parental/Police Access to Library Media Center Information

2 min. D. SOUTH HIGH SCHOOL BAND FIELD TRIP – Mr. Jacob Konrath (Information/Action)

The administration recommends the approval of South High School students to travel to Orlando, Florida from February 28-March 3, 2023 to enhance the learning experience for South High School band students and staff, as per Policy 2340.

6:56 XI. REPORT OF COMMITTEES

A. CURRICULUM & INSTRUCTION COMMITTEE - Ms. Kay Robbins, Chair

- 1. Diplomas (Early Graduation) (See above)
- 2. Diplomas (Early Graduation GED Option 2 Program) (See above)
- 3. Diplomas (See above)
- 4. Regular and Special Education Enrollment Caps (Information/Action)
- 5. Research Project Per Board of Education Policy 2416 (Information)
- 6. 2023 UCA National High School Cheerleading Championship Field Trip (Information/Action)
- 7. International Model United Nations Conference Field Trip (Information/Action)

B. HUMAN RESOURCES COMMITTEE - Dr. Susan Hein, Chair

- 1. Appointments (Confirming Action)
- 2. Separations (Information)
- 3. Introduction (First Reading) of Revised Board of Education Policy 3120.04 Employment of Substitutes (Discussion/Possible Action)
- Introduction (First Reading) of Revised Board of Education Policy 4120.04 Employment of Substitutes (Discussion/Possible Action)
- 5. Introduction (First Reading) of Revised Board of Education Policy 1421 Criminal History Record Check and Employee Self-Reporting Requirements (Discussion/Possible Action)
- 6. Introduction (First Reading) of Revised Board of Education Policy 3121 Criminal History Record Check and Employee Self-Reporting Requirements (Discussion/Possible Action)

- 7. Introduction (First Reading) of Revised Board of Education Policy 4121 Criminal History Record Check and Employee Self-Reporting Requirements (Discussion/Possible Action)
- 8. Introduction (First Reading) of Revised Board of Education Policy 4213 Student Supervision and Welfare (Discussion/Possible Action)
- 9. Introduction (First Reading) of Revised Board of Education Policy 3213 Student Supervision and Welfare (Discussion/Possible Action)
- 10. Introduction (First Reading) of Revised Board of Education Policy 1213 Student Supervision and Welfare (Discussion/Possible Action)

C. FACILITIES/RECREATION/THEATRE COMMITTEE - Mr. Ryan Burg, Chair

- 1. Sheboygan Theatre Company Financial Report (Action)
- 2. Community Recreation Department Financial Report (Action)
- 3. Facility Permit Report (Information)

D. FINANCE & BUDGET COMMITTEE - Mr. David Gallianetti, Chair

- 1. Fund 41 Capital Projects (Action)
- 2. Statement of Cash Flow (Action)
- 3. Revenues & Expenditures Reports (Action)
- 4. Budget Revisions and Transfers of Appropriations (Action)
- 5. Introduction (First Reading) of Revised Board of Education Policy 6610 Student Activity Fund (Discussion/Possible Action)
- 6. Gifts (Action)

E. COMMITTEE OF THE WHOLE - Mr. Santino Laster, Chair

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Approval of the Agenda
- 4. Roll Call
- 5. 2021-2022 Audit Report (Information/Discussion)
- 6. Urban Middle School Water Damage Update (Information/Discussion)
- 7. Urban Middle School Site Recommendation (Discussion/Possible Action)
- 8. WASB Proposed Resolutions (Information/Discussion/Possible Action)
- 9. District Administrator Performance Evaluation System (DAPES) (Information/Discussion)
- 10. Adjourn to Closed Session
- 11. Reconvene to Open Session
- 12. Adjourn

F. SPECIAL BOARD COMMITTEES/ASSIGNMENTS

- 1. Human Growth and Development Citizens' Advisory Committee Mr. Seth Harvatine/Ms. Kay Robbins/Mr. Eric Spielman (Information/Possible Action)
 - Ms. Robbins and Mr. Spielman will provide an update of the Human Growth and Development Citizens' Advisory Committee meeting minutes of January 9, 2023.
 - The committee recommends the appointment of Ms. Kelsi Engelhardt for the open community member position. Voting results and letters of applications for candidates can be found in the January 9, 2023 meeting minutes.
- 2. Sheboygan Public Education Foundation Mr. Seth Harvatine (Information) Information from the January 11, 2023 meeting will be shared.

7:10 XII. FUTURE MEETING DATES (Information/Possible Action)

February 14, 2023 – Committee meetings at 6:00 p.m.

February 28, 2023 - Regular Board of Education meeting at 6:00 p.m.

XIII. ADJOURN (Action)

Seth A. Harvatine

Superintendent & Secretary of the Board

Seth a. Het

SAH:jjh

Please note that the special needs of individuals with disabilities, who wish to attend the meeting will be accommodated through appropriate aids and services. For additional information, or to request assistance, please contact Assistant Superintendent Mark Boehlke, at the Department of Business and Operational Services, 3330 Stahl Road, Sheboygan, WI 53081, 920-459-3955.

Community Input Guidelines

At

Board of Education Meetings

Welcome to this meeting of the Sheboygan Area School District Board of Education. We are pleased that you are interested in educational issues. We are interested in your comments and concerns about the school district. There will be a part of this meeting for community input. (please refer to the agenda.) Individuals who live or work within the Sheboygan Area School District may address the Board. Others may address the Board at the discretion of the Board president.

In order for the meeting to flow smoothly, we would appreciate that the following guidelines be followed by anyone wishing to address the Board of Education this evening.

- Please limit comments or suggestions to three minutes or less because we do have a full agenda to follow.
- 2. Comments and suggestions on the school district are welcome. Personal criticism of members of the Board of Education or employees of the school district is out of order.
- 3. If you are a resident within the Sheboygan Area School District or work within the Sheboygan community and would like to be recognized, please raise your hand. After being recognized, please stand and clearly state and spell your name and address for the record. Also, for the record, please sign your name and address on the clipboard after you have spoken.

The Board normally receives citizen input and does not respond or debate. If there is a need for an answer or a response to a concern or issue, the Superintendent or one of the administrative staff members will get back to you within the next week.

Thank you for your assistance.



DRAFT

BOARD OF EDUCATION SHEBOYGAN AREA SCHOOL DISTRICT Sheboygan, Wisconsin REGULAR MEETING MINUTES Tuesday, December 13, 2022

The regular meeting of the Board of Education of the Sheboygan Area School District was held on Tuesday, the 13th day of December at 6:30 p.m. in the Board of Education meeting room, 3330 Stahl Road, Sheboygan, Wisconsin, as well as members attending via teleconference or other remote access technology. This regular meeting was announced in compliance with the Open Meeting Law of the Wisconsin State Statutes.

President Donohue called the meeting to order at 6:30 p.m.

President Donohue requested that everyone stand and join her in the Pledge of Allegiance.

Moved by Dr. Hein, seconded by Mr. Gallianetti to approve the agenda. All ayes. Motion carried unanimously.

Present: Mr. Mark Mancl, Ms. Rebecca Versey, Mr. Ryan Burg, Ms. Kay Robbins, Ms. Mary Lynne Donohue, Dr. Susan Hein, Mr. David Gallianetti, Ms. Sarah Ruiz-Harrison

Excused: Mr. Santino Laster

APPROVAL OF MINUTES

Moved by Dr. Hein, seconded by Mr. Burg to approve the Regular Board of Education meeting minutes of November 22, 2022. All ayes. Motion carried unanimously.

STUDENT REPRESENTATIVES

Ms. Carolyne Van Deventer, North High School student representative talked about her family and upbringing and her plan after high school is to attend Georgetown University for biochemistry. North hosted a speaker, Chris Herren, who spoke about his battle with addiction and had a message that was extremely inspiring. Fifty-four juniors were inducted into the National Honor Society, and Ms. Van Deventer commented that this year seemed the most normal. Rigor is back, participation is high, and people just generally seem happier. North hosted their annual holiday breakfast serving more than 1,300 people from the community, as well as other events to help support the community.

Ms. Sumeja Ibraimi, South High School student representative is a Muslim Albanian student. She talked about the Project Lead the Way classes she has taken, and she remains very busy with medical classes. She was seen on FOX 11 news representing students who are participating in the Certified Nursing Assistant program at Lakeshore Technical College. She hopes to attend the University of Wisconsin-Madison for pre-med. She reported that the Veteran's Day program was heartwarming and that South also hosted Chris Herren to speak to students. She added that South celebrated its first Albanian independence day and the National Honor Society held its induction ceremony with Carla Vorpahl as the guest speaker. She is very honored to be representing a school that has allowed her to represent her culture.

COMMUNITY INPUT

Mr. Jon Paul, 5332 Wild Meadow Dr., Sheboygan, WI – The Human Growth & Development procedural rules do not align with the State statute and he feels the District is trying to limit other residents from serving on the committee. He also does not agree with term limits and believes it is being incorporated into the language because some conservatives want to serve on the committee. The statute does not indicate term limits and yet we only want to allow reappointment of a member once. If a parent wants to serve on a committee they have to be allowed. He has asked for addresses of all the current committee members and has not received that information. He also asked for the name of the District's attorney and who developed the procedural rules.

Ms. Ellen Vojta, 2934 Ashby Ct., Sheboygan, WI – Prior to the meeting the community input guidelines were read. She does not feel a lot of respect from the school board. Her reward has been to receive half-truths, very carefully chosen words, and boldfaced lies. She has given the benefit of the doubt but has a simple question as to whether the committee members reside within the Sheboygan community. The answer she has gotten is we do not know, but we know for sure one is not. She can only conclude

that there is something that is going on that the Board and administration does not want her to know. Many have asked verbally and in writing. So much for respect and transparency. Why would a non-resident volunteer their time to serve on this committee? Do the residents or non-residents of this committee serve on a committee in another district? They could conceivably live anywhere else because the meetings are virtual.

Mr. Jan Vojta, 2934 Ashby Ct., Sheboygan, WI – There was little to no discussion by the Human Growth and Development Committee and likely the procedural rules were written by the administration, which allows them to control the makeup and intent of the committee which all violates the State statute. This is the third time he is here for community input and he feels they have been given zero consideration with regards to their concerns. The Board is discouraging community members to provide input. This is an ill-conceived concept they are being dumped with. Article VIII indicates closed session and there is no reason to go into a closed session. He also does not feel the committee should be nominating new members. He believes the proposal is clearly set up as a battle ground and it should not be considered.

Ms. Judi Pool, 18 Ashwood Dr., Sheboygan, WI – She is horrified that an ad-hoc committee has turned into such a circus. It demeans the people and residents in the City who have volunteered their time on this. The idea of an ad-hoc committee is that it is unplanned and spur of the moment, and is not as formal a committee that we are trying to make. She does not understand why the Board and administration are continuing with this. She asked the school board to not vote on the procedural rules as they do not have enough information. It is unfair and not right to do.

Ms. Ruth Luedtke, 3018 Evergreen Pkwy., Sheboygan, WI – The State statute does not limit the members or number of parents that can participate. The non-voting, ex-officio allows undue influence over the committee. The statute does not speak to rules, requirements, etc. It is a volunteer committee because there is a statute mandating and requiring it. Limiting the size and number of parents, and specifying term limits are all violations. Residency is required in the District and composed of residents in the District. She encouraged the Board to vote no, and to keep the real intent of the committee which is to serve the students and community of the District.

SUPERINTENDENT'S REPORT

Mr. Harvatine provided his report of events/activities in the District including the annual South High School jazz ensemble performance. South also held its Hour of Code event that is open to all students, parents, staff, and community members. He asked the Board to review the listing of holiday programs that were shared and encouraged them to take the time to visit one of the programs. School choice is open December 1-February 8 for families who would like to make a transfer to a different school in the District, and the UW-Green Bay faculty and other employees across all the UW-Green Bay campuses have volunteered to read to elementary school students.

MISCELLANEOUS

A. Human Growth and Development Citizens' Advisory Committee Procedural Rules

Moved by Mr. Mancl, seconded by Dr. Hein to refer the proposed procedural rules back to the Human Growth and Development Citizens' Advisory Committee. Motion failed 3-5 (No – Gallianetti, Ruiz-Harrison, Robbins, Donohue, Burg)

Moved by Ms. Robbins, seconded by Mr. Burg to adopt the proposed procedural rules of the Human Growth and Development Citizens' Advisory Committee with amendments. Motion carried 7-1 (No – Mancl)

Moved by Mr. Burg, seconded by Dr. Hein to amend Article V. Membership C. to remove "it is desirable that". All ayes. Motion carried unanimously.

Moved by Mr. Burg, seconded by Mr. Gallianetti to amend Article V. Membership C. to read: All voting members shall reside, serve the Sheboygan Area School District, or be a parent of a student, or a student in the Sheboygan Area School District. Motion carried 5-3 (No – Mancl, Versey, Hein)

Moved by Dr. Hein, seconded by Mr. Burg to amend Article V. Membership B. to increase the voting members to 13 by adding an additional parent (5). Motion carried 7-1 (No – Mancl)

Moved by Mr. Mancl, seconded by Mr. Gallianetti to delete Article VIII. Meetings D. Motion carried 7-1 (No – Donohue)

Moved by Mr. Mancl, seconded by Dr. Hein to amend Article V Membership H. to delete "voting members may be reappointed once". Motion carried 7-1 (No – Donohue)

Mr. Harvatine talked about the purpose of the information as well as the questions that have been raised about state statute and added that the proposed procedural rules are intended to clarify membership and meeting structure. Any action, as a result of these rules, would be implemented starting with the Human Growth and Development Citizens' Advisory Committee meeting on January 9, 2023. The presentation is designed to provide clarity regarding committee make-up and procedures, which will allow the Committee to focus its attention on curriculum. Mr. Harvatine reported that Wisconsin State Statute 118.019, and Board of Education Policies 2414 and 9140 guide the establishment, purpose, and work of the Committee. Mr. Harvatine added that administration reached out to two law firms for a legal position on terminology. He talked about the seven areas of members as outlined in the presentation and explained that no one category of member shall constitute more than one-fifth of the membership of the Committee. He added that not every school system has a place of worship or health care facility within its boundary. Statute was written so they could have that category of member, which means they may have to look outside the community. He noted that residency is not written into the statute and in terms of residency requirements, the statute has to play in with other statutes and court cases. There are a wide number of parents and pupils who do not reside in the District, and via Act 10 and 32, the idea of residency requirements for public employees was eliminated and unconstitutional, so therefore, the District cannot require it. Mr. Harvatine referenced Policy 2414, and Policy 9140, and noted that because the statute does not govern the committee, that is where these policies come into play. Because there was a concern raised of having school representation on the committee and that it could be influential, it was determined that not a single member of the District would be a voting member. Dr. Hein asked what the term-limits are for other committee's and Mr. Harvatine responded that some have three-year terms but can renew. Ms. Versey asked for clarification on the City resident and Mr. Harvatine responded that residents could be community members at-large. Ms. Versey's issue is that there are enough community members that do fit within the definition of resident. Ms. Donohue noted her concern is that if you have to be a resident of the school district, those who live in Kohler, Sheboygan Falls, etc. who have students in the District would not be able to serve on the Committee.

Mr. Spielman talked about the need to formalize procedures. The challenge is there are no procedures in place to address some of the issues so the Committee can continue to focus on curriculum. The delay in filling some positions was a result of not having a procedure in place so the Committee began talking about a process. The Committee's role is to focus on the curriculum for human growth and development and to be sure that there are clear, defined procedures in place which was accomplished with the assistance of legal counsel, district policies, past practice, and state statute. The Committee makeup was designed to be sure the Committee is meeting the State statute. The statute talks about percentages but leaves it up to the District to determine the number of members. It was determined that a committee of 16 was the right size for the Committee to work and function properly. The term limit was designed so that others who have interest would have an ability to serve on the Committee. Mr. Harvatine noted that the Human Growth and Development Citizens' Advisory Committee voted 8-1 for the school board to approve their recommendation of the adoption of the proposed committee procedural rules.

Dr. Hein had an issue with the number of voting members at twelve and thinks it should be an odd number - she supports adding another voting member as it may become an issue. There was a concern there may be a potential conflict of interest with people who are voting on this committee who do not live or reside in the community who also could be potentially serving on a committee in another community. Ms. Versey commented that a member of the Committee should either work in the District or serve the District, which will eliminate the concern. Mr. Gallianetti asked about the parents who choice their students to the District and whether the same language is used as we use for community input. Mr. Mancl commented that the Board either make an exemption, or if you are not eligible to be a school board member then you are not eligible to serve on the Committee. He also agrees that the school board should approve all members.

Ms. Donohue suggested the school board adopt the procedural rules with amendments, as she would like to remove the word "desirable" from Article V. Membership C. Mr. Mancl does not want to approve the procedural rules and recommends to send it back to the Committee. Ms. Donohue clarified whether the Board wants a motion, or amendments to the motion, or are there so many changes that it needs to be referred back to the Committee. She reminded board members that the Committee approved the procedural rules on a vote of 8-1 so that needs to be kept in consideration. Ms. Donohue asked school board members if there are other issues with the procedural rules besides residency, and Mr. Mancl commented that if parents are limited to four then there is a direct violation of the statute. Mr. Harvatine responded that if members are not appointed, and there are 50 members, there has to be a quorum. He asked what size committee the Board wants in order to have a workable group as the recommendation was sixteen. Depending on how many members, the one-fifth and one-quarter of the members must be met. Mr. Mancl asked if the Committee would ever need to go into a closed session and Mr. Harvatine responded that it was noted due to reference purposes only when it comes to open meeting laws. Mr. Mancl is not convinced that there would need to be community input at the Human Growth and Development Citizens' Advisory Committee meeting and rather it should be handled at the school board level. Mr. Burg asked if the terms would be staggered and Mr. Spielman noted that would be discussed with the Committee at a future meeting. He added that the whole point of term limits was to allow more people to serve on the Committee rather than have people serving for many years.

By consensus the word "student" will be added to Mr. Burg's motion.

Mr. Gallianetti asked what the Board wants the Committee to do with the procedural rules if they are sent back and Mr. Mancl commented that he would like residency to be a requirement. Mr. Harvatine understands pushing it back to the Committee, but the Committee is going to ask what to propose because they will not know. If it is language that needs to be modified there needs to be clear direction from the Board. Mr. Mancl added that if the Board has problems with it then it should not be approved. Ms. Donohue noted that it is the Board's responsibility to change it. Ms. Robbins added that she would not know how to proceed if it is sent back to the Committee.

Mr. Gallianetti asked if the Committee is required to allow for community input and Mr. Harvatine noted there is no statutory requirement. Ms. Robbins added that it would also be difficult for community input if the meetings remain virtual.

Mr. Mancl stated that a voting member should be a district resident.

Mr. Gallianetti clarified that the clergy member interested in serving on the Committee would not be allowed because his address is in Oostburg unless the Board changes the composition of who can vote. Mr. Mancl commented that if the Board is approving membership from the Committee they need to be residents. Mr. Harvatine noted that students also have to be addressed because they are voting members.

B. Human Growth and Development Citizens' Advisory Committee Membership

Moved by Mr. Gallianetti, seconded by Ms. Ruiz-Harrison to accept the Committee's request to approve the appointment of Rev. Stephen Welch to serve on the Human Growth and Development Citizens' Advisory Committee. All ayes. Motion carried unanimously.

Moved by Ms. Robbins, seconded by Mr. Burg to accept the Committee's request to approve the appointment of Rev. Julie Mavity Maddalena to serve on the Human Growth and Development Citizens' Advisory Committee. Motion carried 7-0-1 (Gallianetti abstained).

Moved by Mr. Mancl, seconded by Mr. Gallianetti to accept the Committee's request to approve the appointment of Ms. Tracy Alee to serve on the Human Growth and Development Citizens' Advisory Committee. All ayes. Motion carried unanimously.

C. Strategic (Long-Range) Plan Quarterly Review

The Executive Management Team provided a review of their pillars, goals and objectives as part of their quarterly report to the Board as well as an update on the evidence, which describes the progress on each objective.

Ms. Donohue noted that she would like one motion for agenda items D. through J. and asked if the Board had any questions or request discussion on any of these items.

Moved by Mr. Mancl, seconded by Mr. Gallianetti to approve agenda items D. through J. All ayes. Motion carried unanimously.

- D. Adoption (Second Reading) of Revised Board of Education Policy 2210 Program; Curriculum Development
- E. Adoption (Second Reading) of Revised Board of Education Policy 2240 Program; Controversial Issues in the Classroom
- F. Adoption (Second Reading) of New Board of Education Policy 2522 Program; Library Media Centers
- G. Adoption (Second Reading) of Revised Board of Education Policy 5215 Students; Missing and Absent Children
- H. Adoption (Second Reading) of Revised Board of Education Policy 5410 Students; Promotion, Placement, and Retention
- I. Adoption (Second Reading) of Revised Board of Education Policy 5720 Students; Student Activism
- J. Adoption (Second Reading) of Revised Board of Education Policy 8451 Operations; Pediculosis (Head Lice)

REPORT OF COMMITTEES

A. CURRICULUM & INSTRUCTION COMMITTEE

1. North and South High School's Drama Field Trip

Moved by Ms. Robbins, seconded by Mr. Burg to accept the Curriculum and Instruction Committee's recommendation to approve North and South High School students to travel to New York City, New York from May 10-14, 2023. All ayes. Motion carried unanimously.

From the committee meeting:

Moved by Ms. Robbins, seconded by Mr. Burg to approve North and South High School students to travel to New York City, New York from May 10-14, 2023 as per Policy 2340. All ayes. Motion carried unanimously.

2. North High School Italy Field Trip

Moved by Ms. Robbins, seconded by Mr. Mancl to accept the Curriculum and Instruction Committee's recommendation to approve North High School students to travel to Italy during spring break 2024. All ayes. Motion carried unanimously.

From the committee meeting:

Moved by Mr. Burg, seconded by Mr. Mancl to approve North High School students to travel to Italy during spring break 2024 as per Policy 2340. All ayes. Motion carried unanimously.

3. Introduction of New Course

Moved by Ms. Robbins, seconded by Mr. Mancl to accept the Curriculum and Instruction Committee's recommendation to approve the adoption of new course Modern Product Design (North High School) grades 10-12 for the 2023-2024 school year. All ayes. Motion carried unanimously.

From the committee meeting:

Moved by Mr. Burg, seconded by Mr. Mancl to approve the adoption of new course Modern Product Design (North High School) grades 10-12 for the 2023-2024 school year. All ayes. Motion carried unanimously.

Mr. Konrath reported that this course is open to all students, but is intended for students with an interest in design, manufacturing, and project development. This course will bridge the gap between art and technology.

4. Introduction (First Reading) to Delete Board of Education Policy 2416.01 – Parental/Police Access to Library Media Center Information

Moved by Ms. Robbins, seconded by Mr. Burg to accept the Curriculum and Instruction Committee's recommendation to approve the introduction (first reading) to delete Board of Education Policy 2416.01 – Program; Parental/Police Access to Library Media Center Information. All ayes. Motion carried unanimously.

From the committee meeting:

Moved by Mr. Burg, seconded by Mr. Mancl to approve the introduction (first reading) to delete Board of Education Policy 2416.01 – Program; Parental/Police Access to Library Media Center Information. All ayes. Motion carried unanimously.

B. HUMAN RESOURCES COMMITTEE

1. Appointments

Moved by Dr. Hein, seconded by Mr. Gallianetti to accept the Human Resources Committee's recommendation to approve appointments. All ayes. Motion carried unanimously.

From the committee:

Moved by Mr. Gallianetti, seconded by Ms. Robbins to confirm the following appointments. All ayes. Motion carried unanimously.

TEACHER

Kathleen Gavin Cross Categorical UW-Milwaukee Bachelor's Degree Sheboygan, WI Wilson \$29,816.84 (prorated)

Ms. Gavin has been hired for the 2022-2023 school year. She has been an Educational Assistant with the District since August 2021. She has been participating in the RITE program with a completion date of June 2024. She will be certified in Cross Categorical Special Education. She was the only candidate interviewed.

Megan Watke Mathematics/Social Studies Lakeland University Bachelor's Degree Waukesha, WI Urban \$20,802.45 (prorated)

Ms. Watke has been hired for the second semester of the 2022-2023 school year. She will be certified in Regular Education. She was the only candidate interviewed.

COOK					
<u>COOK</u>	Calara INI waldan	N	¢1404 1		
Cori Menzer	School Nutrition	November 30, 2022	\$14.84 per hour		
EDUCATIONAL ASSIST	ΓΛΝΤΩ				
Dulcinea Coens	Jackson	November 14, 2022	\$15.00 per hour		
Jennifer Gross	Horace Mann	October 31, 2022	\$15.75 per hour		
Tamar Scott		November 14, 2022	\$17.50 per hour		
	North High				
Natalie Wojtczak	Jackson	November 14, 2022	\$15.00 per hour		
LIFEGUARDS					
Elena Koene	North High	October 21, 2022	\$7.25 per hour		
Olivia Sanders	North High	October 21, 2022 October 21, 2022	\$7.25 per hour		
Kaden Wilson	North High	,	\$7.25 per hour		
Kaden wilson	North High	October 21, 2022	\$7.25 per hour		
NOON HOUR SUPERVI	SOR				
Ashley Bittinger	Madison	November 8, 2022	\$10.00 per hour		
Asincy Bittinger	Wadison	140VCHIDCI 8, 2022	\$10.00 per flour		
RECREATION DEPART	MENT				
David Arriens	Adult Flag Football	November 1, 2022	\$20.00 per hour		
Chase Bohman	Basketball Referee	November 14, 2022	\$15.00 per hour		
Allison Brunette	Kidstop Childcare	November 21, 2022	\$15.00 per hour		
Allison Brunette	Fitness Instructor	November 21, 2022	\$15.00 per hour		
Briuna Harper	Kidstop Childcare	November 7, 2022	\$14.00 per hour		
Danica Hayon*	Kidstop Childcare	November 23, 2022	\$14.00 per hour		
Tricia Klessig	Kidstop Childcare	November 21, 2022	\$14.00 per hour		
Elijah Strickland	Basketball Referee	November 28, 2022	\$15.00 per hour		
Shamika Suggs	Kidstop Childcare	November 7, 2022	\$14.00 per hour		
Reese Tevsh	Kidstop Childcare	November 21, 2022	\$14.00 per hour		
SECRETARY			****		
Alexis Krenn	Cleveland	November 7, 2022	\$16.00 per hour		
	IONAL AGGIGE ANTEG				
SUBSTITUTE EDUCAT					
Taunaleah Ballard	District-Wide	November 14, 2022			
Emily Edson*	District-Wide	November 23, 2022			
Juanita Ignacio	District-Wide	November 16, 2022			
Haylie Johnson*	District-Wide	October 31, 2022			
Stephanie Pittner	District-Wide	November 28, 2022			
Jennifer Revenson	District-Wide	October 31, 2022			
Kristie Richter	District-Wide	November 17, 2022			
Joan Thiel	District-Wide	November 1, 2022			
SUBSTITUTE SECRETA					
Taunaleah Ballard	District-Wide	November 14, 2022			
Karen Lutze	District-Wide	November 21, 2022			
Jennifer Revenson	District-Wide	October 31, 2022			
SUBSTITUTE TEACHER					
Amy Beattie	Art		November 14, 2022		
Cynthia Conrad	Mathematics, Regular Education	November 17, 2022			
Christine Harrison	Coaching Athletics, Health, and l	Physical Education	November 1, 2022		
Elizabeth Johnson	Degreed, Non-Certified		November 18, 2022		
Scott Lee	Coaching Athletics, Health, and l	Physical Education	November 21, 2022		
Franklin Lenihan	Degreed, Non-Certified		November 4, 2022		
Stephanie Mackenzie	Reading and Regular Education		November 18, 2022		
Meagan Mervyn	Degreed, Non-Certified		November 29, 2022		
Teresa O'Dell	Business Education, English as a	Second Language,	•		
	Japanese, and Alternative Education, Retired SASD Teacher November 29, 2022				
Paul Reinemann	Biology, Broad Field Science, an		November 16, 2022		
Tadi Remember 5 to 105, 5 to at 1 to a Selence, and Environmental Stadies 10, 2022					

EXTRA PAY FOR EXTRA SERVICE (COACHES / ADVISORS)

Horace Mann

Christa Wilson External Candidate Dance Coach \$21.79 per hour

North High

Kayla Schetter External Candidate Assistant Dance - Winter \$2,057.00

South High

Connor McManusExternal CandidateAssistant Boys' Dive Coach\$1,500.00Lauren MerryInternal CandidateVarsity Gymnastic-Job Share\$1,885.50Mary SchmidtInternal CandidateAssistant Girls' Basketball\$2,743.00

2. Separations

From the committee:

The following separations have been granted:

Jessica Alvarez Gonzalez	Noon Supervisor	Jefferson	November 11, 2022
Kathryn Baker	Tennis Instructor	Recreation Department	November 22, 2022
Jean Behling	Kidstop Childcare	Recreation Department	November 22, 2022
Alexander Blindauer	Kidstop Childcare	Recreation Department	November 22, 2022
Nicole Bollenbacher	Kidstop Childcare	Recreation Department	November 22, 2022
Teresa De Mark-Russo	Substitute Teacher	District-Wide	November 1, 2022
Alessia Eckelaert	Kidstop Childcare	Recreation Department	November 22, 2022
Rebecca Eckhardt	Noon Supervisor	Lincoln-Erdman	November 22, 2022
Kristine Fritz	Substitute Teacher	Early Learning Center	November 1, 2022
Elizabeth M. Garcia	Educational Assistant	Longfellow	November 18, 2022
Laura Hernandez	Substitute Secretary	District-Wide	November 4, 2022
Aiden Joosse	Baseball Umpire/Referee	Recreation Department	November 22, 2022
Libby Kaule	Kidstop Childcare	Recreation Department	November 22, 2022
Patrick Langenfeld	Custodian/Mechanic	Facilities Services/Rec. Dept.	December 10, 2022
Cindy Lapan	Noon Supervisor	Longfellow	November 7, 2022
Jessica Leicht	Kidstop Childcare	Recreation Department	November 22, 2022
Emily Leitheiser	Educational Assistant	Urban	October 31, 2022
John Mees	Homeless Liaison	Pupil Services	November 1, 2022
Lisa Meyer	Substitute Cook	School Nutrition	November 30, 2022
Emily Miller	Gymnastic Instructor	Recreation Department	November 22, 2022
Molly Montgomery	Baseball, Basketball Referee	Recreation Department	November 22, 2022
Diane Neff-Rondeau	Substitute Cook	School Nutrition	November 8, 2022
Austin Panzer	Kidstop Childcare	Recreation Department	November 22, 2022
Nannette Pockat	Substitute Educational Assistant	District-Wide	November 17, 2022
Hayley Randall	Teacher	South High	December 22, 2022
Melissa Reyes	Educational Assistant	Lincoln-Erdman	December 22, 2022
Stephanie Ritmiller	Substitute Educational Assistant	District-Wide	October 31, 2022
Vondal Sandum	Kidstop Childcare	Recreation Department	November 22, 2022
Kathryn Schmidt	Kidstop Childcare	Recreation Department	November 22, 2022
Stacie Simons	Substitute Teacher	District-Wide	November 1, 2022
Christina Sorenson	Noon Supervisor	Longfellow	November 10, 2022
Kaitlyn Udovich	Kidstop Childcare	Recreation Department	November 22, 2022
James VanAkkeren	Event Worker	South High	November 21, 2022
Constance Vandre	Mah-Jongg Instructor	Recreation Department	November 18, 2022
Elizabeth Velier	Kidstop Childcare	Recreation Department	November 22, 2022
Ashley Williams	Noon Supervisor	Longfellow	November 10, 2022
Ava Wittstock	Noon Supervisor	Longfellow	November 10, 2022
Thomas Wright	Event Worker	North High	November 21, 2022
Ah Yang	Educational Assistant	North High	November 30, 2022

^{*}Relative of SASD employee

3. District Calendar for 2023-2024 School Year

Moved by Dr. Hein, seconded by Mr. Gallianetti to accept the Human Resource Committee's recommendation to approve the 2023-2024 calendar as presented. All ayes. Motion carried unanimously.

From the committee meeting:

Moved by Mr. Gallianetti, seconded by Ms. Versey to approve the 2023-2024 calendar as presented. All ayes. Motion carried unanimously.

Ms. Hintz explained that the 2023-2024 calendar is the same as the current school year calendar. The 2023-2024 school year will begin later due to when Labor Day falls in September.

C. FACILITIES/RECREATION/THEATRE COMMITTEE

Moved by Mr. Burg, seconded by Mr. Gallianetti to accept the Facilities/Recreation/Theatre Committee's recommendation to approve agenda items #3 and #4. All ayes. Motion carried unanimously.

1. Approval of Bid - Administrative Services Building Sprinkler Replacement

From the committee meeting:

Moved by Mr. Mancl, seconded by Ms. Ruiz-Harrison to approve administration's request to enter into a contract with Ahern for \$92,140 for replacing the sprinkler system pipes in the original sections of the Administrative Services Building. All ayes. Motion carried unanimously.

Mr. Vollmer reported that the request for bid was only sent to Ahern, as they were the original designers and installers of the sprinkler system, and are the contractor used by the District to inspect and maintain our sprinkler systems. Mr. Mancl asked if there is any violation of bid as we are only bringing the business to Ahern rather than going out for bid and Mr. Vollmer reiterated that Ahern has done all of the District's repair, installs, etc. and that he has never worked with another company in his 14 years working in the District.

2. Community Recreation Department Winter/Spring Beacon Insert

From the committee meeting:

Mr. Koehler provided a brief overview of the flyer and highlighted some of the upcoming events. He noted that registration opens on December 15.

3. Sheboygan Theatre Company Financial Report

From the committee meeting:

Moved by Mr. Mancl, seconded by Ms. Ruiz-Harrison to accept the Sheboygan Theatre Company Financial Report through October 31, 2022. All ayes. Motion carried unanimously.

4. Community Recreation Department Financial Report

From the committee meeting:

Moved by Mr. Mancl, seconded by Ms. Ruiz-Harrison to accept the Community Recreation Department Financial Report through October 31, 2022. All ayes. Motion carried unanimously.

5. Facility Permit Report

From the committee meeting:

Mr. Koehler provided the Facility Permit Report through November 30, 2022 for information.

D. FINANCE & BUDGET COMMITTEE

Moved by Mr. Gallianetti, seconded by Dr. Hein to accept the Finance and Budget Committee's recommendation to approve agenda items #1, #2, #3, and #4. All ayes. Motion carried unanimously.

1. Fund 41 Capital Projects

From the committee meeting:

Moved by Dr. Hein, seconded by Ms. Donohue to approve the Fund 41 Capital Projects through October 31, 2022, as presented. All ayes. Motion carried unanimously.

2. Statement of Cash Flow

From the committee meeting:

Moved by Dr. Hein, seconded by Ms. Donohue to approve the Statement of Cash Flow through October 31, 2022, as presented. All ayes. Motion carried unanimously.

3. Revenues & Expenditures Reports

From the committee meeting:

Moved by Dr. Hein, seconded by Ms. Donohue to approve the Revenue & Expenditures reports through October 31, 2022, as presented. All ayes. Motion carried unanimously.

4. Budget Revisions and Transfers of Appropriations

From the committee:

Moved by Dr. Hein, seconded by Ms. Donohue to approve the Budget Revisions and Transfers reports through October 31, 2022, as presented. All ayes. Motion carried unanimously.

GENERAL FUND (FUND 10)	Original Budget Revised Budget 10-25-22 10-31-22		Budget Increase (Decrease)
REVENUES			
100 Transfers-in	0.00	0.00	0.00
Local Sources 210 Taxes	20,759,666.00	20,759,666.00	0.00
240 Payments for Services Provided Local Governments	0.00	0.00	0.00
260 Non-Capital Sales	263,850.00	266,676.88	2,826.88
270 School Activity Income	272,823.19	274,376.19	1,553.00
280 Interest on Investments	120,000.00	120,000.00	0.00
290 Other Revenue, Local Sources	243,600.00	333,693.99	90,093.99
Subtotal Local Sources	21,659,939.19	21,754,413.06	94,486.87
Other School Districts Within Wisconsin 340 Payments for Services	1,801,056.00	1,801,056.00	0.00
State Sources 610 State Aid Categorical	797,328.00	797,328.00	0.00
620 State Aid General	86,781,290.00	86,781,290.00	0.00
630 DPI Special Project Grants	144,728.29	144,728.29	0.00
640 Payments for Services	140,000.00	140,000.00	0.00
650 Student Achievement Guarantee in Education	1,678,879.00	1,678,879.00	0.00
660 Other State Revenue Through Local Units	17,000.00	17,000.00	0.00
690 Other Revenue	7,658,161.00	7,658,161.00	0.00
Subtotal State Sources	97,217,386.29	97,217,386.29	0.00
Federal Sources 710 Transit of Aids	84,937.00	84,937.00	0.00
730 DPI Special Project Grants	10,033,077.00	11,185,437.56	1,152,360.56
750 IASA Grants	1,938,679.00	1,938,679.00	0.00
780 Other Federal Revenue Through State	0.00	0.00	0.00
790 Other Revenue from Federal Sources	0.00	0.00	0.00
Subtotal Federal Sources	12,056,693.00	13,209,053.56	1,152,360.56
Other Financing Sources 860 Compensation, Fixed Assets	0.00	0.00	0.00

Other Revenues			
960 Adjustments 970 Refund of Disbursement	0.00	0.00	0.00
990 Miscellaneous	259,964.00	259,964.00	0.00
Subtotal Other Revenues	290,339.06	294,086.30	3,747.24
	550,303.06	554,050.30	3,747.24
TOTAL REVENUES	133,285,377.54	134,535,959.21	1,250,581.67
EXPENDITURES	Original Budget 10-25-22	Revised Budget 10-31-22	Budget Increase (Decrease)
Instruction 110 000 Undifferentiated Curriculum	22,887,268.00	22,890,198.50	2,930.50
120 000 Regular Curriculum	29,747,840.00	29,743,213.23	(4,626.77)
130 000 Vocational Curriculum	3,129,112.90	3,131,044.78	1,931.88
140 000 Physical Curriculum	2,949,999.00	2,949,999.00	0.00
160 000 Co-Curricular Activities	1,384,400.24	1,385,082.24	682.00
170 000 Other Special Needs	553,923.00	553,923.00	0.00
Subtotal Instruction	60,652,543.14	60,653,460.75	917.61
Support Sources 210 000 Pupil Services	6,002,105.00	5,991,911.00	(10,194.00)
220 000 Instructional Staff Services	4,629,835.85	4,633,136.85	3,301.00
230 000 General Administration	1,779,202.06	1,782,949.30	3,747.24
240 000 School Building Administration	7,290,697.73	7,297,979.53	7,281.80
250 000 Business Administration	19,003,389.00	20,242,473.69	1,239,084.69
260 000 Central Services	767,473.00	766,473.00	(1,000.00)
270 000 Insurance & Judgments	1,031,461.00	1,031,461.00	0.00
280 000 Debt Services	0.00	0.00	0.00
290 000 Other Support Services	2,418,157.00	2,425,600.33	7,443.33
Subtotal Support Sources	42,922,320.64	44,171,984.70	1,249,664.06
Non-Program Transactions 410 000 Inter-fund Transfers	14,290,562.00	14,290,562.00	0.00
430 000 Instructional Service Payments	15,409,951.76	15,409,951.76	0.00
490 000 Other Non-Program Transactions	10,000.00	10,000.00	0.00
Subtotal Non-Program Transactions	29,710,513.76	29,710,513.76	0.00
TOTAL EXPENDITURES	133,285,377.54	134,535,959.21	1,250,581.67
SPECIAL EDUCATION (FUND 27)	Original Budget 10-25-22	Revised Budget 10-31-22	Change in Budget
TOTAL REVENUES	22,891,408.00	22,891,408.00	-
100 000 Instruction	19,015,939.00	19,015,939.00	-
200 000 Support Services	3,735,469.00	3,735,469.00	-
400 000 Non-Program Transactions	140,000.00	140,000.00	-
TOTAL EXPENDITURES	22,891,408.00	22,891,408.00	<u>-</u>

5. Gifts

Moved by Mr. Gallianetti, seconded by Dr. Hein to accept the Finance and Budget Committee's recommendation to approve all gifts to the District. All ayes. Motion carried unanimously.

From the committee meeting:

Moved by Dr. Hein, seconded by Ms. Donohue to accept all gifts to the District, approving those \$2,500 and greater. All ayes. Motion carried unanimously.

<u>Gift</u>	<u>Donor</u>	Building/Program	<u>Amount</u>
<u>For Information</u>			
Gift Cards	Curtis/Natalie DeKoning	South (Food/Gifts for families)	500.00
Monetary	Johnsonville LLC	SASD	500.00
Monetary	La Conquistadora LLC	South (Hispanic Youth Org.)	500.00
Monetary	Plymouth Industries, Inc.	Red Raider Robotics	500.00
Monetary	Greg/Karen Wolff	North (Boys Volleyball)	1,000.00
Monetary	Rockline Industries, Inc.	Red Raider Robotics	1,000.00
Monetary	Festival Foods	Sheboygan Theatre Company	250.00
Monetary	Dar Liebe	Sheboygan Theatre Company	45.00
Monetary	Nick Morrison	Sheboygan Theatre Company	65.00
Monetary	Ellen Wells	Sheboygan Theatre Company	60.00
Monetary	Kathy Manny	Sheboygan Theatre Company	135.00
Monetary	Krysta Darby	Sheboygan Theatre Company	45.00
Monetary	Maria Mulvaney	Sheboygan Theatre Company	30.00
Monetary	Becky Marcus	Sheboygan Theatre Company	80.00
Monetary	Randy/Deb Stache	Sheboygan Theatre Company	30.00
Monetary	Andrew Higgins	Sheboygan Theatre Company	170.00
Monetary	Jessica Childs	Sheboygan Theatre Company	50.00
Monetary	Lori Stolper	Sheboygan Theatre Company	55.00
Monetary	Elks Lodge	Sheboygan Theatre Company	250.00
Monetary	Fairway Independent Mortgage Corp.	Sheboygan Theatre Company	325.00
Monetary	Diane Yokes	Sheboygan Theatre Company	20.00
Monetary	Katy Ries	Sheboygan Theatre Company	20.00
Monetary	Jessica Childs	Sheboygan Theatre Company	500.00
Monetary	Carol Klein	Sheboygan Theatre Company	50.00
Monetary	Dan/Jackie Blindauer	Sheboygan Theatre Company	50.00
Monetary	Bobbie Norlander	Sheboygan Theatre Company	100.00
Monetary	Beth Wynveen	Sheboygan Theatre Company	100.00
Monetary	Sarah Louisier	Sheboygan Theatre Company	25.00
For Action			
Monetary	Kohler Company	Sheboygan Theatre Company	2,500.00
Monetary	SemiColon	North (Boys Soccer)	5,200.00

FUTURE MEETING DATES

January 10, 2023 – Committee meetings at 6:00 p.m.

January 24, 2023 - Regular Board of Education meeting at 6:00 p.m.

ADJOURN

Moved by Mr. Mancl, seconded by Dr. Hein to adjourn at 8:56 p.m. All ayes. Motion carried unanimously.

Seth A. Harvatine

Superintendent & Secretary of the Board

SAH/jjh

Lake Country Academy

Direct Instruction, Core Knowledge, and Core Virtues

Charter Contract Renewal

January 2023



Program Overview

The mission of Lake Country Academy is to be a recognized leader in education through Direct Instruction and Core Knowledge within an environment that emphasizes core values.

Key Traits:

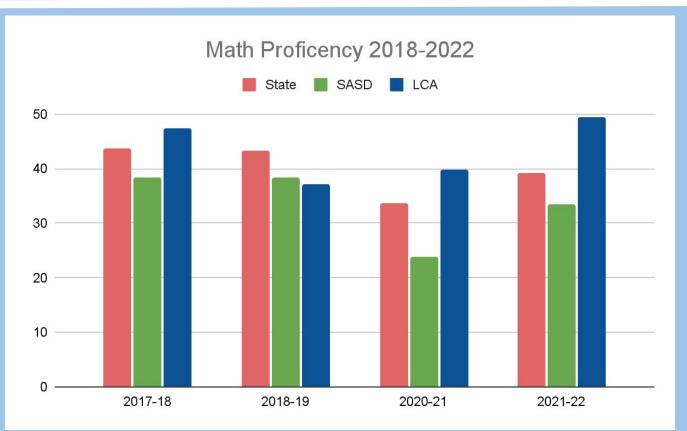
- Non-instrumentality charter school within the Sheboygan Area,
 District. Charter status initiated in 2007.
- PreK-8th Grade learning environment
- Charter pillars include academic excellence through Direct Instruction and Core Knowledge, with an emphasis on core virtues, as well.
- Over 420 students enrolled yearly.
- High impact family engagement through community-building, volunteering and community building within LCA.



Goal Review:



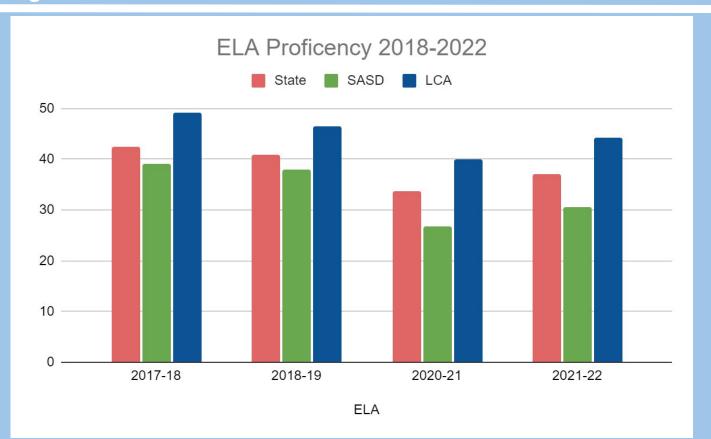




Goal Review:

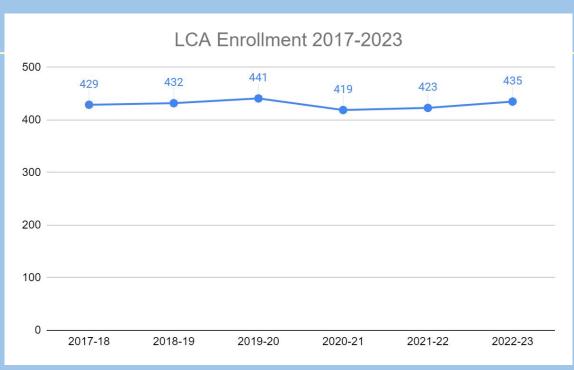
Lake Country Academy students will perform at or above the SASD average on the Forward ELA exam.





GOAL REVIEW: Continue to grow the enrollment at Lake Country Academy to complete a two-track PreK-8th Grade campus







Lake Country Academy's first two-track class graduated in May 2020!

GOAL REVIEW: Increase the diversity of Lake Country



Academy's student population

Diverse Populations	Changes at LCA from 2017-2021
Students with Disabilities	LCA continues to provide services to students with speech/language disabilities, specific learning disabilities, emotional-behavioral disabilities, other health impairments, and 504 plans. The school collaboratively works with SASD to manage potential in-coming special education students based on staffing and student needs.
Economically Disadvantaged	Increased students served at LCA from 61 students to 123.* (*For the past two years income eligibility has not been required for families, so this may be a conservative number)
Multi-Language Learners	Increased students served from 18 to 47.

FINANCES:

Review

	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
Revenue:				
SASD Funding	\$3,520,166	\$3,619,422	\$3,587,692	\$3,586,586
Registration	\$37,045	\$38,933	\$39,504	\$38,228
Revenue from Enrollment	\$3,557,211	\$3,658,354	\$3,627,197	\$3,624,814
Ongoing Expenses:				
Benefits	\$391,451	\$451,370	\$469,439	\$304,540
Salaries	\$2,058,392	\$2,178,672	\$2,353,888	\$2,300,028
Building & Equipment	\$256,258	\$272,624	\$228,892	\$283,293
Professional Services	\$508,938	\$523,609	\$438,569	\$410,806
Operations	\$358,793	\$309,113	\$242,518	\$265,082
Other	\$16,300	\$10,709	\$10,919	\$10,353
Total expenses	\$3,590,132	\$3,746,097	\$3,744,225	\$3,574,101
Operations Surplus (Deficit)	-\$32,921	-\$87,743	-\$117,028	\$50,712

FINANCES:

Forecast

	<u>2022-2023</u>	2023-2024	<u>2024-2025</u>	<u>2025-2026</u>	2026-2027
Revenue:					
SASD Funding	\$3,797,191	\$3,835,163	\$3,873,515	\$3,912,250	\$3,951,372
Registration Fees	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000
Revenue from Enrollment	\$3,835,191	\$3,873,163	\$3,911,515	\$3,950,250	\$3,989,372
Ongoing Expenses:					
Benefits	\$412,550	\$416,676	\$420,842	\$425,051	\$429,301
Salaries	\$2,440,500	\$2,464,905	\$2,489,554	\$2,514,450	\$2,539,594
Building & Equipment	\$289,284	\$292,177	\$295,099	\$298,050	\$301,030
Professional Services	\$415,000	\$419,150	\$423,342	\$427,575	\$431,851
Operations	\$294,497	\$297,442	\$300,417	\$303,421	\$306,455
Other	\$1,300	\$1,313	\$1,326	\$1,339	\$1,353
Total expenses	\$3,853,131	\$3,891,663	\$3,930,579	\$3,969,885	\$4,009,584
Operations Surplus (Deficit)	-\$17,940	-\$18,500	-\$19,065	-\$19,635	-\$20,212

Looking Forward for LCA

- Lake Country Academy students will perform at or above the SASD average on both the state and local assessment, as chosen.
- Lake Country Academy will attain, at least, "Exceeds Expectations" on the State Report Card on a yearly basis.







CHARTER SCHOOL CONTRACT BETWEEN THE SHEBOYGAN AREA SCHOOL DISTRICT AND LAKE COUNTRY ACADEMY, INC.

THIS AGREEMENT is made by and between the Board of Education of the Sheboygan Area School District ("SASD"), 3330 Stahl Rd, Sheboygan, Wisconsin 53081 and Lake Country Academy, Inc. ("LCA", Charter School), 4101 Technology Parkway, Sheboygan, Wisconsin, 53083

WHEREAS, the Board of Education is authorized pursuant to Wisconsin Statute 118.40(2m)(a), to contract with an individual or group to operate a school as a charter school; and,

WHEREAS, the Board of Education wishes to grant to LCA, a charter to operate as a charter school pursuant to Wisconsin Statute §118.40(2m)(a),

NOW, THEREFORE, the parties agree as follows:

1. **Establishment.** The person seeking to establish the Charter School is Lake Country Academy, Inc.

2. Administrative Services.

- a. Administrator, Katie Beine, or his/her successor shall be in charge of the Charter School. In the event there is a change to the Principal or Executive Director of the Charter School, or a material change in the leadership of the Charter School as described in this section, the LCA agrees to notify the Office of the Superintendent immediately of the change. The Lake Country Academy Board of Directors shall provide the Office of the Superintendent with a copy of the curriculum vitae or resume of the Principal or Executive Director.
- b. The Administrator of LCA will be responsible for the management and operations of the Charter School. The Administrator reports directly to the Board of Directors of LCA which shall be responsible for establishing the management policies of LCA. All LCA employees report to the Administrator, including such other administrators as may be appointed from time to time, to ensure the coordinated operation of the school and its programs.
- c. The Administrator of LCA will report to the SASD LEA pursuant to the procedures under paragraph 26, attachment B and any other applicable provisions of this agreement.
- **Non-Instrumentality.** LCA will be a non-instrumentality charter school of the SASD. None of the employees of LCA may be employed full-time by the SASD.
- **Educational Program.** LCA will enroll students in a four-year old program through 8th grade. The educational program of the Charter School will consist of these main features:
 - a. <u>Core Knowledge</u>. Core Knowledge is a detailed outline of specific content to be taught in language arts, history, geography, math, science and the fine arts.
 - b. <u>Core Virtues.</u> The Core Virtues program LCA uses is a practical, non-sectarian approach to moral development. LCA promotes basic moral, civic, and intellectual virtues such as:

- respect, responsibility, diligence, honesty, generosity, perseverance, courage, faithfulness, compassion, openness to inquiry, reason, and humility in the face of facts.
- c. <u>Direct Instruction</u>. Direct Instruction is an interactive learning system used for reading, math, comprehension and spelling. The method involves teacher led instruction with rapid pacing, frequent group responses, following a very detailed lesson plan.
- d. <u>School Calendar</u>. The calendar for each school year shall be submitted to the Office of the Superintendent no later than July 1 and shall be subject to the approval of the Superintendent or designee. The calendar shall be deemed approved 30 days after submission to the Office of the Superintendent, if the Superintendent or designee does not notify otherwise. Approval of the calendar will not be unreasonably withheld.
- **Methods of Attaining Educational Goals.** The aforementioned education program shall be the primary method used to obtain the educational goals in §118.01, Wis. Stats. LCA shall notify the SASD in a timely matter in the event of a change in the methods of instruction used.

6. Methods of Measuring Student Progress.

- a. <u>State Method of Measuring Student Progress.</u> LCA shall administer the examinations under the Elementary and Secondary Education Act (ESEA), Wis. Stat. §§ 118.30(1r) and 121.02(1)(r) for pupils enrolled in the Charter School, and any other applicable laws or provision of this agreement.
- b. <u>Local Method of Measuring Student Progress.</u> LCA shall administer, to all pupils enrolled in the charter school the accepted method of assessment used by the SASD, or another nationally recognized test with approval of the SASD, which will not be unreasonably withheld.
- c. <u>Access to Records.</u> LCA shall provide the SASD with reports of state and local assessments.
- d. LCA shall report progress on IEPs in accordance with the IDEA.

7. Governance Structure.

- a. LCA is governed by a Board of Directors. Board members govern according to the LCA articles of incorporation and by-laws which may be amended from time to time during the term of this agreement.
- b. The Board of Directors has the full authority to create and monitor the mission and philosophy of the Charter School and to set forth the policies, rules and procedures of the school with input from the Administrator. The LCA Board of Directors supports the Administrator in fulfilling these operations and policies.
- c. Decisions concerning teacher and other staff employment, performance, compensation and retention shall be made by the Administrator pursuant to policies established by the LCA Board of Directors.

- d. The job performance of the Administrator shall be reviewed and evaluated annually by the LCA Board of Directors.
- **Parental Involvement.** The LCA Board of Directors as described in the LCA by-laws ensures that parental involvement exists. Parental involvement in the day-to-day operations of the school and parental education and empowerment are integral components of the Charter School. This will be accomplished through:
 - a. Recurring parent teacher contacts.
 - b. The LCA Board of Directors will organize and instruct parents to take an active role in the school and to create a supportive parent network.
 - c. Parent Orientation. An orientation will be held each fall for parents to familiarize them with volunteer opportunities and the general operation of the school.

9. Faculty Qualifications.

- a. <u>Licensure.</u> All classroom teachers involved in the Charter School will be employees of the LCA. LCA will ensure that all teachers hold a current and appropriate license or permit required by §118.40, Wis. Stats., and Wisconsin Administrative Code § PI Chapter 34, to include Early Childhood for grades 4K-1, Elementary for grades 1-5, Secondary for grades 6-12; or the Charter School Instructional Staff License (951); or the Charter School Instructional Staff Permit, subject to Section PI 34.34(2) of the Wisconsin Administrative Code. All teachers employed must meet the requirements of the LCA job description, and state and federal law. LCA will certify in writing annually to the SASD on or before the date set forth at Schedule A, that all classroom teachers of the charter school hold a current and appropriate license.
- b. <u>Hiring or Employment of Faculty</u>. Teachers will be recruited and hired by the Administrator pursuant to policies adopted by the LCA Board of Directors, and state and federal law.
- c. <u>Teacher Evaluation.</u> Teacher performance, compensation and retention will be determined by the Administrator pursuant to policies adopted by the LCA Board of Directors.
- **10. Student Health and Safety.** All federal, state and local health and safety regulations and building code standards will be followed by the LCA.

11. Recruitment and Means of Achieving Racial/Ethnic and Disability Balance

LCA prohibits discrimination and will not discriminate on the basis of age, disability, marital or parental status, national origin, pregnancy, race, religion, sex, sexual preference or sexual orientation. LCA official non-discrimination policy will be applied in all operations. Access to LCA will also not be restricted or enhanced by the following: family income, English language proficiency, or athletic ability. Equal access will be provided to all students in 4-year-old Kindergarten through 8th grade.

LCA will monitor the demographic make-up of the student population. If specific groups are under-represented, outreach efforts will be further customized to raise awareness and generate

interest. Examples include holding informational meetings in special locations, providing additional translation or interpretation services, and expanding services to accommodate individuals with disabilities.

By August 1st of each year of the term of this contract, LCA shall provide SASD with a plan for reaching underrepresented populations. The plan should include annual benchmarks of reaching a student population that reflects the student population of the SASD. The plan shall also include the means by which LCA will include students with disabilities and eligible for services under the Individuals with Disabilities Act, including students whose special education needs are other than speech and language only, in LCA's pupil population. The Coordinator of Charter Schools shall review annually with LCA the enrollment of children with disabilities to ensure proportionate pupil representation. LCA shall make a commitment to serve children with disabilities whether such students are currently or newly identified as students with disabilities.

LCA, as a public school, shall through its policies and procedures, comply with all of the requirements of the Individuals with Disabilities Education Act, 20 U.S.C. 1400 *et seq*, (IDEA), and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, *et seq*. (sec. 504). LCA shall provide a free appropriate public education (FAPE) to children with disabilities, including, but not limited to identifying, evaluating, planning educational programs, and implementing placements in accordance with those Acts. The implementation of the IDEA requirements shall be under the direction of the SASD LEA. This will be accomplished through the following process set forth in paragraph 26 of this agreement.

12. Admission Requirements.

- a. To enroll at LCA, students residing within SASD boundaries shall complete the SASD intra-district enrollment form. The enrollment window will coincide with the annual SASD enrollment period. LCA will give enrollment priority to age and grade eligible children who are siblings of enrolled students or children of LCA staff and founders.
- b. Students residing outside of SASD boundaries shall complete the state open enrollment form.
- c. All placements in a grade shall be recommended by the LCA Administrator and approved by the Assistant Superintendent of Student and Instructional Services.
- d. A lottery will be conducted by LCA and the SASD. The lottery shall be open to the public and notice of when and where it will be held shall be sent to the parents of all applicants and given to the public in the manner prescribed by Wis. Stat. § 19.84, Public Notice of Meetings. The lottery will be conducted pursuant to the administrative code regulations governing open enrollment for students with disabilities, Wis. Stat. § 118.51, which provides a process for ensuring proportionate representation of students with disabilities. Students will be admitted to LCA in the grade in which placed, subject to the result of the lottery. Students not admitted to LCA because of the lack of an enrollment space as determined by the lottery, will be placed on a waiting list in the order drawn in the lottery, until a space becomes available. Waiting lists will expire at the end of the first quarter in November of each school year and a new application process will be initiated for the next school year as provided in this Contract.

- e. Students with disabilities who apply by the deadline will be enrolled pursuant to LCA enrollment procedures and will be provided with educational services under individualized education programs (IEP) unless FAPE cannot be provided with accommodations and modifications of the LCA program.
- f. No child will be denied admission to LCA based on placement testing or any other measure of academic performance. No child will be unilaterally moved to a different grade level based on placement testing. Students shall be maintained with same age peers consistent with the FAPE requirements.

13. Budget Responsibilities of Lake Country Academy.

LCA will prepare and submit to the Board of Education by June 30 of each year, a proposed budget for the subsequent school year. The LCA Board of Directors shall approve each school year budget prior to June 30 of each year. LCA may carry over funds from one school year to the next without restriction.

14. <u>Student Behavior and Discipline Model.</u>

- a. Students will be subject to the LCA Board of Directors policies on appropriate behavior and discipline as outlined in the Parent Handbook. Upon enrollment, all students and parents will be notified of their rights, responsibilities and expectations. The LCA will submit all policies or changes to policies on student discipline to the SASD for approval, which will not be unreasonably withheld.
- b. LCA maintains a mandatory Uniform Policy as outlined in the LCA Parent Handbook.
- c. LCA shall submit a copy of the Parent Handbook to the SASD by August 1st of each year.
- **Public School Alternatives.** No student will be required to attend LCA. Students, who do not elect to attend LCA may attend a school within the SASD in conformance with the enrollment policy of the SASD Board of Education.
- **Tuition.** LCA shall not charge any tuition. LCA may charge "activity fees" under the same regulations that apply to all public school pupils. By August 1st of each year of this contract, LCA shall provide a schedule of fees charged under this provision.

17. <u>Audits.</u> The Manner in Which Annual Audits of the Financial and Programmatic Operations of the School will be Performed.

- **a.** Access to Records. The SASD shall have access to all books maintained and records upon reasonable notice during regular business hours throughout the calendar year. All records required for IDEA compliance and monitoring will be maintained by the Local Educational Agency (LEA), SASD.
- b. <u>Financial Audits.</u> LCA shall submit audited financial statements of the Charter School's operation, including an audited list of the revenues and expenditures in conformance with Generally Accepted Accounting Principles and/or Governmental Accounting Standards Board standards, as applicable, along with the auditor's management letters and any exceptions noted by the auditor. The audit reports shall be prepared by a certified public

accountant and submitted to the SASD 60 days after the end of the fiscal year on June 30. LCA will provide the name of the individual or firm conducting the audit by August 1st of each year of this contract for approval by the SASD, which approval shall not be unreasonably withheld. LCA shall also submit quarterly financial reports as specified in Schedule A.

- c. **Programmatic Audits.** The SASD shall evaluate the performance of LCA in the areas of governance, strategic planning, demographics, market focus, information and analysis, process management, and organizational performance results. A description of specific measures that shall be used to evaluate such areas shall be provided to LCA annually, no later than December 1st of each year of this Contract.
- d. <u>Annual School Accountability Plan</u>. Within ten (10) days following the public release of the state report card showing school "met few expectations", or "fails to meet expectations", LCA shall submit to Student and Instructional Services a school accountability plan which sets forth, in measurable terms, goals for school improvement in the following school year.
- e. <u>Student Data Base Information</u>. LCA must maintain their student data base on SASD's student information system (SIS) in order to meet State reporting requirements, including WSLS and ISIS.

Any information not provided to the SASD or not filed properly with DPI that results in any loss, delay, or withholding of aid payments to SASD, shall result in a loss, delay, or withholding of payments to LCA. Any remedial actions made by SASD as a result of failure of LCA to report student data base information in conformance with this section may result in a notice of cost to LCA equal to the cost of that remedial action. The amount of the notice of cost will be deducted from the next regular payment from SASD to LCA.

18. <u>Contract Compliance</u>. As a condition of this contract, LCA will comply with and adhere to the annual reporting requirements and deadlines set forth at Schedule A, Contract Compliance Documents.

19. School Facilities and Liability Insurance.

- a. <u>Facilities.</u> The LCA will be located at 4101 Technology Parkway, Town of Sheboygan, Wisconsin 53083. The SASD will ensure that the building(s) in which the LCA program is located meet(s) all building codes and other building requirements for a public school facility.
- b. The LCA shall provide special education services at the Charter School's Site. The LCA shall maintain an appropriate environment, approved by both parties, for implementation of designated special education services including, but not limited to:
 - 1. Indoor play space and equipment appropriate for special education services and school-based therapy.

- 2. Space which complies with all applicable laws, rules and ordinances, including laws governing the use of seclusion and restraint. Appropriate space for support services and parents/guardian meetings and other similar activities.
- 3. Disability accessible facilities.
- c. <u>Liability Insurance</u>. The LCA shall insure all ordinary and reasonably foreseeable risks related to operation of the LCA including liability, property, worker's compensation, errors and omissions, and comprehensive coverage.

The LCA shall provide the following minimum liability insurance coverages with limits in respect to the LCA as set forth below:

Coverage Type

Minimum Limit

A. Commercial General Liability (which must include coverage for sexual abuse and molestation, corporal punishment, seclusion and restraint reporting, athletic events, and use of gymnasium equipment and must not contain endorsements CG 22 94/95; CG 21 42/43; CG 21 39; CG 24 26; CG 21 45 or CG 21 04)

Each Occurrence Limit \$5,000,000

Auto Liability \$100,000/occurrence \$100,000/person

B. Worker's Compensation Statutory Coverage with employer

liability limits of not less than \$500,000 or such other amount as

required by law

C. School Leader's Errors & Omissions/Educator's Legal Liability

Aggregate Limit \$2,000,000

D. Fidelity Bond Coverage (covering Crime, and including employee theft, forgery, larceny and embezzlement for the employees, and LCA Board of Directors members who may be responsible for the financial decisions of LCA.

Limit per Loss \$500,000

The Sheboygan Area School District Board of Education, its officers, employees, and "agents" shall be named as an additional insured under the insurance policies described in section A, B, C, and D. A certificate of insurance evidencing the aforementioned insurance requirements is to be provided to the Office of the Superintendent annually, prior to the start of each academic year; specifically, the certificate holder shall be the Sheboygan Area School District Board of Education 3330 Stahl Rd, Sheboygan, WI 53083. A specimen policy for each of the aforementioned insurance requirements shall also be provided to the Office annually. The insurer may not cancel any of the

aforementioned insurance requirements prior to the expiration date thereof with less than 60 days notice, and the certificate of insurance shall reflect this requirement. The certificate of insurance must specifically identify any exclusions in any of the aforementioned coverages. Should LCA be unable to obtain any of the aforementioned coverages, LCA may seek a written waiver of the above provisions from the Sheboygan Area School District Board of Education by directing such a request to the Office of the Superintendent. Under no circumstances is the right of the SASD Board of Education to recover damages limited to the fact that it is named as an additional insured under the insurance policies noted above.

The LCA shall require subcontractors of the Charter School to be insured and provide a certificate of coverage providing for the following:

A.	Workers Compensation	Statutory Coverage	
B.	Commercial General Liability		
	Each Occurrence Limit	\$5,000,000	
	General Aggregate	\$1,000,000	
	Products-Completed		
	Operations Aggregate	\$1,000,000	
C.	Automobile Liability		
	•	Combined Single Limit	\$1,000,000

For the purposes of this subparagraph, "subcontractor" is defined as any third party or entity with which the LCA contracts for the provision of goods or services related to the School, whose employees or representatives will have face-to-face contact with students, staff, or the School site, and which subcontractor is not expressly covered by the LCA's own liability insurance coverage as described above.

Personal Property. All classroom furnishings, office furnishings, art work, equipment, and other personal property of LCA, including such of the same as may be acquired during the term of this Contract (hereinafter "personal property"), will be inventoried and permanently labeled with an item number. All personal property of LCA shall be used in the operation of the Charter School. Any personal property that is subject to lease shall be so identified and a copy of the applicable lease shall be provided to SASD. Subject to this Agreement, personal property of LCA will remain the property of LCA. LCA shall maintain all personal property in good condition and in compliance with all applicable laws, ordinances, and codes. LCA will take all steps necessary to assure that its personal property remains at all times free of liens, security interests, or any other encumbrances. Except for supplies used in the ordinary course of its operations, LCA shall not dispose of or remove any of its personal property from the Charter School premises without the prior written consent of SASD.

All items of personal property provided to Lake Country Academy by the SASD using federal implementation grant funds will be inventoried and permanently labeled with an item number. LCA shall maintain this personal property in good condition and in compliance with all applicable laws, ordinances, and codes. LCA shall take all steps reasonably necessary to assure that personal property of the SASD is not subject to abuse. All items of personal property provided by the SASD for the use of LCA will remain the property of the SASD. LCA will respond to requests

from the SASD and Department of Public Instruction for inventory of equipment purchased with state or federal funds, including federal charter school funds.

LCA shall carry property and casualty insurance in an amount sufficient to cover the full replacement value of LCA and SASD personal property located upon the Charter School premises. Each policy maintained by LCA shall name SASD as an additional insured. LCA shall provide SASD with proof satisfactory to SASD of the existence of insurance satisfying its obligations hereunder. All incidents of loss, material damage, vandalism and theft of personal property shall be immediately reported by LCA to SASD. The parties shall cooperate with each other in the handling of any insurance claims in regard to such loss, damage, vandalism or theft.

If this contract or any successor contract terminates at any time after its effective date, all personal property of LCA, will remain the property of LCA. LCA shall remove all personal property from any SASD premises used by LCA within thirty (30) days after the effective date of termination of the Contract.

21. <u>Indemnification and Limitation on Liability</u>.

- a. Indemnification of District.
 - 1) LCA, Inc. and the LCA Board of Directors agree to indemnify, defend and hold SASD and its Board of Education, officers, administrators, agents and employees harmless from and against, any and all liabilities, losses, costs, expenses (including, without limitation, reasonable actual attorneys' fees and expenses) and damages (collectively, "Losses") arising out of any "Indemnity Claim," which means any action, cause of action, suit, proceeding, claim, or demand of any third party that, if true, would establish:
 - a) Breach by LCA of any provision of this Agreement;
 - b) Failure by LCA Board of Directors to comply with all applicable law, relating to this Agreement or operation of the Charter School, and state and/or federal laws concerning the establishment or operation of a charter school, or identification, admission, access, and/or evaluation of, and/or provision of services and/or accommodations to and/or prohibition of discrimination against students or employees with known or suspected disabilities or any other discrimination as prohibited by applicable law against students or employees; or
 - Any negligent or willful act or omission of LCA Board of Directors., or its employees or agents in connection with the performance of the obligations of LCA Board of Directors under this Agreement. The obligation of LCA Board of Directors., to indemnify and hold harmless under this subsection 21 with respect to any Indemnity Claim will be reduced to the comparative extent, as established by a judgment entered in a court of competent jurisdiction after any appeals, that such Indemnity Claim arises out of acts of fraud, willful misconduct, or acts in breach of this Agreement on the part of SASD or its Board of Education, officers, administrators, agents and employees. The obligations set forth in this subsection 21, survive the termination of this Agreement.

- b. <u>Indemnification of LCA Board of Directors</u> Subject to the limitations and immunities set forth in section 893.80 of the Wisconsin Statutes and all similar laws, SASD agrees to indemnify, defend and hold the LCA, Inc. and the LCA Board of Directors and its directors, officers, agents and employees harmless from and against, any and all liabilities, losses, costs, expenses (including, without limitation, actual reasonable attorneys' fees and expenses) and damages (collectively, "Losses") arising out of any "Indemnity Claim," which means any action, cause of action, suit, proceeding, claim, or demand of any third party that, if true, would establish:
 - 1) Breach by SASD of any provision of this Agreement; or
 - Any negligent or willful act or omission of SASD, the Board of Education or its employees or agents in connection with the performance of the obligations of SASD under this Agreement.

The obligation of SASD to indemnify and hold harmless under this subsection 21 with respect to any Indemnity Claim will be reduced to the comparative extent, as established by a judgment entered in a court of competent jurisdiction after any appeals, that such Indemnity Claim arises out of acts of fraud, willful misconduct, or acts in breach of this Agreement on the part of LCA Board of Directors or its agents and employees. The obligations set forth in this section 21 survive the termination of this Agreement.

- <u>Indemnification Procedure.</u> Any Party entitled to indemnification under this Section 21 c. (each an "Indemnified Party") agrees to give the Party required to indemnify such Party hereunder (each an "Indemnifying Party") prompt written notice of any Indemnity Claim as to which it intends to request indemnification hereunder. The Indemnifying Party will have the right to direct, through counsel of its own choosing, the defense or settlement of any Indemnity Claim at its own expense. The Indemnified Party may participate in such defense at its own expense. If the Indemnifying Party fails to defend or, if after commencing or undertaking any such defense, fails to prosecute or withdraws from such defense, the Indemnified Party will have the right to undertake the defense or settlement thereof, at the Indemnifying Party's expense. If the Indemnified Party assumes the defense of any such Indemnity Claim pursuant to this section 21 and proposes to settle such Indemnity Claim prior to a final judgment thereon or to forego any appeal with respect thereto, then the Indemnified Party will give the Indemnifying Party prompt written notice thereof and the Indemnifying Party will have the right to participate in the settlement or assume or reassume the defense of such Indemnity Claim. Notwithstanding anything contained in this Section 21 to the contrary, the Indemnifying Party will not, without the prior written consent of the Indemnified Party (which consent will not be unreasonably withheld or delayed), agree to a settlement of any such Indemnity Claim.
- d. <u>Limitation of Indemnity by SASD.</u> The obligation of SASD to indemnify LCA is limited by the provisions of 893.80 of the Wisconsin Statutes to the full extent such statute affords limitation or immunities to SASD, SASD not intending to waive any such provisions.
- **22.** Payments to Lake Country For Pupils Enrolled. LCA will be allocated a prorated amount per student based on the enrollment classification of the student.

SASD shall make payment to LCA only for pupils placed in the charter school educational program in accordance with this Contract and for costs specifically authorized herein. SASD

reserves the right to disallow any payment for any unauthorized costs, or expenses and to recover any payments made for unauthorized payments, costs or expenses. Upon written notice of a violation served pursuant to Section 31 and a failure to correct the violation or secure withdrawal of the notice within 60 calendar days, SASD also reserves the right to withhold or disallow payment in the event SASD determines that LCA is in violation of any provision of this Contract or laws or regulations governing it, until such time as LCA remedies said violations to the satisfaction of SASD to include, but not limited to, payment of "Flow Through Part B" funds under the IDEA. See Schedule A.

Payment by SASD to LCA shall be made under the following terms and conditions:

- a. LCA shall provide the SASD with an official enrollment and FTE count by the Third Friday in September of each year during the term of the Contract. The SASD shall make payment to LCA not to exceed categorical aids plus the per pupil FTE rate allocation less an administrative fee of 0.8%, in accordance with the following payment schedule.
- b. 40% of the total annual payment shall be made by the SASD not before July 20th on or before July 31st during the term of this contract (less 0.8%). This payment shall be adjusted upon the official enrollment count.
- c. 20% of the total annual payment shall be made by the first Monday in December (less 0.8%).
- d. 30% of the total annual payment shall be made by the fourth Monday of March (less 0.8%).
- e. 10% of the total annual payment shall be made by the third Monday of June (less 0.8%).

The following describes the manner in which LCA will receive per pupil Full-Time Equivalent (FTE) rate for LCA students in the 2023-24 school year:

Pre-Kindergarten: In-District - \$5,278.77* K-8: In-District - \$8,797.94*

*The above are 2022-23 allocations and will be adjusted based upon future budgets.

In subsequent years, the per pupil FTE rate for LCA students will be determined using the per pupil member amount allowed under the revenue limit and per pupil categorical aid. The amount LCA receives will change at the same dollar amount as the change received by the district.

Students enrolling in LCA through the state open-enrollment program will be funded at the full level received by the SASD.

Funding shall be based on LCA's FTE enrollment on the third Friday in September, plus any Title I and other categorical aids that Charter School is entitled to receive.

Any payments which may be due to LCA under this Agreement for the operation of the charter school educational program are the responsibility of the SASD. The SASD shall make payment directly to LCA each year LCA participates in the charter school educational program under this Contract. The SASD shall calculate additional payments for any categorical funds LCA has

applied for and may be eligible to receive, based on categorical guidelines and/or FTE pupil counts in the same manner as non-contracted SASD schools.

The per pupil allocation is intended to cover all costs and expenses related to the operation of the LCA's educational program. Therefore, the per pupil revenue amount shall be reduced by costs associated with the administrative fees charged by SASD.

If LCA is eligible to receive categorical aids, such as Title I funds, such aids shall flow to LCA through SASD in accordance with any attendant regulations and in the same manner as non-contracted SASD schools. Such aids shall not reduce the per pupil revenue to be received by LCA from SASD.

The 0.8% administrative fee is calculated on the basis of the total allocation for pupils enrolled.

- **Categorical Aids and Federal Funding**. All state categorical aids and federal funding, including but not limited to Title programs and IDEA funding, for which LCA students are eligible shall be paid to LCA, except as identified in this agreement. For IDEA "Part B Flow Through Funding" LCA will receive the per eligible pupil proportionate share minus the cost of additional contracted services from SASD to LCA. Such payments shall not reduce the per pupil revenue received by LCA from SASD.
- **24. Grants**. LCA may seek grants separately from and independently of SASD. Any grants received by LCA shall not reduce the per pupil revenue received by LCA from SASD.
- **Transportation and Nutritional Services**. If LCA elects to implement a pupil transportation policy and/or a nutrition services policy, LCA shall be responsible for all costs incurred as a result of such transportation policy and/or nutrition services policy. Transportation is otherwise controlled by state and federal law. If transportation is a required IEP service under IDEA, the cost of such service will be deducted from monies transferred from SASD to LCA.
- **Local Education Agency Responsibilities.** SASD is the Local Education Agency (LEA) for LCA for purposes of all state and federal laws, codes, rules and regulations pertaining to LEA duties, rights and responsibilities, including, but not limited to, the Americans with Disabilities Act (ADA), 42 U.S.C. §1210, Section 504 of the Rehabilitation Act of 1973, (Sec. 504), 29 U.S.C. §794, the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1400 *et seq.*, No Child Left Behind Act, 20 U.S.C. § 6301 *et seq.*, and the Asbestos Hazard Emergency Response Act (AHERA), 15 U.S.C. §2641 *et seq.*, Title II, 28 CFR Part 35 (implementing regulations of the Americans with Disabilities Act) and Wis. Stat. Chapter 115, subchapter V.

LCA staff shall participate in staff development opportunities provided by SASD pertaining to IDEA, ADA, Section 504, NCLB, AHERA and other related training provided for the implementation of educational services. The SASD policies governing the implementation of educational services for students with disabilities are applicable to LCA. LCA will follow the SASD policy and state law governing seclusion and restraint.

A. The implementation of the IDEA requirements by LCA shall be according to the following process:

1. Operations.

- a. LCA shall provide the cross-categorical teacher, teacher's assistant and Site for the LCA special education. If LCA does not employ required special education teacher, assistant or related personnel, the SASD will provide said employees to provide required IEP services to LCA at the contracted additional cost identified in this agreement in paragraph 27.
- b. LCA shall implement IEP services as determined by the LEA through the IEP and IDEA referral and evaluation process, to include assurances of providing the special education instructional time as required by the IEP and document progress on IEP goals at least as often as documenting progress for students without disabilities.
- c. LCA shall document the interventions as required through the Response to Intervention Process for use and consideration in all referrals under the IDEA.
- d. LCA will cooperate with the LEA in all initial evaluation and re-evaluation processes.
- e. LCA will assist in obtaining any required parental consents under the IDEA on behalf of the LEA in fulfillment of its duties under the IDEA, including parental consent for school-based therapy reimbursement and documentation for such reimbursement.
- f. LCA will provide the LEA with any required data for IDEA self-assessment process in a timely fashion.
- g. LCA shall provide appropriate notification to parents of all the LEA notices and procedural safeguards.
- h. LCA's implementation of the student IEPs shall follow the LEA SASD calendar, which will be provided to the Charter School annually.
- i. The parties shall engage in regular participation in annual and periodic IEP meetings for the implementation of IEPs and IDEA processes. The parties agree to meet periodically as a Collaboration Team to address IDEA implementation. The Collaboration Team includes, at a minimum, SASD LEA representatives and the designated program coordinator/staff member from the LCA.
- j. Daily attendance records shall be maintained by the LCA in accordance with state requirements and sent upon request.
- k. Participant enrollment in the Program shall not exceed any requirements set by state or federal law or by District policy for the implementation of the Program. The LCA is solely responsible for compliance with all staffing ratios for the provision of IEP services provided under state and federal law.

- 1. LCA shall provide the District with current enrollments, attendance reports and all other reports requested by the District not later than three business days after request by the District. The LCA will assist in the provision of information requested by the Department of Public Instruction (DPI) or the Office of Civil Rights on shorter time frames if so requested due to compliance complaints or investigations.
- m. All staff providing special education services shall participate in joint training and professional development for purposes of delivery of special education service. All staff will be available for meetings outside of school hours, none of which shall be paid for by the SASD.
- n. LCA will ensure that all employees have completed the DPI training related to mandatory reporting of abuse or neglect and the use of seclusion and restraint pursuant to state law.
- o. CPR and First Aid trained staff shall be available during Program hours.
- p. The District will hold a transition meeting with LCA staff regarding identified special education students moving from public school to the LCA. The LCA will provide a list of those students by April 15.
- q. The District will keep the LCA in CPI: Nonviolent Crisis Intervention Training rotation schedule.
- r. The District will invite the LCA special education staff to any District- wide special education professional development opportunities.
- s. LCA staff will mentor new employees hired and be responsible for training of Skyward software and paperwork process.

B. <u>Activities/Curriculum</u>

- 1. A developmentally appropriate curriculum model shall be used by the LCA in the implementation of any IEP delivered through the LCA Program such that the IDEA eligible students are provided a free appropriate public education (FAPE).
- 2. Site classrooms shall not be segregated by program type, family income, or participant's ability/disability.
- 3. LCA shall provide and maintain a basic set of classroom equipment, instructional materials and supplies and basic consumables to implement the designated IEP services. The District shall provide the LCA with a copy of its adopted curriculum resources. All equipment and materials purchased by the District shall remain the property of the District and shall be returned to the District in the event the materials are no longer needed to implement IEP services. The LCA may purchase supplemental supplies according to the District's standard school supply list, pricing and terms.

- 4. LCA shall provide and pay for all basic consumables.
- 5. LCA shall form a committee of the parents and guardians of eligible students under the IDEA, who shall be allowed to communicate with the LCA and the SASD LEA in planning their participant's educational program.

LCA shall fully cooperate with SASD in every way deemed appropriate by SASD to allow SASD to oversee and monitor the activities of LCA and to ensure compliance with all state and federal laws, codes, rules and regulations pertaining to LEA duties, rights and responsibilities. SASD is authorized to direct and mandate that LCA perform such activities and take such corrective actions as SASD may determine are necessary and/or appropriate, to ensure full compliance with all state and federal laws, codes, rules and regulations pertaining to LEA duties, rights and responsibilities. SASD reserves the right to terminate this Contract under paragraph 29.C. if LCA, as determined by SASD, does not fully cooperate with SASD, does not perform such activities or take such corrective actions as may be directed and mandated by SASD or does not remedy any real or perceived violation or failure to the satisfaction of SASD.

LCA shall assume responsibility for all direct and indirect costs, expenses, damages and/or liabilities, in the same manner as non-contracted SASD schools, including, but not limited to, attorney fees and hearing costs, arising out of, or associated with issues related to compliance with all state and federal laws, codes, rules and regulations pertaining to the IDEA and cooperating with the SASD LEA and LCA's own, rights, responsibilities and obligation to cooperate and take corrective actions under this paragraph.

- **Purchase of Services**. Any services purchased from SASD by LCA shall be at a fair cost mutually agreed upon not to exceed the cost for such services provided to other SASD schools. Special Education Services that are not otherwise provided at LCA by LCA employees, but required to provide FAPE in an individual education program (IEP) will be provided by SASD to LCA at the hourly rate of the total cost to SASD. The cost of these additional contracted services will be deducted from the IDEA proportionate share funds and other revenues to LCA from SASD.
- **28. Non-Sectarian Status.** The Lake Country Academy shall be non-sectarian in its programs, admissions, policies, employment practices and all other operations.

29. Term, Renewal and Termination of this Contract.

- a. <u>Term.</u> Consistent with the provisions of §118.40(3)(b), Wis. Stats., the initial term of this Contract ("Term") shall be for five (5) years commencing July 1, 2023 and shall expire at midnight, on June 30, 2028, unless terminated or extended pursuant to the terms hereof.
- b. <u>Renewal</u>. Pursuant to §118.40(3)(b), Wis. Stats., upon expiration of the initial Term, the Board of Education and LCA may mutually agree to renew this Contract for such additional terms for up to five (5) years each as the Boards of the SASD and LCA deem appropriate
- c. <u>Termination by Board of Education.</u> This Contract may be terminated by the Board of Education if it finds that:
 - 1) Enrollment does not result in sufficient revenues to operate the school,

- 2) LCA has violated this Contract,
- 3) If LCA fails to comply with generally accepted accounting principles and standards of fiscal management,
- 4) If enrolled pupils fail to achieve math and reading scores which are at or above those of their SASD peers at grade levels tested using state assessment measures required by statute, with modifications or alternative assessments as required by IEP for Children with Disabilities.
- 5) The LCA Board of Directors, Board Members, employees, or agents provide the SASD Board of Education false or intentionally misleading information or documentation in the performance of this Contract, or
- 6) LCA has failed materially to comply with Applicable Law,
- 7) Any director, members, employee, or agent of LCA has knowingly violated any statute, ordinance or Board policy with respect to the operation of the Charter School,
- 8) LCA knowingly violates Section 118.40 of the Wisconsin Statutes governing charter schools,
- 9) LCA defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.

Written notice of such termination shall be provided to the LCA, as provided in Section 32 of this Contract, and shall include the stated reasons for the termination and its effective date. The SASD will issue a provisional notice of termination on or before July 1 to be effective the subsequent July 1. During the interim school year, the SASD may require that LCA undertake corrective and remedial actions identified by the SASD. Termination of this Contract may be suspended by SASD upon compliance by LCA with the corrective and remedial measures identified by the SASD. Unless otherwise suspended, the provisional notice of termination will be effective on the date set forth in the provisional notice. In the event of termination, materials and equipment purchased with SASD funds of any character will remain the property of SASD.

- d. <u>Emergency Termination or Suspension.</u> If the Board of Education determines that any of the causes for termination set forth in Section c., above, have occurred and SASD reasonably determines that the health or safety of the students of the Lake Country Academy is put at actual risk thereby, the Board of Education shall provide LCA written notice of such cause for termination and, upon delivering such notice, (i) may either terminate this Contract immediately or (ii) may exercise superintending control of the Lake Country Academy pending further action.
- e. <u>Termination by LCA Board of Directors.</u> This Contract may be terminated by LCA Board of Directors upon advance written notice given on or before July 1 of any year effective the following June 30, or if LCA finds that any of the following have occurred:
 - 1) Enrollment does not result in sufficient revenues to operate the school;

- 2) The Board of Education defaults materially in any of the terms or conditions contained in this Contract;
- 3) SASD willfully provides LCA false or intentionally misleading information or documentation in the performance of this Contract, or
- 4) SASD defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.

LCA shall provide notice of termination effective June 30 of any year upon written notice to the Board of Education as provided in Section 32 of this Contract. When LCA asserts a material default on the part of the SASD, LCA will provide written notice of the specific material default asserted and afford the SASD 60 calendar days in which to cure the asserted material default.

- f. <u>Final Accounting.</u> Upon termination of this Contract, LCA shall assist the Board of Education in conducting a final accounting of the Charter School by making available to the Board of Education all books and records that have been reviewed in preparing LCA's annual audits and statements under Section 17 of this Contract.
- g. <u>Equipment Disposition.</u> LCA will respond to requests from the Board of Education of the SASD and Department of Public Instruction for inventory of equipment purchased with state or federal funds, including federal charter school funds, and the disposition of any individual item of equipment worth \$300 or more.
- **Compliance with Applicable Law**. LCA shall comply with all Applicable Law, which may change from time to time and which may include, but is not limited to, the following laws:
 - (1) Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d-2000d-7;
 - (2) Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq.;
 - (3) Age Discrimination Act of 1985, 42 U.S.C. § 6101 et seq.;
 - (4) Section 504 of the Rehabilitation Act of 1974, 29 U.S.C. § 794, and the Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213, its Amendments and Title II implementing regulations at 28 CFR Part 35.
 - (5) Individuals with Disabilities Education Act, 20 U.S.C. § 1400-1485 et seq.
 - (6) Family Education and Privacy Rights Act, 20 U.S.C. § 1232(g);(7) Drug-Free Workplace Act, 41 U.S.C. § 701 *et seq.*; Section 118.125,Wis. Stats., Pupil Records
 - (7) Asbestos Hazard Emergency Response Act, 15 U.S.C. §§ 2641-2655; and
 - (8) No Child Left Behind Act of 2001, 20 U.S.C. §§ 6301-6578, and it's implementing regulations, 34 C.F.R. § 200 et seq.

If the Applicable Law requires the Office of Civil Rights, U. S. Department of Education to take certain actions or establish requirements with respect to Lake Country Academy, Lake Country Academy shall cooperate with those actions and comply with those requirements. In particular, Lake Country Academy agrees to comply with the responsibilities and obligations of the Title I, Part A accountability provisions as specified under the Every Student Succeeds Act 2015 (ESSA) and its implementing regulations established by the U.S. Department of Education, which currently include participating in statewide assessments, meeting the state adequate yearly progress definition, meeting public and parent reporting requirements, implementing school

sanctions if Lake Country Academy is identified for school improvement, and meeting the highly-qualified teachers and paraprofessional requirements.

- **Policies Which Will Not Apply to LCA.** Except as expressly provided in this contract, SASD policies and procedures do not apply to the operations of LCA.
- **Notices.** Whenever this Contract provides that notice must or may be given or that information must or may be provided, notice and information shall be provided in the following manner.

To SASD: Coordinator of Charter Schools

Sheboygan Area School District

3330 Stahl Rd

Sheboygan, Wisconsin 53081

With a copy to: Superintendent of Schools

Sheboygan Area School District

3330 Stahl Rd

Sheboygan, Wisconsin 53081

To LCA: Board President

Lake Country Academy, Inc. 4101 Technology Parkway Sheboygan, WI 53083

With a copy to: Administrator

Lake Country Academy 4101 Technology Parkway Sheboygan, WI 53083

Notice hereunder shall be effective if made by hand delivery or by United States Mail, postage prepaid, certified with return receipt requested. Notices shall be effective (i) when actually received by the addressee, if made by hand delivery, or (ii) 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.

33. <u>SASD and LCA Liability.</u> The parties agree that the establishment of the Charter School shall have no effect on the liability of SASD other than those obligations specifically undertaken by SASD under this Contract. The parties agree that the establishment of the Charter School shall have no effect on the liability of Lake Country Academy, Inc. other than those obligations specifically undertaken by LCA under this Contract.

34. Miscellaneous.

- a. <u>Governing Law.</u> This Contract shall be governed by, and construed and interpreted under the laws of the State of Wisconsin.
- b. <u>Application of Statutes.</u> If, after the effective date of this Contract, there is a change in Wisconsin Statute 118.40 or any other statutory provision referenced herein or is enacted under state and federal law which modifies or changes the responsibilities or obligations of any of the parties to this Contract, this Contract shall be deemed amended by the parties to conform to the change in existing law as of the effective date of such change. Except as

- otherwise specifically provided by statute, regulation or a court decision, the provisions of Wisconsin Statutes Chapters 115 through 121 shall not be applicable to LCA operations.
- c. <u>LCA Public Announcements.</u> Any publication, news release, or the like that SASD produces that contains detailed information or descriptions besides the LCA name shall be proofed in advance by LCA. No changes/alterations will be made to the LCA's logo/mark without prior written approval of the LCA's Board of Directors. In all publications, news releases or the like, LCA shall be identified as a public charter school and part of Sheboygan Area School District.
- d. <u>Entire Agreement.</u> This Contract sets forth the entire agreement between the parties with respect to the subject matter of this Contract. All prior applications, agreements or contracts, representations, statements, negotiations, understandings and undertakings are superseded by this Contract, except as otherwise provided for under subsection 21 of this contact or as otherwise required by law.
- e. <u>Severability.</u> 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 provisions of this Contract. If any provision of this Contract shall be or be determined to be 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.
- f. Modifications. No modification to this Contract shall be effective unless the same is in writing and signed by authorized representatives of both parties. During any year of this Contract, either party may request to amend a provision of this Agreement. A request for amendment will be presented in writing before March 30 of each year and identify the terms of the proposed amendment. Thereafter, the parties will promptly meet and confer in good faith with respect to the proposed amendment. Neither party shall be obligated to accept any request for amendment. Any amendment which is agreed upon will be effective July 1 or on such other date as the parties may agree.
- h. <u>Assignment.</u> This Contract is not assignable.
- i. <u>Counterparts: Signature by Facsimile.</u> This Contract may be signed in counterparts, which shall together constitute the signed original Contract. A signature delivered by facsimile or electronic mail shall be considered an original for purpose of this Contract.
- j. <u>Audit.</u> As a condition of non-instrumentality status LCA shall provide the SASD with a full audit of the finances of the Lake Country Academy, Inc., at no cost to the LCA, provided the auditor is Schenk Inc. LCA retains the right to contract with another auditor at the cost of LCA, provided the auditor follows Generally Accepted Accounting Principles and is approved by the SASD; such approval will not be unreasonably withheld.
- k. Open Meeting. LCA agrees that the following meetings shall be open to the general public:
 - 10) All LCA Board of Directors meetings except when a closed session is authorized under Section 19.85, Wis. Stats.
 - 11) All School Lotteries

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as of the date written below. Through their signatures the representatives of the parties confirm that they have full authority to execute this Contract.

SHEBOYGAN AREA SCHOOL DISTRICT: By: Mary Lynne Donohue President, Board of Education Date: ATTEST: Susan Hein Board of Education Clerk LAKE COUNTRY ACADEMY, INC. By: Kevin Delray President Date: ATTEST: Katie Checolinski Secretary

Schedule A Contract Compliance Documentation

Date Due	Requirement Item	Date Submitted
07/01	School Year Calendar (Provide again if changes are made)	
07/01	Vendor Subcontracts over \$5,000 (Provide again if changes are made)	
07/31	Fourth Quarter (April-June) Balance Sheet and Year-to-Date Revenue and Expenditures	
09/01	Annual School Accountability Plan	
09/01	List of Current Board and Administrative Team Members	
09/01	Copy of all Board Agendas and Minutes <u>within 45 days of publication</u> throughout the school year – submit any remaining prior school year minutes/agendas by 6/30 - Minutes last in for:	
10/01	Letter certifying compliance with Staff Background Check Requirements	
10/01	DPI FORM PI1567A , Third Friday in September Enrollment Report and Enrollment by Grade Showing Number of Students and FTE Submit required data to Dept. of Student & Instructional Svcs. by the Wednesday following the 3 rd Friday.	
10/01	DPI FORM P19550 , Highly Qualified Teacher Plan.	
10/01	DPI FORM P11202, Fall Staff Report.	
10/31	First Quarter (July-September) Balance Sheet and Year-to-Date Revenue and Expenditures	
10/31	Annual Financial Audit	
1/31	Second Quarter (October -December) Balance Sheet and Year-to-Date Revenue and Expenditures	
02/01	DPI FORM P11567B Second Friday January Pupil Count Report. Submit required data to Dept. of Student & Instructional Svcs. by the Wednesday following the 2 nd Friday.	
04/30	Third Quarter (January -March) Balance Sheet and Year-to-Date Revenue and Expenditures	
05/15	Pupil Membership Audit	
06/01	Proposed Budget for Coming Year	
	Non Dated Requirement Item	
Insurance	e Coverage Summary/Certificate Coverage through (Provide again if changes are made)	
	mpt Status under IRC 501(c)(3), Non-Stock Corporation Bylaws, and all current board procedures (Provide again if changes are made)	
♦ Subr Board	notices to the public for: mission of annual report to the School Board ◆ Approval of the annual budget of LCA by the School ◆ All school admission lotteries ◆ Approval of the annual audit of LCA by the School Board ◆ ll open house	

SCHEDULE B

SPECIAL EDUCATION POLICIES AND PROCEDURES- LCA

EVALUATION AND IEP PREPARATION

- A. The parties shall evaluate the IDEA services implemented annually, to be coordinated and overseen by the District.
- B. Initial Evaluation (LD, EBD, CD, OHI, Autism, etc)
 - 1. LCA Special Education Teacher will complete request for consultation form and send or fax to the Special Education Office at the Sheboygan Area School District, (920) 459-6713.
 - a. The District Special Education Secretary will give fully completed form to the District Psychologist.
 - b. If not completely filled out or missing documentation, the form will be sent back.
 - 2. The District psychologist will review the consultation and either contact the team for more information and/or contact parents.
 - 3. The District psychologist will find out from all team members what assessments will be completed.
 - 4. The District psychologist will serve as LEA and case manager for the initial evaluation
 - a. Psychologist will contact the Charter School team members (general education teacher, person who did any interventions, special education teacher, etc.) to get input for EW-1.
 - b. Psychologist will set up meeting date with parents and the Charter School team.
 - c. Psychologist will be responsible for completing the referral and evaluation paperwork in a timely manner.
 - d. The Charter School special education teacher will input his/her evaluation information into box A under "Information from Additional Tests and Other Evaluation Materials"

C. Roles of the Initial Evaluation Team

- 1. District Psychologist: Complete standardized testing, teacher rating scales, observations, student interviews, parent interviews.
- 2. The Charter School special education teacher:
 - a. For academic referral: Standardized academic test, complete observation, provide progress monitoring data, student interview if appropriate.
 - b. For emotional/behavior referral: Complete observations in 2-3 environments.
- 3. SLP: Complete articulation and receptive/expressive language testing If the student qualifies and requires special education, then the Charter School special education teacher will become case manager for the IEP portion of the meeting
- D. Reevaluations (LD, EBD, CD, OHI, Autism)
 - 1. 6-8 weeks prior to the due date for the reevaluation, the Charter School's case manager will contact the District Special Education Office.
 - 2. The case manager will give the District Special Education Secretary the student ID and name to record.
 - 3. The case manager will contact the school psychologist to consult whether the reevaluation should be completed with or without additional testing.
 - 4. The Charter School special education teacher will be case manager will proceed with paperwork and process.
 - 5. In cases where the severity of the disability is so significant that the least restrictive environment is not appropriate, the District will initiate an IEP evaluation to determine the most appropriate placement for the child.
- E. Initial Evaluations and Reevaluations (Speech/Language only)
 - 1. The District or Charter School speech language therapist will serve as case manager for Speech Language (SL) only evaluations.
 - 2. The coordinator of special education or someone they appoint will serve as LEA.
 - 3. If a new area of disability is suspected for a SL only student, the initial evaluation process will be followed.
- F. Writing IDEA Compliant IEP's

- 1. If a student has been identified as having an emotional behavioral disability then the IEP team will develop a behavior intervention plan.
- 2. Goals need to address all areas of identified disability related need.
 - e. Supplementary aids and services should clearly document the student needs and address all school environments.
 - f. Programming minutes should reflect the severity of the identified disability and the time required to implement the IEP service.

G. Family Outreach Program

- 1. The parties shall support each other and participate in conducting Child Find and Outreach Programs.
- 2. Parents and community members, who have first been approved (approval contingent upon background check) and remain approved by the District, may serve as volunteers.

H. Support Services

- 1. The following support services shall be provided by the party, whose name appears after the particular service:
 - a. Nursing Services: <u>District</u>;
 - b. Vision and hearing screening: <u>District:</u>
 - c. Immunization and recordkeeping: <u>District and Charter School</u>;
 - d. Providing information on health and safety to participants: <u>District and Charter School</u>;

1/18/23, 10:46 AM BoardDocs® PL X. Miscellaneous C.

Book Policy Manual

Section 2000 Program

Title PARENTAL/POLICE ACCESS TO LIBRARY MEDIA CENTER INFORMATION

Code po2416.01*pdw

Status Second Reading

Adopted October 22, 2013

Last Revised April 26, 2022

2416.01 - PARENTAL/POLICE ACCESS TO LIBRARY MEDIA CENTER INFORMATION

The Board of Education respects the privacy rights of parents and their children. The Board is also committed to ensuring that parents are fully informed about the instructional material, resources and services students choose to use at the District's libraries. Parents or guardians of a student under the age of sixteen (16) have the right to review, upon request (Form 2416.01 F1), library records relating to the use of the library's documents or other materials, resources or services by the student. Upon request from a law enforcement officer investigating criminal conduct alleged to have occurred at a school library, the library shall disclose to the officer records produced by a surveillance device under the control of the library, that are pertinent to the

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alleged criminal conduct.

Legal Sec. 43.30 (1m), Wis. Stats.

43.30(5), Wis. Stats.

EXTENDED TRAVEL, REGIONAL/NATIONAL COMPETITION, AND/OR INTERNATIONAL FIELD TRIP PRE-APPROVAL FORM

1.	Name of Group:	Sheboygan South High School Band
2.	Date of Application:	January 13, 2023
3.	Person Making Application:	Wade Heinen
4.	School:	South High School
5.	Proposed Event:	Florida Band Trip
6.	Destination:	Orlando, Florida
7.	Dates of Travel:	Tuesday, Feb 28 - Friday, March 3, 2023
8.	Purpose:	Performances by Combined Concert Band
	# of students (estimate):	48
10	. # of chaperones:	5
11	. Is this field trip a regional/na	tional competition? Yes x No
12	. If yes, what are the qualifyin participation?	g criteria for

13. Estimated Costs

Use the appropriate worksheet to calculate the cost of the trip. Use the results from the worksheet to complete the section below. The worksheet must be submitted along with this form to the Assistant Superintendent Student & Instructional Services.

# of Students	48	Source	Total
Cost Per Student	1390	Students : (\$ 1390 : each	0
Total for all Students	66720	Chaperones (\$ 1190 each	0
	•	Student Group/Fundraising	72670
# of Chaperones	15	Grants	
Cost Per Chaperone	1190		·
Total for All Chaperones	5950	Building Funds	
Total tot vill onaporono		District/Central Admin Funds	
Total Cost of Trip	72,670	Other - specify here:	
		Total Cost of Trip	72,670

Continued on next page . . .

	What activities will the students be engaged in while on the trip? The combined concert band will provide a sit-down concert at the Waterside Stage at Disney Springs. In addition, students will have the opportunity to take in the sites of the Disney properties.					
b.	How will students demonstrate their learning from this experien specific activities that will take place after the field trip.) Each Florida trip year, the students learn five additional concert band additional concert both in Sheboygan and in Florida. The additional neach band to learn more music but individually requires a greater lever commitment to learning music. The best part of teaching music is that curve in regards to assessments. Being a performing art, the assessments what the students have learned will be shared and evaluated by the distinction of the students have learned will be shared and evaluated by the distinction.	chart nusic el of d t we : ment	s and p not onl ledication are ahe on how	erform y pus on an ead of well	m an hes d the and	
C.	How will SASD staff members, involved in the field trip, use the this field trip to enhance their classroom activities? Mr. Heinen will be using the trip to extend what is already learned and performing environment. A fine Sheboygan South HS ensemble will recity of Sheboygan, and the state of Wisconsin in a national setting. Topportunity and Mr. Heinen and the students take this very seriously.	l shar	ed in a	diffe	rent 5D, the	
d.	Who will the chaperones be and how were they selected? Chaperons will be selected as they have been in past band trips. The parents with children that are seniors, then juniors, then sophomores Additional parents will pay the full value of the trip to join the group. Oplace in selection due to the makeup of the student groups.	and t	hen fre	shma	n.	
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Use the space below to answer the following questions. Do not submit additional pages.

The space below will expand to fit your needs.

14.

15.

16. Route this form for approval. Follow the guidelines on the cover page of this form.

Signature	Title	Recommended:		Comments
		Yes	No	
Wade Heinen (via email)	Advisor	x		Great Opportunity!
Kevin Formolo (via email)	Principal	х		
Jacob Konrath	Asst Supt - S&I	x		Enjoy!
hatte	Superintendent	X		
	Board of Education			

8/27/13 New Form Number 9/18/14 Updated 10/6/16



Committee Meeting Minutes, January 10, 2023

CURRICULUM & INSTRUCTION COMMITTEE - Ms. Kay Robbins, Chair

Ms. Kay Robbins, Chair, convened the meeting at 6:00 p.m.

Ms. Kay Robbins, Mr. Mark Mancl, Mr. Santino Laster, and Mr. Ryan Burg were present.

1. DIPLOMAS (EARLY GRADUATION) – Mr. Jacob Konrath (Information/Action)

Moved by Mr. Mancl, seconded by Mr. Burg to accept administration's recommendation that high school diplomas be awarded to students from Central, North, South, and George D. Warriner High Schools who are members of the class of 2023 and have completed district requirements for early graduation. All ayes. Motion carried unanimously.

	<u>Total</u>
Central High School	6
North High School	11
South High School	8
George D. Warriner High School	<u>2</u>
Total	27

2. DIPLOMAS (EARLY GRADUATION GED OPTION 2 PROGRAM) – Mr. Jacob Konrath (Information/Action)

Moved by Mr. Laster, seconded by Mr. Mancl to accept administration's recommendation that high school diplomas be awarded to Xhoel Corbaxhi, Riley Diedrich, Thomas Glasgow III, Isabelle Hoffman, Aleyda Jaimes, Cadence Pockat, Ian Prisinger, Alexander Rabon, Brandi Russell, Valerie Sanders, Gavin Stanisch, Felicity Tews, William Theune, Isabella Wegner, and PaChee Yang, who are members of the class of 2023 and have completed all requirements to receive their diplomas through the GED Option 2 Program from the Department of Public Instruction (DPI). All ayes. Motion carried unanimously.

3. DIPLOMAS – Mr. Jacob Konrath (Information/Action)

Moved by Mr. Burg, seconded by Mr. Laster to accept administration's recommendation that high school diplomas be awarded to Luis Cortes Gomez, Leonardo Enriquez, Alejandro Vallejo, and Owen Denson, who are members of the class of 2022 and have completed all requirements to receive their diplomas, and Sean Gall, class of 2022, who has met all requirements to receive a diploma through the GED Option 2 Program from the Wisconsin Department of Public Instruction (DPI). All ayes. Motion carried unanimously.

4. REGULAR AND SPECIAL EDUCATION ENROLLMENT CAPS – Mr. Jacob Konrath/Mr. Jason Ledermann (Information/Action)

Moved by Mr. Laster, seconded by Mr. Burg to accept administration's request to close all special education seats for the 2023-2024 school year in all programs at every grade level based on caseload formula. All ayes. Motion carried unanimously.

Wisconsin ACT 55 requires that school districts set space availability enrollment numbers for open enrollment for both regular and special education students. Mr. Konrath reported that the District would accept all regular education students; however, they may not be granted their specifically requested program or school. That will be determined on space

availability in the District. Mr. Ledermann reported that the District monitors the available space for students within special education, which includes reviewing the current number of students in special education, the students IPE, and how it relates to staffing. The IEP needs of a student are considered when developing the capacity of the program. Based on his projections, the District does not have any availability in any program at any level for special education. Based on that information, the recommendation from administration is that special education students outside the District for the 2023-2024 school year would not be accepted.

5. RESEARCH PROJECT PER BOARD OF EDUCATION POLICY 2416 – Mr. Jacob Konrath/Mr. Jim Renzelmann (Information)

Mr. Renzelmann reported that this research project will affect eighth grade students at Farnsworth, Horace Mann, and Urban Middle Schools during the 2023-2024 school year and will focus on student outcomes as they participate in history units. The study will also include ELA teachers so it does include a professional development component and data of how disciplinary literacy impacts students. The goal is to replicate this at local levels. Mr. Burg noted that future research project requests should include the study documents folder as he found it to be very useful and informative.

6. 2023 UCA NATIONAL HIGH SCHOOL CHEERLEADING CHAMPIONSHIP FIELD TRIP – Mr. Jacob Konrath (Information/Action)

Moved by Mr. Burg, seconded by Mr. Laster to approve South High School students to travel to Orlando, Florida from February 7-13, 2023, to compete in the Universal Cheerleaders Association 2023 National Cheer Competition. All ayes. Motion carried unanimously.

7. INTERNATIONAL MODEL UNITED NATIONS CONFERENCE FIELD TRIP – Mr. Jacob Konrath (Information/Action)

Moved by Mr. Burg, seconded by Mr. Mancl to approve North High School students to travel to Chicago, Illinois from February 2-5, 2023 to compete in the International Model United Nations Conference. All ayes. Motion carried unanimously.

Meeting adjourned at 6:15 p.m.



Committee Meeting Minutes of January 10, 2023

HUMAN RESOURCES COMMITTEE - Dr. Susan Hein, Chair

Dr. Susan Hein, Chair, called the meeting to order at 6:25 p.m.

Present: Dr. Susan Hein, Mr. David Gallianetti, Ms. Kay Robbins, Ms. Rebecca Versey

1. APPOINTMENTS – Ms. Jami Hintz (Confirming Action)

Moved by Ms. Robbins, seconded by Ms. Versey to confirm the following appointments. All ayes. Motion carried unanimously.

TEACHER

Daniel McGoldrickEnglishUW-Stevens PointBachelor's DegreeSheboygan, WISouth High\$37,314.98 (prorated)

Mr. McGoldrick has been hired for the 2022-2023 school year. Mr. McGoldrick previously worked as an English Teacher at North High in the District from September 2014 through June 2022. He is certified in English. He was the only candidate interviewed.

COMMUNITY LEARNI	NG CENTER (CLC at Sheridan)		
Emanuel Cobos	CLC Enrichment Assistant	January 9, 2023	\$14.00 per hour
<u>CUSTODIANS</u>			
Arnoldo Broussard	Grant	December 9, 2022	\$15.20 per hour
Shawn Nytes	South High	December 19, 2022	\$16.47 per hour
NOON HOUR GURERY	IGOD		
NOON HOUR SUPERV		1 2 2022	φ10.00 1
Ashley Hagerman	Cooper	January 2, 2023	\$10.00 per hour
RECREATION DEPART	ГМЕЛТ		
Treston Dekker*	Basketball Referee	December 12, 2022	\$15.00 per hour
Gabrielle Hagemeier	Kidstop Childcare	December 19, 2022	\$14.00 per hour
Suleiman Haji	Kidstop Childcare	December 7, 2022	\$14.00 per hour
Suleiman Haji	Basketball Referee	December 7, 2022	\$15.00 per hour
Rebecca Lyon	Kidstop Childcare	December 7, 2022	\$14.00 per hour
Lurian Soto Cartagena	Basketball Referee	December 6, 2022	\$15.00 per hour
Candy Stasiak	Kidstop Childcare	December 12, 2022	\$14.00 per hour
Hayden Streblow	Basketball Referee	December 14, 2022	\$15.00 per hour
Quinn Wingender	Kidstop Childcare	December 12, 2022	\$14.00 per hour
Raine Xiong	Kidstop Childcare	December 16, 2022	\$14.00 per hour
Kaitlyn Zynda	Kidstop Childcare	December 5, 2022	\$14.00 per hour
CECDET A DIEC			
SECRETARIES Errica Vannady	Jefferson	January 0, 2022	\$16.00 man have
Erica Kennedy	* **-	January 9, 2023	\$16.00 per hour
Lynn Videkovich Coenen*	Business Services	December 12, 2022	\$18.37 per hour
Lisa Visser	Jefferson	January 16, 2023	\$15.20 per hour
SUBSTITUTE COOK			
MaiChao Lee	District-Wide	December 12, 2022	

SUBSTITUTE EDUCATIONAL ASSISTANTS

Amber Bush District-Wide December 16, 2022
Carrina Gornall District-Wide December 14, 2022
Deepika Mukkala District-Wide December 15, 2022

SUBSTITUTE SECRETARY

Carrina Gornall District-Wide December 14, 2022

SUBSTITUTE TEACHERS

Denise Cesar	Degreed, Non-certified	December 12, 2022
Jarrod Fenner	Degreed, Non-certified	December 20, 2022
Emily Heinemann	Degreed, Non-certified	December 20, 2022
Monica Salata-LaBudde	Broad Field Social Studies, Geography, History, and Spanish	December 13, 2022
Jennifer Ziegler	Degreed, Non-certified	December 21, 2022

EXTRA PAY FOR EXTRA SERVICE (COACHES/ADVISORS)

Farnsworth

Luis Flores-CantuInternal CandidateGirls' Basketball Coach\$1,250.00Michael PrustInternal CandidateGirls' Basketball Coach\$1,250.00

2. SEPARATIONS – Ms. Jami Hintz (Information)

The following separations have been granted:

Timothy Anhalt	Soccer Coach	South High	December 6, 2022
Joseph Broghammer	Swim Events	North High	December 20, 2022
Kenie Bustos	Soccer Supervisor	Recreation Department	December 13, 2022
Samantha Davis	Playground Attendant	Recreation Department	December 20, 2022
Sophia Gielow	Aquatic Aide	Recreation Department	December 13, 2022
Dustin Giffin	Wrestling Coach	Horace Mann	December 6, 2022
Brenda Gosden	Substitute Teacher	Summer School	December 7, 2022
Madison Griessmeyer	Black Spring Foundation	Jackson	December 13, 2022
Jim Gustafson	Youth Baseball	Recreation Department	December 7, 2022
Jason Harder	Varsity Football Coach	South High	December 6, 2022
Noah Herzog	Summer School	Recreation Department	December 20, 2022
Kevon Holbrook	Basketball Coach	Recreation Department	December 13, 2022
Kimberly Johnson	Teacher	Étude High	December 22, 2022
Kay Kapellen	Fitness Instructor	Recreation Department	December 20, 2022
Scott Kautzer	Teacher	Farnsworth	December 22, 2022
Chad Kuck	Girls' Volleyball	North High	December 6, 2022
Jayden Lackershire	Swim Events	North High	December 20, 2022
Karen Lorge	Event Worker	South/North High	December 5, 2022
Peri Luedke	Substitute Teacher	Summer School	December 6, 2022
Gregory Mulloy	Educational Assistant	Jackson	December 7, 2022
Ronni Nigro	Youth Gymnastics	Recreation Department	December 6, 2022
Shelly Nigro	Youth Gymnastics	Recreation Department	December 6, 2022
Alexander Oehldrich	Event Worker	Horace Mann	December 20, 2022
Alyson Piper	Aquatic Aide	Recreation Department	December 13, 2022
Bryan Prado Arechiga	CLC Enrichment Assistant	Sheridan	December 13, 2022
Geovanna Quinteros	CLC Enrichment Assistant	Sheridan	December 13, 2022
Julia Richardson	Soccer Coach	Recreation Department	December 13, 2022
Jan Ross	Boys' Basketball	South High	December 6, 2022
Joseph Rowley	Event Worker	Farnsworth	December 13, 2022
Erik Rutledge	Youth Baseball	Recreation Department	December 6, 2022
Tanner Schmitz	Youth Basketball	Recreation Department	December 5, 2022
Kristy Theune	Educational Assistant	Urban	December 15, 2022
Andrew Tollberg	Event Worker	North High	November 9, 2022
James Van Akkeren	Girls'/Boys' Swimming	North/South High	December 6, 2022

^{*}Relative of SASD employee

Kellyn Wieland	Substitute Teacher	Summer School	December 7, 2022
Savanah Williams	Educational Assistant	Horace Mann	December 22, 2022
Peter Worth	Boys' Basketball	North High	December 6, 2022

3. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 3120.04-EMPLOYMENT OF SUBSTITUTES - Ms. Jami Hintz (Discussion/Possible Action)

Moved by Mr. Gallianetti, seconded by Ms. Versey to approve the introduction (first reading) of revised Policy 3120.04 – Professional Staff; Employment of Substitutes. All ayes. Motion carried unanimously.

4. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 4120.04-EMPLOYMENT OF SUBSTITUTES - Ms. Jami Hintz (Discussion/Possible Action)

Moved by Mr. Gallianetti, seconded by Ms. Robbins to approve the introduction (first reading) of revised Policy 4120.04 – Support Staff; Employment of Substitutes. All ayes. Motion carried unanimously.

5. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 1421-CRIMINAL HISTORY RECORD CHECK AND EMPLOYEE SELF-REPORTING REQUIREMENTS - Ms. Jami Hintz (Discussion/Possible Action)

Moved by Ms. Versey, seconded by Ms. Robbins to approve the introduction (first reading) of revised Policy 1421 – Administration; Criminal History Record Check And Employee Self-Reporting Requirements. All ayes. Motion carried unanimously.

6. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 3121-CRIMINAL HISTORY RECORD CHECK AND EMPLOYEE SELF-REPORTING REQUIREMENTS - Ms. Jami Hintz (Discussion/Possible Action)

Moved by Mr. Gallianetti, seconded by Ms. Versey to approve the introduction (first reading) of revised Policy 3121 – Professional Staff; Criminal History Record Check And Employee Self-Reporting Requirements. All ayes. Motion carried unanimously.

7. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 4121-CRIMINAL HISTORY RECORD CHECK AND EMPLOYEE SELF-REPORTING REQUIREMENTS - Ms. Jami Hintz (Discussion/Possible Action)

Moved by Mr. Gallianetti, seconded by Ms. Versey to approve the introduction (first reading) of revised Policy 4121 – Support Staff; Criminal History Record Check And Employee Self-Reporting Requirements. All ayes. Motion carried unanimously.

8. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 4213 STUDENT SUPERVISION AND WELFARE - Ms. Jami Hintz (Discussion/Possible Action)

Moved by Ms. Robbins, seconded by Mr. Gallianetti to approve the introduction (first reading) of revised Policy 4213 – Support Staff; Student Supervision and Welfare. All ayes. Motion carried unanimously.

9. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 3213 STUDENT SUPERVISION AND WELFARE - Ms. Jami Hintz (Discussion/Possible Action)

Moved by Ms. Robbins, seconded by Mr. Gallianetti to approve the introduction (first reading) of revised Policy 3213 – Professional Staff; Student Supervision and Welfare. All ayes. Motion carried unanimously.

10. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 1213 STUDENT SUPERVISION AND WELFARE - Ms. Jami Hintz (Discussion/Possible Action)

Moved by Ms. Robbins, seconded by Mr. Gallianetti to approve the introduction (first reading) of revised Policy 1213 – Administration; Student Supervision and Welfare. All ayes. Motion carried unanimously.

The meeting adjourned at 6:30 p.m.



Committee Meeting Minutes, January 10, 2023

FACILITIES/RECREATION/THEATRE COMMITTEE - Mr. Ryan Burg, Chair

Mr. Ryan Burg, Chair, convened the meeting at 6:25 p.m.

Mr. Ryan Burg, Mr. Santino Laster, and Mr. Mark Mancl were present.

Ms. Sarah Ruiz-Harrison was excused.

1. SHEBOYGAN THEATRE COMPANY FINANCIAL REPORT - Mr. John Koehler (Action)

Moved by Mr. Laster, seconded by Mr. Mancl to accept the Sheboygan Theatre Company Financial Report through November 30, 2022. All ayes. Motion carried unanimously.

4. COMMUNITY RECREATION DEPARTMENT FINANCIAL REPORT - Mr. John Koehler (Action)

Moved by Mr. Laster, seconded by Mr. Mancl to accept the Community Recreation Department Financial Report through November 30, 2022. All ayes. Motion carried unanimously.

5. FACILITY PERMIT REPORT – Mr. John Koehler (Information)

Mr. Koehler provided the Facility Permit Report through December 31, 2022 for information.

Meeting adjourned at 6:30 p.m.



Committee Meeting Minutes of January 10, 2023

FINANCE & BUDGET COMMITTEE - Mr. David Gallianetti, Chair

Mr. David Gallianetti, Chair, called the meeting to order at 6:17 p.m.

Present: Mr. David Gallianetti, Dr. Susan Hein, Ms. Mary Lynn Donohue, Ms. Rebecca Versey (in at 6:19 p.m.)

Excused: Ms. Sarah Ruiz-Harrison

1. FUND 41 CAPITAL PROJECTS - Mr. Mark Boehlke (Action)

Moved by Dr. Hein, seconded by Ms. Donohue to approve Fund 41 Capital Projects through November 30, 2022, as presented. All ayes. Motion carried unanimously.

2. STATEMENT OF CASH FLOW – Mr. Mark Boehlke (Action)

Moved by Dr. Hein, seconded by Ms. Donohue to approve the Statement of Cash Flow through November 30, 2022, as presented. All ayes. Motion carried unanimously.

3. REVENUES & EXPENDITURES REPORTS – Mr. Mark Boehlke (Action)

Moved by Dr. Hein, seconded by Ms. Donohue to approve the Revenue & Expenditures reports through November 30, 2022, as presented. All ayes. Motion carried unanimously.

Mr. Boehlke noted that looking at the percentage of the budget spent compared to last year at this time, on the revenue side, it is 2% below than last year, and that is due to receiving less state aid because of the tax levy. We are getting less in tax levy, which means less in revenue. He further noted that under expenses, support staff salaries, the percentage is higher, which is due to the education assistants' salary increase that was approved mid-year last year.

4. BUDGET REVISIONS & TRANSFERS OF APPROPRIATIONS – Mr. Mark Boehlke (Action)

Moved by Dr. Hein, seconded by Ms. Donohue to approve the Budget Revisions and Transfers reports through November 30, 2022, as presented. All ayes. Motion carried unanimously.

GENERAL FUND (FUND 10)	Revised Budget 10-31-22	Revised Budget 11-30-22	Budget Increase (Decrease)
REVENUES			
100 Transfers-in	0.00	0.00	0.00
Local Sources 210 Taxes	20,759,666.00	20,759,666.00	0.00
240 Payments for Services Provided Local Governments	0.00	0.00	0.00
260 Non-Capital Sales	266,676.88	268,287.42	1,610.54
270 School Activity Income	274,376.19	279,636.19	5,260.00
280 Interest on Investments	120,000.00	120,000.00	0.00
290 Other Revenue, Local Sources	333,693.99	334,712.49	1,018.50
Subtotal Local Sources	21,754,413.06	21,762,302.10	7,889.04
Other School Districts Within Wisconsin 340 Payments for Services	1,801,056.00	1,801,056.00	0.00

Revenue from Intermediate Sources 510 Transit of Aids		25 002 00	25,002,00
State Sources		25,803.00	25,803.00
610 State Aid Categorical	797,328.00	797,328.00	0.00
620 State Aid General	86,781,290.00	86,781,290.00	0.00
630 DPI Special Project Grants	144,728.29	144,728.29	0.00
640 Payments for Services	140,000.00	140,000.00	0.00
650 Student Achievement Guarantee in			
Education The Property I I I I I I I I I I I I I I I I I I I	1,678,879.00	2,244,491.00	565,612.00
660 Other State Revenue Through Local Units	17,000.00	17,000.00	0.00
690 Other Revenue	7,658,161.00	7,658,161.00	0.00
Subtotal State Sources	97,217,386.29	97,782,998.29	565,612.00
Federal Sources			
710 Transit of Aids	84,937.00	84,937.00	0.00
730 DPI Special Project Grants	11,185,437.56	11,428,594.56	243,157.00
750 IASA Grants	1,938,679.00	1,938,679.00	0.00
780 Other Federal Revenue Through State	0.00	0.00	0.00
790 Other Revenue from Federal Sources	0.00	0.00	0.00
Subtotal Federal Sources	13,209,053.56	13,452,210.56	243,157.00
Other Financing Sources 860 Compensation, Fixed Assets	0.00	0.00	0.00
Other Revenues	0.00	0.00	0.00
960 Adjustments	0.00	0.00	0.00
970 Refund of Disbursement	259,964.00	259,964.00	0.00
990 Miscellaneous	294,086.30	294,086.30	0.00
Subtotal Other Revenues	554,050.30	554,050.30	0.00
TOTAL REVENUES	134,535,959.21	135,378,420.25	842,461.04
	Revised Budget 10-31-22	Revised Budget 11-30-22	Budget Increase
EXPENDITURES Instruction			(Decrease)
Instruction 110 000 Undifferentiated Curriculum	22,890,198.50	23,483,338.71	593,140.21
120 000 Regular Curriculum	29,743,213.23	30,502,642.99	759,429.76
130 000 Vocational Curriculum	3,131,044.78	3,260,876.01	129,831.23
140 000 Physical Curriculum	2,949,999.00	2,959,593.00	9,594.00
160 000 Co-Curricular Activities	1,385,082.24	1,473,937.24	88,855.00
170 000 Other Special Needs	553,923.00	553,523.00	(400.00)
Subtotal Instruction	60,653,460.75	62,233,910.95	1,580,450.20
Support Sources 210 000 Pupil Services	5,991,911.00	6,414,297.53	422,386.53
220 000 Instructional Staff Services	4,633,136.85	5,774,200.34	1,141,063.49
230 000 General Administration	1,782,949.30	2,130,080.30	347,131.00
240 000 School Building Administration	7,297,979.53	8,223,753.73	925,774.20
250 000 Business Administration	20,242,473.69	20,487,508.91	245,035.22
260 000 Central Services	766,473.00	985,546.00	219,073.00
270 000 Insurance & Judgments	700,475.00		0.00
	1 031 461 00	1 031 461 00	
280 000 Debt Services	1,031,461.00	1,031,461.00	
280 000 Debt Services 290 000 Other Support Services	0.00	0.00	0.00
280 000 Debt Services 290 000 Other Support Services Subtotal Support Sources			

Non-Program Transactions 410 000 Inter-fund Transfers	14,290,562.00	14,363,678.39	73,116.39
430 000 Instructional Service Payments	15,409,951.76	15,412,142.76	2,191.00
490 000 Other Non-Program Transactions	10,000.00	10,000.00	0.00
Subtotal Non-Program Transactions	29,710,513.76	29,785,821.15	75,307.39
TOTAL EXPENDITURES	134,535,959.21	139,656,634.24	5,120,675.03

SPECIAL EDUCATION (FUND 27)	Revised Budget 10-31-22	Revised Budget 11-30-22	Change in Budget
TOTAL REVENUES	22,891,408.00	23,010,332.39	118,924.39
100 000 Instruction	19,015,939.00	19,062,247.00	46,308.00
200 000 Support Services	3,735,469.00	3,808,085.39	72,616.39
400 000 Non-Program Transactions	140,000.00	140,000.00	-
TOTAL EXPENDITURES	22,891,408.00	23,010,332.39	118,924.39

5. INTRODUCTION (FIRST READING) OF REVISED BOARD OF EDUCATION POLICY 6610 – STUDENT ACTIVITY FUND – Mr. Mark Boehlke (Discussion/Possible Action)

Moved by Dr. Hein, seconded by Ms. Versey to approve the introduction (first reading) of revised Policy 6610 – Finances; Student Activity Fund. All ayes. Motion carried unanimously.

6. GIFTS – Mr. Mark Boehlke (Action)

Moved by Dr. Hein, seconded by Ms. Donohue to accept all gifts to the District, approving those \$2500 and greater. All ayes. Motion carried unanimously.

<u>Gift</u>	<u>Donor</u>	Building/Program	Amount
For Information			
Monetary	Donna DeZwarte	South (Redwing Pantry)	250.00
Monetary	Bill/Lori Busner	South (Food/gifts for families)	500.00
Monetary	Juan/Amelica Lara	South (Dance Team)	60.00
Monetary	Kathleen Pearce	Sheboygan Theatre Company	40.00
Monetary	Anne Hamm	Sheboygan Theatre Company	10.00
Monetary	Larry/Cindy Huhn	Sheboygan Theatre Company	200.00
Monetary	Janice Hovey	Sheboygan Theatre Company	25.00
Monetary	Louis Cecil	Sheboygan Theatre Company	50.00
Monetary	Kevin Krutzik	Sheboygan Theatre Company	100.00
Monetary	Anonymous	Sheboygan Theatre Company	15.00
Monetary	Jeanne Bitkers	Sheboygan Theatre Company	100.00
Monetary	Charles/Ruth Ann Kolb	Sheboygan Theatre Company	100.00
Monetary	Joe Sheehan	Sheboygan Theatre Company	100.00
Monetary	Larry Samet/Mary Kay Vincent-Samet	Sheboygan Theatre Company	100.00
Monetary	Andrew Schuessler	Sheboygan Theatre Company	50.00
Monetary	Judy Hangartner	Sheboygan Theatre Company	50.00
Monetary	Elba Acevedo	Sheboygan Theatre Company	10.00
Monetary	Judith Gutschow	Sheboygan Theatre Company	50.00
Monetary	Beverly Dulmes	Sheboygan Theatre Company	500.00
Monetary	Michael Huibregtse	Sheboygan Theatre Company	200.00
Monetary	Sonja/Ray Byerly	Sheboygan Theatre Company	25.00
Monetary	Wally/Tracy Waldhart	Sheboygan Theatre Company	500.00
Monetary	William/Patricia Wetzel	Sheboygan Theatre Company	60.00
Monetary	Ed/Ruth Kletzien	Sheboygan Theatre Company	10.00
Monetary	Shirley Hoye Larsen	Sheboygan Theatre Company	50.00
Monetary	Roland/Cheryl Schoenenberger	Sheboygan Theatre Company	50.00
Monetary	Luther/Kay Bajus	Sheboygan Theatre Company	500.00
Monetary	Dianne Brandl	Sheboygan Theatre Company	50.00
Monetary	Robert/Barbara Ramm	Sheboygan Theatre Company	25.00

Monetary	Ruth Hering	Sheboygan Theatre Company	20.00
For Action			
Monetary	Black Spring Foundation, Inc.	SASD (Literacy Needs)	74,410.00
Monetary	Anonymous	North High (Football Field)	106,000.00
Monetary	Acuity Insurance	Community Recreation Dept.	10,000.00
Monetary	Johnsonville Holdings Inc.	North High (Football Scoreboard	70,000.00

The meeting adjourned at 6:23 p.m.



Committee Meeting Minutes of January 10, 2023

COMMITTEE OF THE WHOLE - Mr. Santino Laster, Chair

- 1. Vice President Laster called the meeting to order at 6:40 p.m.
- 2. Vice President Laster requested that everyone stand and join him in the Pledge of Allegiance.
- 3. Moved by Mr. Gallianetti, seconded by Dr. Hein to approve the agenda. All ayes. Motion carried unanimously.
- **4.** Present: Mr. Mark Mancl, Ms. Rebecca Versey, Mr. Ryan Burg, Ms. Kay Robbins, Ms. Mary Lynne Donohue, Mr. Santino Laster, Dr. Susan Hein, Mr. David Gallianetti Excused: Ms. Sarah Ruiz-Harrison

5. 2021-2022 AUDIT REPORT – Mr. Mark Boehlke/Ms. Wendy Baackes/Mr. Bryan Grunewald, CliftonLarsonAllen (Information/Discussion)

Mr. Boehlke thanked Mr. Bryan Grunewald and his team for their work during the audit process, as well as Ms. Baackes and her team for all their work and preparation for the audit. Mr. Bryan Grunewald of CliftonLarsonAllen, provided a brief PowerPoint presentation and reviewed the summary audit results of the 2021-2022 audit. He spoke about 1) Auditors' Report on the Basic Financial Statements, noting there were no difficulties or disagreements with management and it is where it should be; 2) Auditors' Report on Internal Control, where there was Finding 2022-001 regarding the preparation of the Annual Financial Report, which is a repeated finding and common among school districts in that essentially we outsource this as CliftonLarsonAllen prepares and does the audit 3) Auditors' Report on Compliance which focused on Federal and State aide in which there was Finding 2022-002 Wage Rate Requirements. This is in reference to ESSER money wage requirements which was driven by one transaction, which had approval but part of the requirement is retaining documentation that we did not have from the contractor. The signed contract contained all the necessary language; however, the District did not have the contractor's payroll wage documentation. This is disclosed as a finding in the audit report that the Department of Public Instruction (DPI) receives and will see CliftonLarsonAllen's recommendation to evaluate this process going forward, and DPI will also see the District's response of evaluation and process going forward. Mr. Boehlke and Ms. Baackes noted that they contacted the contractor for this information. Mr. Boehlke added that the District is in compliance with the wage requirement; however, just not the documentation. Mr. Burg questioned the capital assets risk assessment as noted on page 8 of the Executive Audit Summary, and Mr. Grunewald responded that from an audit standpoint, they go through an audit planning phase to plan what audit tests to do. Initially, they were not testing capital projects; however, when they noticed all the capital projects the District had done, they felt they needed to spend more time during the audit to do testing of the capital projects. Mr. Grunewald reviewed the fiveyear trend of the General Fund balance which has consistently increased slightly. He reported that the District is in a strong financial position. As of June 30, 2022, the general fund balance was approximately \$55.9 million, with the unassigned fund balance at 21.5% of actual expenditures. Mr. Boehlke explained that, per Board policy, the District maintains the unassigned balance at 15-20%. In November, the administration came before the Board with recommended designations to get within those percentages which the Board approved. Mr. Grunewald noted a new accounting standard effective for 2023 regarding subscription based information technology agreements.

6. URBAN MIDDLE SCHOOL WATER DAMAGE UPDATE – Mr. Seth Harvatine/Mr. Mark Boehlke/Mr. Joseph Vollmer/Dr. Salvatore DiStefano (Information/Discussion)

Administration provided a PowerPoint presentation outlining the background and timeline of the water damage; clean-up and reconstruction process; impact on students and staff; costs related to the clean-up and reconstruction at Urban Middle School. Six classrooms, two on each floor, suffered major damage, which included flooring, instructional materials, books, paper supplies, technology, and teachers' personal items that were trashed. Mr. Vollmer and his team did the initial clean-up. Service Master, a dehumidification contractor, assisted with the clean-up. Northstar Environmental was there within a half-hour to start

assessing and testing areas. Dirty Ducks Cleaning performed the abatement work because of the asbestos issues. Dr. DiStefano spoke about the student learning process with virtual learning from January 2 -January 6, 2023, in which the students were on their normal schedules including homeroom and the Nutritional Services department made the grab-and-go meals available for students to receive at North High School. He explained that when students and staff were able to enter the building, due to the declining enrollment, they were able to shuffle classes around and found homes for those six classrooms that had been damaged. He felt the overall response went very well. He highlighted that parents were appreciative of the virtual learning and caution about returning to school due to the asbestos issues. Mr. Boehlke explained as far as the costs and the budget impact, the District is covered. The cost of clean-up is estimated at \$90,000. At this time, he does not have estimated reconstruction costs. He further explained that the Student and Instructional team worked hard and diligently to identify things needed right away such as textbooks, etc., to reorder. Mr. Burg questioned why there was a three-day gap before communication was sent to parents and Mr. Harvatine responded that they initially did not know the extent of the damage and how quickly they could get everything cleaned up. Students were on winter recess break, so they wanted to take those days to get a plan in place. Dr. Stefano needed to work with his staff, and the administration wanted to send one communication to parents with all the information.

7. URBAN MIDDLE SCHOOL SITE RECOMMENDATION – Mr. Seth Harvatine/Mr. Mark Boehlke (Discussion/Possible Action)

Moved by Ms. Donohue, seconded by Mr. Burg to approve that the current Urban Middle School building be razed to create both parking and green space for the North High School Campus. All ayes. Motion carried unanimously.

Mr. Harvatine noted this has been on the agenda for quite a while to come back to the Board in January with a recommendation in terms of what to do with the Urban Middle School site. The Board had approved to pursue a possible November 2024 referendum pertaining to Farnsworth Middle School and Urban Middle School and to building a new Urban Middle School on district-owned property off of North 15th Street. There was discussion, as a Board, of getting a group of people together to explore possible options for the Urban Middle School building and site should the referendum pass. There were discussions about saving the auditorium, gym, etc. Mr. Boehlke explained that the group was made up of staff from North High School and a North High School parent, as the site is adjacent to the North High School campus. They met several times to discuss useful options for this site, and one important issue was to decrease traffic. The group felt repurposing the building would not assist with decreasing traffic and razing the building to use the site for additional parking, and green space would be of big value to the North High School campus as they are very landlocked as far as green space for physical education and athletics. Mr. Boehlke explained there was discussion about keeping the theatre and/or gym portion. Bray Architects helped with costing to keep those as stand-alones, which would not be easy because of demolition, a façade would need to be built, and the infrastructure such as heating, etc., would have to be rebuilt. The estimated cost of keeping the auditorium is \$4.8 million, and the estimated cost of keeping the gym is \$3.4 million, with additional costs for ongoing operation and maintenance. Mr. Boehlke explained that the theatre is not used by the community anymore and there is no demand for this space. Regarding the gym space, it makes more sense to right-size the gym at the new Urban School facility if needed. Mr. Boehlke explained each of the reasons for the group's recommendation to raze Urban Middle School and create both parking and green space for the North High School campus as outlined in the executive summary. Dr. Hein thanked administration for their due diligence and appreciation of the insight of why not to keep the auditorium and/or gym. Mr. Harvatine explained that if this recommendation is approved by the Board, the next part will be the planning phase and seeking community input, etc., and determining what the non-negotiables are. Mr. Gallianetti noted that it is a big concern to reduce the traffic congestion and parking issues in the neighborhood and that adding parking close to the North High field and gym for events will be very appreciated by the neighbors. Mr. Harvatine noted that the administration would come back to the Board when they have another update.

8. WASB PROPOSED RESOLUTIONS - Mr. Seth Harvatine (Information/Discussion/Possible Action)

Moved by Ms. Donohue, seconded by Ms. Robbins to direct Mr. Burg to vote in favor of the amendment to Resolution 23-02. All ayes. Motion carried 7-0-1. (Mr. Burg abstained).

Mr. Harvatine congratulated Mr. Burg on his article published in *Wisconsin School News* about his experience being a delegate and working on the delegate assembly. Mr. Harvatine explained that this is the time of year when the Board gives Mr. Burg direction regarding resolutions as to what to or not to vote for or vote as he sees fit at the WASB Delegate Assembly on January 17, 2023. Mr. Burg explained the process. Ms. Donohue noted that resolution 23-02 on voter education amending "well-rounded education" to include "voter education" is an

incredibly important addition. Mr. Burg noted there might be a few resolutions that may get some push-back such as Resolution 23-15 Universal Free School Meals and Resolution 23-13 Weapon Possession.

9. DISTRICT ADMINISTRATOR PERFORMANCE EVALUATION SYSTEM (DAPES) – Mr. Santino Laster/Mr. David Gallianetti/Mr. Seth Harvatine (Information/Discussion)

Mr. Gallianetti asked that the Board members refer to attachment 9 in their board packet regarding the Superintendent's mid-year review. He asked that they reflect on the four goals that were adopted in September and to think about actions and activities that have occurred in relation to those goals and make notes in preparation for feedback during the Closed Session meeting during the January 24, 2023, Regular Board of Education meeting.

10. ADJOURN TO CLOSED SESSION PER WISCONSIN STATE STATUTES SEC. 19.85(1)(c) (Action with roll call vote) To consider employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility for the purpose of discussing an individual administrator succession plan.

Moved by Mr. Mancl, seconded by Mr. Burg to adjourn to Closed Session at 8:07 p.m. A roll call vote was taken and motion carried unanimously. (Mancl, Versey, Burg, Robbins, Donohue, Laster, Hein, Gallianetti)

- **11.** Moved by Mr. Gallianetti, seconded by Dr. Hein to reconvene to Open Session at 9:15 p.m. All ayes. Motion carried unanimously.
- 12. Moved by Mr. Gallianetti, seconded by Mr. Mancl to adjourn at 9:18 p.m. All ayes. Motion carried unanimously.