

CHARTER SCHOOL CONTRACT AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF WAUPACA
AND THE GOVERNANCE COUNCIL OF THE CHAIN EXPLORATION CENTER INC.

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AND THE GOVERNANCE COUNCIL OF THE CHAIN EXPLORATION CENTER INC.**

DATE: 7/01/2023

1 - DOCUMENT PURPOSE

1.1 - Whereas, the State of Wisconsin has created a Charter School Program under the provisions of s.118.40¹, Wisconsin Statutes [*see Appendix 1 - State Statutes and Federal Laws*]; and

1.2 - Whereas, the Board of Education of the School District of Waupaca (“SDW”) is authorized pursuant to Wisconsin Statute s. 118.40(2m)(a)² to initiate or enter into a contract with an individual or group to operate a school as a charter school; and

1.3 - Whereas, the Board of Education of the SDW is seeking to continue the operation of the Chain Exploration Center (“CEC”) as a charter school pursuant to Wisconsin Statute s. 118.40(1m)(b)¹³; and

1.4 - Whereas, the SDW is giving the CEC Governance Council (“CEGC”) the autonomy to establish an official, the CEC Administrator, to implement the provision s. 118.40(1m)(b)²⁴, Wisconsin Statutes, and to carry out the SDW’s oversight responsibilities under the statute;

1.5 - Now, therefore, the parties agree as follows:

Under the authority of s.118.40¹, Wisconsin Statutes, the SDW, with the approval of the Board of Education, hereby grants to the CEC Governance Council a charter to operate the CEC under the terms and conditions of this Contract.

2 - GENERAL INFORMATION

With regard to the requirements for Charter Schools set forth in s. 118.40(1m)(b)1-15⁵, Wisconsin Statutes, the CEC’s Governance Council hereby agrees to operate the CEC with all of the following specifications:

2.1 - Person Who Is Seeking to Continue the Operation of the Charter School: The President of the CECGC, on behalf of the SDW Board of Education seeks to continue the operation of the CEC within the SDW.

2.2 - Administrative Services: Daily management of the CEC will be the responsibility of the CEC administrator and staff, who shall work in a collaborative team. As the CEC is an instrumentality of the SDW, the SDW shall provide administrative services to the CECGC, and the CEC, in the same manner as other SDW schools, including, but not limited to, the following: purchasing, accounts payable, accounting services, recordkeeping, reporting and other compliance monitoring and fulfillment, building and grounds maintenance, and testing of students.

2.3 - Instrumentality: The CEC will be an instrumentality of the SDW.

2.4 - NACSA Principles and Standards: The SDW Board of Education shall consider the principles and standards for quality charter schools established by the National Association of Charter School Authorizers (NACSA), per Wisconsin Statute s. 118.40(3m)(b)⁶.

3 - CHARTER SCHOOL PROGRAM DESCRIPTION

3.1 - Educational Program: The CEC is so named in direct parallel with the SDW vision to develop our students' capabilities and confidence to achieve their dreams and make the world a better place. The CEC will provide choice for parents and students as to the means for students to achieve their dreams through projects that contribute to our world.

The name reflects the school campus, which sits on Silver Lake, one of the northernmost lakes in the Waupaca Chain O' Lakes. Half an acre of our 25.5-acre campus provides lake access and a dock for student projects. Twenty-five acres, zoned agricultural, was previously farmed, and is available to the CEC for gardens with an orchard, animal husbandry, prairie plantings, forestry, outdoor art projects, and community events. Exploration of this site shall be abetted by trails that lead to an outdoor classroom. *[See Appendix 2 - Aerial Views of CEC Campus.]*

The CEC's main building, constructed in 1954 and most recently renovated in 2000, has 48,300 square feet. In addition to classrooms, the building has a large performance stage, a gymnasium, a library, and art and music/practice rooms, and has broadband internet access.

The CEC will continue to be a charter school serving students of the SDW in multiage classrooms, providing an optimal student-to-advisor ratio of 18:1 in grades 4K-3, and of 20:1 in grades 4 through 8.

Students focus on the promotion of success skills (*e.g.*, collaboration and teamwork, creativity and imagination, critical thinking, and problem solving) to find solutions to challenges that they meet. The coursework is integrated into a project-based learning

model, utilizing community and global partners, as well as technological resources. Emphases for projects will draw from the fields of Agriculture; Environmental Education; the Fine Arts; and Science, Technology, Engineering, and Math (S.T.E.M.).

The mission of the CEC is to be a place where children explore their passions and gain a strong educational foundation through project-based learning in a collaborative community.

The following components serve as cornerstones to the vision and mission of the CEC, enabling students to grow in wisdom:

- a. Project-based approach focusing on student readiness and fully integrated coursework, including the following:
 - i. A structure that allows students to help design the media through which they learn best
 - ii. Meaningful and motivated learning by authentic application of ideas
 - iii. Increasing student responsibility for selection and completion of projects
 - iv. Individualized instruction and differentiation of coursework based on student learning styles, strengths, interests, and readiness, while addressing areas of need
- b. Student proficiency in meeting the State Standards as adopted by Wisconsin
- c. Multiage classrooms focusing on leadership development, problem solving, communication, interpersonal skills, and peer collaboration
- d. Development of creative and innovative critical thinking skills
- e. Local and global partnerships including businesses, nonprofits, community members, and more as defined by the student-selected projects
- f. Awareness, appreciation, and stewardship of our natural environment
- g. Utilizing a host of science, technology, engineering, mathematic (S.T.E.M.) skills

3.2 - Methods Used to Enable Pupils to Attain Educational Goals: The CEC is centered on the idea that students must apply their knowledge in a way that benefits the global and local communities. A multiage setting allows students to collaborate with peers of different ages and abilities, thus establishing an authentic societal setting in the classroom. Given the age of these students, special attention will be paid to core educational concepts, academic advisor guidance for projects, and the application of individualized learning strategies. As students meet benchmarks and demonstrate proficiency in the State Standards, there will be a gradual release of responsibility to the students for the selection, completion, and application of projects. However, students will still receive support and guidance throughout the process from the academic advisors. Students will develop an ability to manage tasks within a predetermined timeframe as they carry out projects.

Academic advisors will serve multiple roles within the project-based multiage setting. Students new to the CEC may require more individualized core instruction than those further along in the program. Thus, advisors will provide guided instruction of reading and math skills to students. As students progress, the advisors' roles will shift to include facilitation of projects, mentoring, and the scaffolding of students as they learn to find and use appropriate resources for the completion of their projects. A key role of the advisors will also include helping students to understand the ways in which they learn and communicate best, thereby preparing them for future success. In each phase of learning, the advisors will guide students in the selection of rigorous projects, establish a high level of expectations, and finally, ensure proficiency in the State Standards.

The CEC will foster a learning environment that pulls together community, technology, and interpersonal relationships to build student understanding. Through a focus on exploration, student choice, authentic application of learning, and individualized instruction (key components of project-based learning), students will develop success skills that will carry them boldly into the future.

3.3 - Methods of Measuring Student Progress and Goals for Progress: The SDW is committed to excellence in education. In keeping with SDW expectations for student achievement in academics, citizenship, and responsibility; and as required by chapters 118⁷ and 121⁸, Wisconsin Statutes, the CEC shall, on behalf of the SDW, administer the examinations under ss. 118.30(1m)⁹ and 121.02(1)(r)¹⁰ to pupils enrolled in the CEC, and shall cause the testing data for the CEC to be transmitted to the SDW in such form as the District shall customarily transmit such data.

With respect to examinations required under ss. 118.30(1m)⁹ and 121.02(1)(r)¹⁰, Wisconsin Statutes, the Parties hereby agree that, the CECGC may develop or adopt any of its own examinations (in addition to the State of Wisconsin's examinations for administration to the SDW's students and the CEC's students). Assessment shall include, but not be limited to, the following:

Assessment #1: The CEC shall implement the examinations required under ss. 118.30(1m)⁹ and 121.02(1)(r)¹⁰, Wisconsin Statutes; and the fall, mid-year, and spring SDW standardized test each school year.

Goal: CEC students' combined average will be at or above the district average on these assessments administered to same-age peers.

Assessment #2: The CEC shall implement a collaborative project-based learning model with project choices.

Goals:

- 1) Students will participate in integrated coursework. Literacy and math standards will also be taught and learned sequentially.

- 2) All students will complete and present individual and collaborative projects.
- 3) Students will develop skills on self-evaluation of goal progress and project assessments.

Assessment #3: The CEC shall implement Personalized Learning Plans (“PLP”).

Goals:

- 1) Each student will demonstrate the ability to use a PLP developed by the student, an advisor, and, to the extent possible, the student’s parent(s)/guardian(s).
- 2) Advisors and students will demonstrate the ability to use the PLPs to guide project development. Together they will measure progress toward attainment of the individual standards referenced in the PLP.

Assessment #4: The CEC shall implement service-learning projects with community partners.

Goal: All students will participate in multiple service-learning projects with community partners.

4 - GOVERNANCE STRUCTURE OF THE SCHOOL

4.1 - Legal Incorporation: The CECGC is a legally incorporated governing board independent of the SDW. *[See Appendix 3 - State of Wisconsin - DFI - Certificate of Corporate Authenticity.]*

4.2 - Governance Autonomy and Council Membership: The CEC shall be directed by the CECGC, an independent Governance Council. The CECGC has bylaws. The CECGC will consist of no fewer than five (5) nor more than nine (9) members, with each member serving a minimum of a two-year (2) first term, with one-year (1) terms possible thereafter, as non-paid volunteers. The CECGC may be comprised of parents/guardians, and business/community members. Every effort shall be made to have a CECGC comprised of members with diverse backgrounds, experience, and abilities.

The CECGC will determine and oversee the mission and strategic plan of the CEC, coordinate public relations and fundraising efforts, establish policies, oversee and approve the budget, and interpret laws and major policies. The CECGC shall have autonomy and decision-making authority over the following:

- a. Expenditures of allocated budgets, grant funds, and funds donated specifically to the CEC
- b. Curriculum and instruction
- c. Policies and procedures specifically unique to the daily operations of the school that are not addressed in existing CEC policies
- d. Marketing, registration, and enrollment
- e. Charter School operations and procedures

- f. All powers granted by Wisconsin Statute s. 118.40(4)(d)¹¹ (*see list of powers in 8.1 below*).

4.3 - Student Involvement: Student involvement is an essential element to building a student-centered, student-led, student-focused community. The voices of the student body will be encouraged and welcomed at CECGC meetings. Student representative(s) will share needs, requests, and celebrations to encourage community building, to increase student accountability, and to empower the students to take ownership of their learning environment. Eligibility for the position extends to all students.

4.4 - Parent/Guardian and Community Involvement: Parent/guardian and community involvement is an integral part of the CEC. Many projects incorporate input and support from parents, guardians, grandparents, relatives, friends, and neighbors of the student's family. Since the highest form of parent/guardian involvement is engaging with the academic life of their children, involving parents/guardians as co-scholars helps to close the gap that can exist between home and school. Parents/guardians may assist in the development of a PLP for their child, and shall be actively involved in their child's education. Additionally, parents/guardians may be involved in the CEC by serving as a member on the CECGC or on CECGC committees.

The CEC will provide numerous opportunities for meaningful parent/guardian-community involvement. The CEC's community service requirement, the use of community members as primary sources in research, the opportunity to develop mentor relationships, and the requirement of project presentations all serve to encourage students and parents/guardians to become concerned and contributing members of their communities at local, state, national, and global levels.

Parents/guardians will receive reports on their student's progress at the CEC. Parent/guardian-advisor conferences will be held each school year in the fall and spring. Additional parent/guardian-advisor conferences, electronic mail, print correspondence, and telephone contacts may be used on an individual basis to communicate student progress when the parents/guardians or advisors feel it is appropriate. Additionally, parents/guardians will have continual access to their child's progress through the PLPs.

4.5 - Hiring Decisions and Performance Evaluations: The Human Resources Department of the SDW will verify an applicant's credentials and background prior to hiring. All CEC school staff members will be employees of the SDW, will follow all employee practices and policies of the SDW, and will be subject to the appropriate contractual agreements. All hiring and staffing decisions shall be made in accordance with 5.1 and 5.2 below.

5. EMPLOYMENT OF QUALIFIED INDIVIDUALS

5.1 - Advisors: Teachers at the CEC will be called “advisors.” Individuals who are hired to teach at the CEC will be teachers who are appropriately licensed under Wisconsin law. SDW teachers shall not have any rights to teaching positions at the CEC. Vacant advisor positions will be posted to indicate that candidates should demonstrate an interest and commitment to the students, as well as to the mission and vision of the CEC. Qualified individuals who serve as advisors should also have the ability to uphold the mission of the CEC. All SDW policies and procedures for posting of full-time teaching staff will be followed.

All hiring and staffing decisions shall be made by the SDW Board of Education in accordance with the decision of the CECGC. A CEC hiring committee shall be comprised of one or more CECGC members, one or more advisors, and the CEC Administrator, who shall be charged with interviewing potential candidates. After the completion of interviews, the CEC Administrator will then select and recommend a candidate whose name will be submitted to the CECGC for approval. Once CECGC approval is received, the name of the approved candidate shall be brought forward to the SDW Board of Education for hiring.

5.2 - Administrator:

The same hiring process contained in Section 5.1 above shall apply to administrator positions in the CEC, except that the hiring committee shall be comprised of CECGC members, one or more advisors, and a member of the SDW administrative team. The outgoing Administrator of the CEC, if any, may also be included as a member of the hiring committee at the request of the CECGC. Such hiring committee shall submit the name of the candidate who meets the CEC and SDW standards to the CECGC so that the CECGC can make and report their decision to the SDW Board of Education for hiring.

5.3 - Evaluations:

- 1) All CEC staff shall be evaluated for job performance as required by the SDW. The CEC Administrator shall conduct such evaluations, with CECGC providing any necessary oversight to ensure that the evaluation process is carried out in accordance with the SDW’s requirements. The SDW shall provide the CECGC with assurances to that effect. Evaluations under this Section 5.3 shall remain confidential unless required to be brought forward to the CECGC and/or the SDW Board of Education to resolve employment issues or unless disclosure of such evaluations is otherwise required by applicable state or federal law. However, in order to ensure that evaluations have been conducted, the CECGC will receive copies of Acknowledgement of Receipt of Evaluation Results signed by advisor and CEC Administrator.
- 2) The CECGC shall annually review the progress of the CEC with the CEC Administrator.

- 3) The CEC Administrator shall be evaluated annually by the CECGC in accordance with the evaluation procedures utilized for all other SDW administrators. The CECGC shall present any consequent decisions to the SDW Board of Education.

6. STUDENT HEALTH AND SAFETY

All state and local health and safety regulations and building code standards will be followed at all SDW locations at which the CEC may be located. In addition, the health and safety policies applicable to all other non-Charter Schools in the SDW shall equally apply to the CEC.

7. STUDENT RECRUITMENT AND MEANS OF ACHIEVING RACE/ETHNIC BALANCE

7.1 - Nondiscrimination: The CEC will abide by all federal and state nondiscrimination standards. The SDW's official nondiscrimination policy will be applied in all CEC operations. The right of the student to be admitted to school and to participate fully in curricular, career and technical education, co-curricular, student services, recreational, or other programs or activities shall not be abridged or impaired because of a student's race, color, religion, national origin, ancestry, creed, pregnancy, marital status, parental status, sexual orientation, sex, (including transgender status, change of sex or gender identity), or physical, mental, emotional, or learning disability ("Protected Classes").*[SDW po2260 – Nondiscrimination and Access to Equal Educational Opportunity - see Appendix 4].*

7.2 - Equal Access: Access to the CEC shall not be restricted or enhanced by any of the following: family income, academic performance, or English language proficiency. Equal access will be provided to all students. *[See Section 7.3 - Admission Requirements/Lottery Process.]*

The CECGC will monitor the demographic makeup of the student population. If specific groups are underrepresented, outreach efforts will be further customized to raise awareness of the school and to generate interest in the school. Some examples of this may include holding informational meetings in special locations, providing additional translation or interpretation services, and expanding services to accommodate people with disabilities. The SDW will inform all stakeholders about the CEC and its focus.

7.3 - Admission Requirements/Lottery Process: The CEC is open to all students of the SDW, as well as to students applying through the Wisconsin Open Enrollment process. Application to and attendance at the CEC is voluntary, and no tuition shall be charged. SDW students who do not wish to attend or are not admitted to the CEC may attend another SDW school.

Parents/guardians shall apply for enrollment for their child(ren) by a written or online registration form. A parent/guardian is encouraged to attend at least one informational meeting or otherwise visit the CEC in order to ensure an understanding of the nature and work of the CEC.

The enrollment period for the CEC shall occur during the Open Enrollment period for the SDW.

The enrollment maximum for the CEC will be 190 students. Numbers of students will be distributed evenly throughout the grade levels to the extent possible. If a grade level is undersubscribed, students will be added, starting at the highest grade level.

If the number of applications exceeds the seats available at any grade level, then, per Wisconsin Statute s. 118.40(3)(g)¹² and s. 5210(1)(h)¹³ of the Elementary and Secondary Education Act (ESEA) as amended by the No Child Left Behind Act of 2001, priority will first be given to continuing students; then to siblings of enrolled students, and to the children of founding and current CECGC members and of CEC employees (provided that such children of CECGC members and CEC employees constitute no more than Ten Percent (10%) of CEC's total enrollment). Next, if seats are still available, a lottery shall be conducted by representatives of the CEC and SDW for each grade level that is oversubscribed. The lottery shall be a part of the school record and shall be a random selection of students at each grade level that is oversubscribed to ensure an even distribution throughout the grade levels, to the extent possible. This number may be increased or decreased as determined by the CECGC in consultation with the SDW administration and the SDW Board of Education. Those students not accepted via the lottery will be placed on a priority waiting list in the order they were drawn. Students will then be contacted in the order established by the lottery, or if no lottery is necessary, in the order applications are received, if and when there are openings.

Parents/guardians of students selected through the lottery will have thirty (30) days to sign and return a letter of commitment confirming that the pupil will attend the CEC. If the letter is not returned within thirty (30) days, the enrollment space for such student shall be offered to the next student on the waiting list created through the lottery process. Each year the waiting list will expire on January 1, and a new waiting list will be created in accordance with the process provided above.

If the applications received during the enrollment window do not exceed the established enrollment cap, then all students who have submitted applications by the deadline shall be accepted for admission, and no lottery shall be held. Additional students shall be accepted on a first-come, first-served basis with the date of receipt of application being the establishment of priority, up until the first day of the school year. Students who move into the district or have previously attended a project-based school will have an opportunity to

apply for enrollment any time during the school year if space is available.

8 - LEVEL OF AUTONOMY [Every Student Succeeds Act ("ESEA") §4303(f)(2)(A)¹⁴]

8.1 Governance Council Powers: Per Wisconsin Statute s. 118.40(4)(d)¹⁴, the CECGC shall have all the powers necessary to carry out the terms of the contract, including:

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

8.2 - Equal Funding: The SDW support for the CEC shall be the same support given to other SDW schools. As the CEC is an instrumentality, the SDW shall be responsible for salaries and benefits of CEC staff, including professional development of CEC staff in the same manner allocated to all SDW employees. In addition, the CEC shall receive funding based on the per-pupil formula applied to all schools in the SDW. The SDW shall cover all prior-approved district or private contract services. [ESSA §4303(f)(1)(A)(iii)¹⁵]

8.3 - Budget Development: The CECGC shall oversee, modify, and approve the CEC budget, including fundraising. The SDW shall annually, in accordance with the SDW's budget development timeline, present to the CECGC a projected budget indicating the dollars that will flow directly from the SDW in support of CEC operations (e.g., staff wages and benefits, facilities) and dollars available for the CECGC's discretionary use.

8.4 - Personnel: Every teacher, supervisor, administrator, or professional staff member shall hold a certificate, permit, or license issued by the Wisconsin Department of Public Instruction before entering duties for such a position. Staffing levels shall be allocated to the CEC by SDW based on current CEC class ratios. The CECGC will determine the areas of expertise and professional development that will support and uphold the vision and mission of the school.

8.5 - Administration: As the CEC is an instrumentality of the SDW, the SDW shall provide administrative services to the CECGC, and the CEC in the same manner as other SDW schools, including, but not limited to, the following: accounting, human resources, enrollment, pupil services, recordkeeping, and State testing of students. The CEC Administrator shall coordinate the program and handle all other administrative duties.

8.6 - Curriculum: The advisors and Administrator of the CEC shall develop curriculum in accordance with the CEC's mission. A quality curriculum at the CEC shall be sustained

through equivalent district curriculum and technology funds. Other expenses incurred through the curriculum development process shall be offset by fundraising efforts on the part of the CEC students, advisors, families, community members, and CECGC members.

8.7 - Liability Insurance: As the CEC is an instrumentality of the SDW, the SDW shall provide insurance for all operations and personnel involved in the operations and governance of the CEC. *[See Appendix 5 - Waupaca School District Insurance Summary for complete list of insurance coverages and limits.]* The continued operation of the CEC will have no effect on the liability of the SDW.

8.8 - Co-curricular Activities: All CEC students may participate on athletic teams and may be active members of other clubs and organizations of the SDW. Such activities shall be offered by current SDW allocations and other funding sources.

8.9 - Food Services: Food service at the CEC shall be provided through the SDW's food service program assigned to the CEC's facility.

8.10 - Transportation: Students attending the CEC shall be provided transportation to and from school and for field trips as provided under SDW policy. Due to the nature of project-based learning at the CEC, the number of CEC field trips is expected to be substantially greater than other schools within the SDW. The CEC or student(s) shall provide funding for field trips over and above the number/miles allotted to all other SDW schools.

8.11 - Pupil Services: Pupil services shall be provided through SDW staff assigned to the CEC's facility in order to ensure appropriate access, education, support services, and outcomes for students with disabilities.

8.12 - Custodial Services: Custodial and maintenance services shall be provided by the SDW at the CEC's facility.

8.13 - Testing and Assessment: State and Federal testing and assessment administered by the SDW shall be the same for the CEC students as for students at other SDW schools.

8.14 - Health and Safety: The CEC shall rely upon SDW nursing staff and other trained SDW staff to provide necessary resources to ensure the health and safety of CEC students. The CEC shall abide by all local, state, and federal laws regarding health and safety standards.

8.15 - Facility: The CEC shall be housed in a facility owned by the SDW; however, distinct signage and an open, separate learning space will be required to support the CEC's autonomy and mission.

8.16 - Volunteers: Community volunteers are an integral part of the CEC's school community and will be necessary to carry out the mission of the CEC. Volunteers are encouraged. Volunteers shall be subject to criminal background checks, as required by SDW policy.

8.17 - School Calendar: The CECGC shall annually adopt a school calendar for the next school year. Such CEC school calendar shall be provided to the SDW each year prior to July 1.

9 - CRITERIA

9.1 - Student Discipline: As an instrumentality of the SDW, the CEC shall follow SDW policies and set forth its own daily procedures and expectations consistent with those contained in SDW policies. The CEC shall observe all state and federal laws regarding student rights and discipline. *[See Appendix 6 for SDW policies related to student discipline.]*

9.2 - Public School Alternatives: Students who are residents of the SDW and are not admitted to, or do not wish to attend, the CEC may attend other SDW schools.

9.3 - Voluntary Program and Attendance: Enrollment in the CEC is entirely voluntary. Students shall not be assigned to the CEC.

9.4 - Tuition: The CEC is a public school and shall not charge tuition.

9.5 - School Closure: In the event that this contract is terminated and the CEC is closed, the SDW will ensure that CEC students may attend other SDW schools.

10 - FINANCIAL/OPERATIONAL CRITERIA

10.1 - Annual Audits [ESSA§4303(f)(1)(C)¹⁶]: The CEC shall be an instrumentality of the SDW. The SDW's usual and annual audit will include the CEC. The scope of the annual audit shall be determined by the SDW and conducted at the expense of the SDW. The CEC shall participate in all financial audits, and shall comply with all audit procedures and requirements of the SDW audit team as contracted by the SDW Board of Education.

In addition, the CECGC shall provide an annual report to the SDW's Board of Education by no later than the July Board Meeting. The annual report shall focus on the successes and challenges of the CEC. This programmatic audit shall include the CEC's progress on each of the assessments outlined in this Contract, and be used to determine additional goals for subsequent years, if applicable.

10.2 - Facilities: The CEC shall be located within the SDW at N3160 W. Silver Lake Drive, Waupaca, Wisconsin 54981. The SDW will ensure that the building(s) in which the CEC program is located meet(s) all building codes and other building requirements for a public school facility. The CEC's main building has 48,300 square feet, and is sited on 25.5 acres with woodlands and Silver Lake access. Twenty-five (25) acres of the site is zoned for agricultural use (Agricultural Woodland Transition / AWT) because it includes arable land. An additional 0.5 acres provides lake access on a residential lot, zoned residential. The SDW shall not charge the CEC rent or facility fees.

10.3 - Liability Insurance: As an instrumentality of the SDW, the SDW shall provide

insurance for all operations and personnel involved in the operations and governance of the CEC, including, without limitation: commercial general liability, employer liability, automobile, umbrella, school leaders' error and omissions/educators' legal liability, fidelity bond/crime, workers' compensation, comprehensive coverage, fire and extended coverage and property damage for those acts reasonably related to the operation of the CEC. *[See Appendix 5 - Waupaca School District Insurance Summary for complete list of insurance coverages and limits.]* The continued operation of the CEC will have no effect on the liability of the SDW.

10.4 - Curriculum Funding: The CEC shall receive the same amount of money annually, on a per pupil basis, for curriculum and technology purposes as other SDW schools.

10.5 - Allocation of Federal Funding: As an instrumentality of the SDW, the CEC shall receive Federal funds as distributed by allocation qualifications. [ESSA §4303(f)(1)(A)(iii)¹⁵]

10.6 - Nonsectarian Status: The CEC is nonsectarian in its practices, programs, admission policies, employment practices, and all other operations.

10.7 - Nondiscrimination: The CEC shall abide by all federal and state nondiscrimination standards. The SDW's official non-discrimination policy shall be applied in all operations. Accordingly, the CEC will not illegally discriminate on the basis of the Protected Classes of race, color, national origin, age, sex (including transgender status, change of sex, sexual orientation, or gender identity), pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters, or any other characteristic protected by law in its employment practices. *[SDW po1422 Nondiscrimination and Equal Employment Opportunity -- see Appendix 7].*

11 - WAIVERS

11.1 - Requests for State Waivers:

The CEC is not requesting any State waivers. Section 118.40(7)(b)¹⁷, Wisconsin Statutes provides that, "except as otherwise explicitly provided, chs. 115 to 121 do not apply to charter schools." *[See Appendix 8 for Wisconsin Legislative Fiscal Bureau summary related to statutes within this range that do apply to charter schools.]* This includes exemption from the Wisconsin Statutes that are listed below in order to emphasize their importance to the operations of the CEC in fulfilling its mission:

- a) Exemption from the statutes identified in items (i) through (iv) allows for flexible scheduling for student projects that may occur on non-school days, and for staff

attendance at professional meetings and conferences.

- i) Commencement of School Term [s. 118.045]¹⁸
 - ii) School Board Powers (school calendar, school hours, schools closed) [ss. 119.18 (6) (7) (8)]¹⁹
 - iii) School Board Duties [s. 120.12 (15)]²⁰
 - iv) School District standards: Number of Instructional hours [ss. 121.02(1) (f) and (L)]²¹
- b) The CEC is also exempt from s. 118.35(3)²², Wisconsin Statutes, Gifted and Talented program access. Separate Gifted and Talented services shall not be provided, as the curriculum is personalized to student interest and level.

11.2 - Request for Federal Exemptions: No waivers from Federal statutory or regulatory provisions are sought.

11.3 - Requests for SDW Board Policy Waivers [ESSA §4303(f)(3)(B)²³]:

All SDW policies shall apply to the CEC except for those specifically designated for exemption. Waivers for exemption from SDW policies are as follows:

- a) po8220 - School Day. The CEC may choose to offer flexible scheduling to enable student project work.
- b) po3320- Curriculum Development. The CEC may develop curriculum consistent with the mission of the school.
- c) po9270 – Home-based, Private, or Tribal Schooling and po9270.01 – Transfer Student Admissions from Home Based Private or Private School. The mission of the CEC and the integrated nature of subjects within projects requires full time attendance on the part of the student.
- d) po5410 - Promotion, Placement, and Retention. The CEC is considered a separate school and shall be exempt from the elementary and middle school promotion policies due to mixed age grouping and students working at individual levels on project work.
- e) po 2340 - District-sponsored Trips/Field Trips. The CEC shall not seek SDW Board approval for field trips as they are an integral part of project work.
- f) po2464 – Programs for Gifted and Talented Students. The CEC shall not provide access to a separate Gifted and Talented program because project-based work is individualized to student level.
- g) po2521 - - Selection of Instructional Materials and Equipment. The selection of instructional materials for use in the CEC will be delegated to CEC staff in accordance with the mission of the school.
- h) po2510 - Adoption of Textbooks. Same as Section 11.3(g) above.
- i) ag7540.08 - Equipment Release Form. The CEC shall only use the SDW form for devices purchased and maintained by SDW. Devices purchased and maintained by

the CEC shall be exempt from this form.

- j) po5830 – Student Fund-raising and po6605 - Crowdfunding. Fundraising shall be necessary to fund project work within the CEC. Fundraising for items needed over and above those things that the SDW provides for all their schools shall be conducted under the authority of the CECGC.
- k) po 6610 - Student Activity Funds Management. The CEC Administrator shall supervise student activity funds. Fundraising for activities shall be approved by the CECGC.
- l) po5111 item f –Eligibility of Resident/Nonresident Students. Enrollment in the CEC is voluntary, and determined by lottery if numbers dictate. The CEC Administrator shall assign students to multiage groups or “classes.”
- m) po5136 – Student Use and Possession of Personal Communication Devices. Students at the CEC shall use technology in many ways and at any time to facilitate project work. Advisors shall teach proper use of such technology.
- n) po6152 - Student Fees. The CEC shall not charge a book rental fee, but may establish student fees for specific project work, to be approved by the CECGC.
- o) po3342 – Professional Development Opportunities for Licensed Staff and po3243 – Staff Attendance at Workshops and Conferences. With the exception of district-wide speakers and functions at beginning/end of year, the CEC staff shall need the flexibility to attend professional development that meets the needs of the school.
- p) po7230 - Public Gifts to the Schools. The CECGC shall accept donations and gifts to the CEC.

12 - TERMS OF CONTRACT

12.1 – Length of Contract: The CEC’s charter is granted for one (1) year, the minimum term permitted under Wisconsin law. This Contract is effective July 1, 2023, and terminates June 30, 2024.

12.2 – CECGC Annual Report [ESSA§4303(f)(1)(C)¹⁶]: The CECGC shall provide an annual report to the SDW’s Board of Education by no later than the July Board meeting. The report shall describe the CEC's progress, problems, and outcomes with an emphasis on student progress and goals for progress (section 3.3). The report shall also include:

- a) CECGC Treasurer’s report including budget vs. actual, fundraising and grant proposals, and budget plan (10.1)
- b) CEC facilities report
- c) CEC staffing
- d) CEC enrollment, including student population, and student diversity

e) CECGC Annual Meeting report including CECGC demographics

12.3 - SDW Annual Report [ESSA§4303(f)(1)(C)¹⁶]: The SDW shall provide an annual written report to the CEC by no later than the August Board Meeting, summarizing its performance and compliance to date, and identifying areas of strength and areas needing improvement.

12.4 - Contract Renewal: At the end of a period of one (1) year set forth hereunder, the SDW Board of Education and the CECGC have the option to renew this Contract for an additional two (2) year term, based upon Board of Education evaluation of the CEC according to the assessment criteria outlined in this Contract.

12.5 - Withdrawal, Termination, or Revocation of this Contract: The powers to withdraw, terminate, or revoke the charter lie mutually between the SDW Board of Education and the CECGC. As such, the following events shall allow either Party to withdraw from, terminate, or revoke this Contract:

a) Violation of this Contract as follows:

i) Breach of the Contract and failure to cure such breach within thirty (30) days following receipt of written notification of such breach by either Party.

b) Violation of the Wisconsin State Charter School statutes.

c) Failure to make sufficient progress toward attainment of educational goals as follows:

i) If students fail to make sufficient progress toward attaining educational goals, an extension of time to attain such goals, requested by the CECGC, shall be followed by a written plan acceptable to the SDW's Board of Education. This plan shall set out the additional steps necessary to attain such educational goals and a reasonable timeframe wherein such goals must be attained. [ESSA§4303(f)(1)(C)¹⁶]

d) Mutual written agreement by both Parties to terminate the Contract for reasons other than those stated above.

12.6 - Amendments: Amendments to this Contract must be in writing and mutually agreed upon by both Parties.

13 - APPROVAL AND SIGNATURES

In witness whereof, the Parties have caused this Contract to be executed by their duly authorized representatives as of the date so indicated below:

This Contract to continue the operation of the CEC is hereby approved.

_____ Date
Chain Exploration Center Governance Council President

_____ Date
School District of Waupaca Board of Education President

APPENDIX 1

State Statutes and Federal Laws *[contract sections noted in red]*

- 1. CHAPTER 118 - GENERAL SCHOOL OPERATIONS - 118.40** GENERAL SCHOOL OPERATIONS *[contract 1.1 & 1.5]*
- 2. CHAPTER 118 - GENERAL SCHOOL OPERATIONS - 118.40 - (2m)** SCHOOL BOARD INITIATIVE. **(a)** A school board may on its own initiative contract with a person to operate a school as a charter school. The contract shall include all of the provisions specified under sub. (1m) (b) and may include other provisions agreed to by the parties. *[contract 1.2]*
- 3. CHAPTER 118 - GENERAL SCHOOL OPERATIONS - 118.40 - (1m)** PETITION. **(b)** The petition shall include all of the following: **1.** The name of the person who is seeking to establish the charter school. *[contract 1.3]*
- 4. CHAPTER 118 - GENERAL SCHOOL OPERATIONS - 118.40 - (1m)** PETITION. **(b)** The petition shall include all of the following:
 2. The name of the person who will be in charge of the charter school and the manner in which administrative services will be provided. *[contract 1.4]*
- 5. CHAPTER 118 - GENERAL SCHOOL OPERATIONS - 118.40 - (1m)** PETITION.
 1. The name of the person who is seeking to establish the charter school.
 2. The name of the person who will be in charge of the charter school and the manner in which administrative services will be provided.
 3. A description of the educational program of the school.
 4. The methods the school will use to enable pupils to attain the educational goals under s. 118.01.
 5. The method by which pupil progress in attaining the educational goals under s. 118.01 will be measured.
 6. The governance structure of the school, including the method to be followed by the school to ensure parental involvement.
 7. Subject to sub. (7) (a) and (am) and ss. 118.19 (1) and 121.02 (1) (a) 2., the qualifications that must be met by the individuals to be employed in the school.
 8. The procedures that the school will follow to ensure the health and safety of the pupils.
 9. The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the school district population.
 10. The requirements for admission to the school.
 11. The manner in which annual audits of the financial and programmatic operations of the school will be performed.
 12. The procedures for disciplining pupils.
 13. The public school alternatives for pupils who reside in the school district and do not wish to attend or are not admitted to the charter school.
 14. A description of the school facilities and the types and limits of the liability insurance that the school will carry.
 15. The effect of the establishment of the charter school on the liability of the school district.
[contract 2]
- 6. CHAPTER 118 - GENERAL SCHOOL OPERATIONS - 118.40 - (3m)** Authorizing entity duties. A school board, an entity under sub. (2r) (b), and the director under sub. (2x) shall do all of the following:
 - (b) When contracting for the establishment of a charter school under this section, consider the principles and standards for quality charter schools established by the National Association of Charter School Authorizers.
[contract 2.4]

7. CHAPTER 118 - GENERAL SCHOOL OPERATIONS [contract 3.3]

8. CHAPTER 121 - SCHOOL FINANCE [contract 3.3]

9. CHAPTER 118 - GENERAL SCHOOL OPERATIONS - 118.30 Pupil assessment. (1) The state superintendent shall adopt or approve examinations designed to measure pupil attainment of knowledge and concepts in the 4th, 8th, 9th, 10th, and 11th grades. Beginning in the 2015–16 school year, the state superintendent may not adopt or approve assessments developed by the Smarter Balanced Assessment Consortium.

(1m) Except as otherwise provided in this section, annually each school board shall do all of the following:

(a) 1. Except as provided in subs. (6) and (7), administer the 4th grade examination adopted or approved by the state superintendent under sub. (1) to all pupils enrolled in the school district, including pupils enrolled in charter schools located in the school district, in the 4th grade.

2. Except as provided in sub. (7), if the school board has developed or adopted its own 4th grade examination, administer that examination to all pupils enrolled in the school district, including pupils enrolled in charter schools located in the school district, in the 4th grade.

(am) 1. Except as provided in subs. (6) and (7), administer the 8th grade examination adopted or approved by the state superintendent under sub. (1) to all pupils enrolled in the school district, including pupils enrolled in charter schools located in the school district, in the 8th grade.

2. Except as provided in sub. (7), if the school board has developed or adopted its own 8th grade examination, administer that examination to all pupils enrolled in the school district, including pupils enrolled in charter schools located in the school district, in the 8th grade.

(ar) Except as provided in sub. (7), beginning in the 2014–15 school year, administer the 9th grade examination adopted or approved by the state superintendent under sub. (1) to all pupils enrolled in the school district, including pupils enrolled in charter schools located in the school district, in the spring session of 9th grade.

(b) Except as provided in sub. (7), administer the 10th grade examination to all pupils enrolled in the school district, including pupils enrolled in charter schools located in the school district, in the spring session of the 10th grade.

(c) Except as provided in sub. (7), beginning in the 2014–15 school year, administer the 11th grade examination adopted or approved by the state superintendent under sub. (1) to all pupils enrolled in the school district, including pupils enrolled in charter schools located in the school district, in the spring session of the 11th grade.

(d) If the school board maintains an Internet site for the school district, annually publish information on that Internet site about the examinations administered under this subsection to pupils in the school district.

[contract 3.3]

10. CHAPTER 121 - SCHOOL FINANCE - 121.02 School district standards. (1) Except as provided in s. 118.40 (2r) (d), each school board shall:

(r) Except as provided in s. 118.40 (2r) (d) 2., annually administer a standardized reading test developed by the department to all pupils enrolled in the school district in grade 3, including pupils enrolled in charter schools located in the school district, except that if a charter school is established under s. 118.40 (3) (c) 1. c., the school board specified in s. 118.40 (3) (c) 1. c. shall administer the test to pupils enrolled in the charter school regardless of the location of the charter school.

[contract 3.3]

11. CHAPTER 118 - GENERAL SCHOOL OPERATIONS - 118.40 - Charter Schools - (4) CHARTER SCHOOL GOVERNING BOARD; DUTIES, POWERS, AND RESTRICTIONS.

(d) Powers. Subject to the terms of its contract, a charter school governing board has all the powers necessary to carry out the terms of its contract, including all of the following:

1. To receive and disburse funds for school purposes.
2. To secure appropriate insurance.
3. To enter into contracts, including contracts with a University of Wisconsin institution or college campus, technical college district board, or private college or university, for technical or financial assistance, academic support, curriculum review, or other services.

4. To incur debt in reasonable anticipation of the receipt of funds.
5. To pledge, assign, or encumber its assets to be used as collateral for loans or extensions of credit.
6. To solicit and accept gifts or grants for school purposes.
7. To acquire real property for its use.
8. To sue and be sued in its own name.

[contract 4.2 & 8.1]

12. CHAPTER 118 - GENERAL SCHOOL OPERATIONS - 118.40 - Charter Schools - (3) CONTRACT

(g)

1. Except as provided in subds. 2., 3., and 4. and sub. (4) (ar) 1., a contract with a school board, an entity under sub. (2r) (b). or the director under sub. (2x) shall require that if the capacity of the charter school is insufficient to accept all pupils who apply, the charter school shall accept pupils at random.
2.
 - a. A charter school shall give preference in enrollment to pupils who were enrolled in the charter school in the previous school year.
 - b. A charter school other than the charter school established under a contract with the director under sub. (2x) (cm) shall give preference to siblings of pupils who are enrolled in the charter school.
3. A charter school may give preference in enrollment to the children of the charter school's founders, governing board members, and full-time employees, but the total number of such children given preference may constitute no more than 10 percent of the charter school's total enrollment.
4. A charter school established under a contract with a union high school district under sub. (2) or (2m) may give preference in enrollment to pupils who were enrolled during the previous school year in a charter school operating under a cooperative agreement with the charter school established under a contract with a union high school district.

[contract 7.3]

13. Elementary and Secondary Education Act (ESEA) as amended by the No Child Left Behind Act of 2001 - §5210 - DEFINITIONS

(1) CHARTER SCHOOL

(H) is a school to which parents choose to send their children, and that admits students on the basis of a lottery, if more students apply for admission than can be accommodated;

[contract 7.3]

14. ESSA §4303- Grants to Support High-Quality Charter Schools

(f) APPLICATIONS.—A State entity desiring to receive a grant under this section shall submit an application to the Secretary at such time and in such manner as the Secretary may require. The application shall include the following:

(2) ASSURANCES.—Assurances that—

- (A) each charter school receiving funds through the State entity's program will have a high degree of autonomy over budget and operations, including autonomy over personnel decisions;

[contract 8]

15. ESSA §4303- Grants to Support High-Quality Charter Schools

(f) APPLICATIONS.—A State entity desiring to receive a grant under this section shall submit an application to the Secretary at such time and in such manner as the Secretary may require. The application shall include the following:

(1) DESCRIPTION OF PROGRAM.—A description of the State entity's objectives in running a quality charter school program under this section and how the objectives of the program will be carried out, including—

(A) a description of how the State entity will—

(iii) work with eligible applicants to ensure that the eligible applicants access all Federal funds that such applicants are eligible to receive, and help the charter schools supported by the applicants and the students attending those charter schools—

(I) participate in the Federal programs in which the schools and students are eligible to participate;

- (II) receive the commensurate share of Federal funds the schools and students are eligible to receive under such programs; and
- (III) meet the needs of students served under such programs, including students with disabilities and English learners;

[contract 8.2 & 10.5]

16. ESSA §4303- Grants to Support High-Quality Charter Schools

(f) APPLICATIONS.—A State entity desiring to receive a grant under this section shall submit an application to the Secretary at such time and in such manner as the Secretary may require. The application shall include the following:

(1) DESCRIPTION OF PROGRAM.—A description of the State entity’s objectives in running a quality charter school program under this section and how the objectives of the program will be carried out, including—

(C) a description of how the State entity will award subgrants, on a competitive basis, including—

(i) a description of the application each eligible applicant desiring to receive a subgrant will be required to submit, which application shall include—

(I) a description of the roles and responsibilities of eligible applicants, partner organizations, and charter management organizations, including the administrative and contractual roles and responsibilities of such partners;

(II) a description of the quality controls agreed to between the eligible applicant and the authorized public chartering agency involved, such as a contract or performance agreement, how a school’s performance in the State’s accountability system and impact on student achievement (which may include student academic growth) will be one of the most important factors for renewal or revocation of the school’s charter, and how the State entity and the authorized public chartering agency involved will reserve the right to revoke or not renew a school’s charter based on financial, structural, or operational factors involving the management of the school;

(III) a description of how the autonomy and flexibility granted to a charter school is consistent with the definition of a charter school in section 4310;

(IV) a description of how the eligible applicant will solicit and consider input from parents and other members of the community on the implementation and operation of each charter school that will receive funds under the State entity’s program;

(V) a description of the eligible applicant’s planned activities and expenditures of subgrant funds to support the activities described in subsection (b)(1), and how the eligible applicant will maintain financial sustainability after the end of the subgrant period; and

(VI) a description of how the eligible applicant will support the use of effective parent, family, and community engagement strategies to operate each charter school that will receive funds under the State entity’s program; and

(ii) a description of how the State entity will review applications from eligible applicants;

[contract 10.1, 12.2, 12.3, 12.5(c)]

17. CHAPTER 118 - GENERAL SCHOOL OPERATIONS - 118.40 Charter Schools - (7) Legal Status; Applicability of School Laws - (b) Except as otherwise explicitly provided, chs. [115](#) to [121](#) do not apply to charter schools. *[contract 11.1]*

18. CHAPTER 118 - GENERAL SCHOOL OPERATIONS - 118.045 Commencement of school term.

(1) Except as provided in subs. [\(2\)](#) and [\(3\)](#), beginning in the year 2000, no public school may commence the school term until September 1.

(2) Subsection [\(1\)](#) does not prohibit a school board from doing any of the following:

(a) Holding athletic contests or practices before September 1.

(b) Scheduling in-service days or work days before September 1.

(c) Holding school year-round.

(3) A school board may commence the school term before September 1 in any school year if the school board requests the department to allow it to commence the school term before September 1 and the school board includes reasons with its request. The department may grant a request only if it determines that there are extraordinary reasons for granting it. The department shall promulgate rules to implement and administer this subsection.

History: [1999 a. 9](#); [2001 a. 16](#).

Cross-reference: See also ch. [PI 27](#), Wis. adm. code.

[contract 11.1(a)(i)]

19. CHAPTER 119 - First Class City School System - 119.18 Board; powers.

(6) **SCHOOL CALENDAR.** The board may determine the school calendar and vacation periods for each school year for the regular day schools, summer schools, social centers, and playgrounds. The board may close any school or dismiss any class in the event of an emergency, fire or other casualty, quarantine, or epidemic.

(7) **SCHOOL HOURS.** The board may establish rules scheduling the hours of each school day during which the schools shall be in session. The board may differentiate between the various grades in scheduling such school hours.

(8) **SCHOOLS CLOSED.** The board may determine on which national, state and local legal holidays and for which educational conventions the public schools shall be closed. There shall be no deductions from the annual or monthly compensation of employees not rendering services on such days.

[contract 11.1(a)(iii)]

20. CHAPTER 120 - SCHOOL DISTRICT GOVERNMENT - 120.12 School board duties. The school board of a common or union high school district shall:

(15) **SCHOOL HOURS.** Establish rules scheduling the hours of a normal school day. The school board may differentiate between the various elementary and high school grades in scheduling the school day.

[contract 11.1(a)(iii)]

21. CHAPTER 121 - SCHOOL FINANCE - 121.02 School district standards. (1) Except as provided in s. [118.40 \(2r\)](#) (d), each school board shall:

(f) Annually, schedule at least 437 hours of direct pupil instruction in kindergarten, at least 1,050 hours of direct pupil instruction in grades 1 to 6 and at least 1,137 hours of direct pupil instruction in grades 7 to 12. Scheduled hours under this paragraph do not include hours of direct pupil instruction offered during an interim session. Scheduled hours under this paragraph may include hours on Saturdays. A school board operating a 4-year-old kindergarten program may use up to 87.5 of the scheduled hours for outreach activities.

(L)

1. In the elementary grades, provide regular instruction in reading, language arts, social studies, mathematics, science, health, physical education, art and music.
2. In grades 5 to 8, provide regular instruction in language arts, social studies, mathematics, science, health, physical education, art and music. The school board shall also provide pupils with an introduction to career exploration and planning.
3. In grades 9 to 12, provide access to an educational program that enables pupils each year to study English, social studies, mathematics, science, vocational education, foreign language, physical education, art and music. In this subdivision, "access" means an opportunity to study through school district course offerings, independent study, cooperative educational service agencies, or cooperative arrangements between school boards or between school boards and postsecondary educational institutions.
4. Beginning September 1, 1991, as part of the social studies curriculum, include instruction in the history, culture and tribal sovereignty of the federally recognized American Indian tribes and bands located in this state at least twice in the elementary grades and at least once in the high school grades.
5. Provide regular instruction in foreign language in grades 7 and 8 beginning in the 1996-97 school year.
6. In one of grades 5 to 8 and in one of grades 10 to 12, provide pupils with the instruction on shaken baby syndrome and impacted babies described in s. [253.15 \(5\)](#).
7. Adopt academic standards for financial literacy and incorporate instruction in financial literacy into the curriculum in grades kindergarten to 12.

[contract 11.1(a)(iv)]

22. CHAPTER 118 - GENERAL SCHOOL OPERATIONS - 118.35 Programs for gifted and talented pupils. (1) In this section, “gifted and talented pupils” means pupils enrolled in public schools who give evidence of high performance capability in intellectual, creative, artistic, leadership or specific academic areas and who need services or activities not ordinarily provided in a regular school program in order to fully develop such capabilities.

(3) Each school board shall ensure that all gifted and talented pupils enrolled in the school district have access to a program for gifted and talented pupils.

[contract 11.1(b)]

23. ESSA §4303- Grants to Support High-Quality Charter Schools(f) APPLICATIONS.—A State entity desiring to receive a grant under this section shall submit an application to the Secretary at such time and in such manner as the Secretary may require. The application shall include the following:

(3) REQUESTS FOR WAIVERS.—Information about waivers, including—

(B) a description of any State or local rules, generally applicable to public schools, that will be waived, or otherwise not apply to such schools.

[contract 11.3]

APPENDIX 2
Aerial Views of CEC Campus
Photo courtesy of Noah Lencki Design, Waupaca, WI



CEC campus and Silver Lake



CEC Campus from Silver Lake perspective

Appendix 2 - Aerial Views of CEC Campus - page 1 of 1

APPENDIX 3
State of Wisconsin - DFI - Certificate of Corporate Authenticity

United States of America
State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Consumer Services



To All to Whom These Presents Shall Come, Greeting: —

I, Mary Ann McCoshen, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

CHAIN EXPLORATION CENTER INC.

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is February 07, 2018.

I further certify that said corporation or limited liability company has not yet completed its initial report year and, accordingly, has not yet filed an annual report under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that said corporation or limited liability company has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on February 20, 2018.

A handwritten signature in black ink that reads "Mary Ann McCoshen".

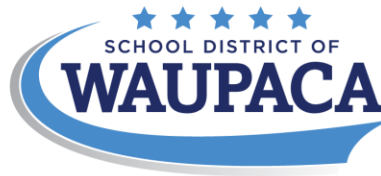
MARY ANN MCCOSHEN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: <http://www.wdfi.org/apps/ccs/verify/>

Enter this code: **215097-62FCB19E**



APPENDIX 4

Book	Policy Manual
Section	2000 Program
Title	NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY
Code	po2260
Status	Active
Adopted	December 14, 2021

2260 - **NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY**

The Board is committed to providing an equal educational opportunity for all students in the District.

The Board does not discriminate on the basis of race, color, religion, national origin, ancestry, creed, pregnancy, marital status, parental status, sexual orientation, sex, (including transgender status, change of sex or gender identity), or physical, mental, emotional, or learning disability ("Protected Classes") in any of its student program and activities. This policy is intended to support and promote nondiscriminatory practices in all District and school activities, particularly in the following areas:

- A. use of objective bases for admission to any school, class, program, or activity;
- B. prohibition of harassment towards students and procedures for the investigation of claims (see Policy 5517);
- C. use of disciplinary authority, including suspension and expulsion authority;
- D. administration of gifts, bequests, scholarships and other aids, benefits, or services to students from private agencies, organizations, or persons;
- E. selection of instructional and library media materials in a nondiscriminatory manner and that reflect the cultural diversity and pluralistic nature of American society;
- F. design and implementation of student evaluation practices, materials, and tools, but not at the exclusion of implementing techniques to meet students' individual needs;
- G. design and configuration of facilities;
- H. opportunity for participation in extra-curricular and co-curricular activities provided that separate programs for male and female students may be available provided comparable activities are made available to all in terms of type, scope, and District support; and
- I. the school lunch program and other school-sponsored food service programs.

The Board is also committed to equal employment opportunity in its employment policies and practices as they relate to students. The Board's policies pertaining to employment practices can be found in Policy 1422, Policy 3122, and Policy 4122 - Nondiscrimination and Equal Employment Opportunity.

In furtherance of the aforesaid goal, the District Administrator shall:

- A. Curriculum Content
 - 1. review current and proposed courses of study and textbooks to detect any bias based upon the Protected Classes ascertaining whether or not supplemental materials, singly or taken as a whole, fairly depict the contribution of

both sexes, various races, ethnic groups, etc. toward the development of human society;

2. provide that necessary programs are available for students with limited use of the English language;

B. Staff Training

develop an ongoing program of staff training and in-service training for school personnel designed to identify and solve problems of bias based upon the Protected Classes in all aspects of the program;

C. Student Access

1. review current and proposed programs, activities, facilities, and practices to ensure that all students have equal access thereto and are not segregated on the basis of the Protected Classes in any duty, work, play, classroom, or school practice, except as may be permitted under State regulations;
2. verify that facilities are made available in a non-discriminatory fashion, in accordance with Board Policy 7510 - Use of District Facilities, for non-curricular student activities that are initiated by parents or other members of the community, including but not limited to any group officially affiliated with the Boy Scouts of America or any other youth group listed in Title 36 of the United States Code as a patriotic society;

D. District Support

require that like aspects of the District program receive like support as to staff size and compensation, purchase and maintenance of facilities and equipment, access to such facilities and equipment, and related matters;

E. Student Evaluation

verify that tests, procedures, or guidance and counseling materials, which are designed to evaluate student progress, rate aptitudes, analyze personality, or in any manner establish or tend to establish a category by which a student may be judged, are not differentiated or stereotyped on the basis of the Protected Classes.

The District Administrator shall appoint and publicize the name of the compliance officer(s) who is/are responsible for coordinating the District's efforts to comply with the applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination or equal access. The Compliance Officer(s) also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), is provided to students, their parents, staff members, and the general public.

The District Administrator shall attempt annually to identify children with disabilities, ages 3 - 21, who reside in the District but do not receive a public education. In addition, s/he shall establish procedures to identify students who are Limited English Proficient, including immigrant children and youth, to assess their ability to participate in District programs, and develop and administer a program that meets the English language and academic needs of these students. This program shall include procedures for student placement, services, evaluation, and exit guidelines and shall be designed to provide students with effective instruction that leads to academic achievement and timely acquisition of proficiency in English. As a part of this program, the District will evaluate the progress of students in achieving English language proficiency in the areas of listening, speaking, reading and writing, on an annual basis.

Reporting Procedures

Students, parents and all other members of the School District community are encouraged to promptly report suspected violations of this policy to a teacher or administrator. Any teacher or administrator who receives such a complaint shall file it with the District's Compliance Officer at his/her first opportunity.

Students who believe they have been denied equal access to District educational opportunities in a manner inconsistent with this policy may initiate a complaint and the investigation process that is set forth below. Initiating a complaint will not adversely affect the complaining individual's participation in educational or extra-curricular programs unless the complaining individual makes the complaint maliciously or with the knowledge that it is false.

Title IX Complaint Coordinators/District Compliance Officers (hereinafter referred to as the "COs")

The Board designates the following individuals to serve as the District's CO's:

Laurie Schmidt
Director of Student Services

E2325 King Road
Waupaca, WI 54981
715.258-4124
lschmidt@waupacaschools.org

Mark Flaten
Director of Teaching & Learning
E2325 King Road
Waupaca, WI 54981
715.258-4121
mflaten@waupacaschools.org

The names, titles, and contact information of these individuals will be published annually:

- A. in the staff and student handbooks.
- B. on the School District's website.

A CO will be available during regular school/work hours to discuss concerns related to student discrimination in educational opportunities under this policy.

Investigation and Complaint Procedure

The CO shall investigate any complaints brought under this policy. Throughout the course of the process as described herein, the CO should keep the parties informed of the status of the investigation and the decision-making process.

All complaints must include the following information to the extent it is available: a description of the alleged violation, the identity of the individual(s) believed to have engaged in, or to be actively engaging in, conduct in violation of this policy, if any; a detailed description of the facts upon which the complaint is based; and a list of potential witnesses.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the report by signing the document.

Upon receiving a complaint, the CO will consider whether any action should be taken during the investigatory phase to protect the Complainant from further loss of educational opportunity, including but not limited to a change of class schedule for the Complainant, tentative enrollment in a program, or other appropriate action. In making such a determination, the CO should consult the Principal and District Administrator prior to any action being taken. The Complainant should be notified of any proposed action prior to such action being taken.

As soon as appropriate in the investigation process, the CO will inform any individual named by the Complainant in connection with an alleged violation of this policy, that a complaint has been received. The person(s) must also be provided an opportunity to respond to the complaint.

All investigations shall be commenced as soon as practicable upon receipt of a complaint and concluded as expeditiously as feasible, in consideration of the circumstances, while taking measures to complete a thorough investigation. The complaining party shall be notified in writing of receipt of the complaint within forty-five (45) days of the complaint and shall reach a determination concerning the complaint within ninety (90) days of receipt unless additional time is agreed to by the complaining party.

The investigation will include:

- A. interviews with the Complainant;
- B. interviews with any persons named in the complaint;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations, as determined by the CO;
- D. consideration of any documentation or other evidence presented by the Complainant, Respondent, or any other witness which is reasonably believed to be relevant to the allegations, as determined by the CO.

At the conclusion of the investigation, the CO shall prepare and deliver a written report to the District Administrator which

summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definitions in this Policy, as well as in State and Federal law as to whether the Complainant has been denied access to educational opportunities on the basis of one of the protected classifications, based on a preponderance of evidence standard. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved.

The CO may consult with the Board's attorney during the course of the investigatory process and/or before finalizing the report to the District Administrator.

In cases where no District CO is able to investigate a complaint due to concerns regarding conflicts, bias or partiality, or for other reasons that impair the CO's ability to conduct an investigation, the CO may in consultation with the District Administrator or Board President, engage outside legal counsel to conduct the investigation consistent with this policy.

Absent extenuating circumstances, within ten (10) business days of receiving the report of the CO, the District Administrator must either issue a final decision regarding the complaint or request further investigation. A copy of the District Administrator's final decision will be delivered to the Complainant. The District Administrator may redact information from the decision in the event the release of information raises concerns regarding the integrity of the complaint or investigation process. The Board authorizes the District Administrator to consult with legal counsel to determine the extent to which information in an investigation report must be provided to either the Complainant or Respondent.

If the District Administrator requests additional investigation, the District Administrator must specify the additional information that is to be gathered, and such additional investigation must be completed within ten (10) business days. At the conclusion of the additional investigation, the District Administrator must issue a final written decision as described above. The decision of the District Administrator shall be final.

If the Complainant feels that the decision does not adequately address the complaint s/he may appeal the decision to the State Superintendent of Public Instruction by submitting a written request to the Wisconsin Department of Public Instruction, Pupil Nondiscrimination Program, or by contacting the DPI Pupil Nondiscrimination Program at (608) 267-9157. Any person, including the Respondent in a complaint, who is subject to disciplinary action up to and including termination as a result of a complaint may choose to file a grievance utilizing the District's grievance procedure as outlined in Policy 3340 or Policy 4340.

The Board reserves the right to investigate and resolve a complaint or report regardless of whether the member of the School District community or third party chooses to pursue the complaint. The Board also reserves the right to have the complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board.

Additional School District Action

If the evidence suggests that any conduct at issue violates any other policies of the Board, is a crime, or requires mandatory reporting under the Children's Code (Sec. 48.981, Wis. Stat.) (Policy 8462), or threats of violence (Policy 8462.01), the CO or District Administrator shall take such additional actions as necessary and appropriate under the circumstances, which may include a report to the appropriate social service and/or law enforcement agency charged with responsibility for handling such investigations.

Confidentiality

The District will make reasonable efforts to protect the privacy of any individuals involved in the investigation process. Confidentiality cannot be guaranteed, however. All Complainants proceeding through the investigation process should be advised that as a result of the investigation, allegations against individuals may become known to those individuals, including the Complainant's identity.

During the course of an investigation, the CO will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

Retention of Public Records, Student Records, and Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including but not limited to:

- A. all written reports/allegations/complaints/statements;
- B. narratives of all verbal reports, allegations, complaints, and statements collected;

- C. a narrative of all actions taken by District personnel;
- D. any written documentation of actions taken by District personnel;
- E. narratives of, notes from, or audio, video, or digital recordings of witness statements;
- F. all documentary evidence;
- G. e-mails, texts, or social media posts related to the investigation;
- H. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;
- I. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;
- J. dated written determinations to the parties;
- K. dated written descriptions of verbal notifications to the parties;
- L. written documentation of any interim measures offered and/or provided to complainants, including no contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt; and
- M. documentation of all actions, both individual and systemic, taken to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal	118.13 Wis. Stats.
	P.I. 9, Wis. Adm. Code
	P.I. 41, Wis. Adm. Code
	Fourteenth Amendment, U.S. Constitution
	20 U.S.C. Section 1681, Title IX of Education Amendments Act
	20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974
	20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act
	29 U.S.C. Section 794, Rehabilitation Act of 1973, as amended
	42 U.S.C. Section 2000 et seq., Civil Rights Act of 1964
	42 U.S.C. Section 2000ff et seq., The Genetic Information Nondiscrimination Act
	42 U.S.C. 6101 et seq., Age Discrimination Act of 1975
	42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

APPENDIX 5

School District of Waupaca Insurance Summary



EMPLOYERS MUTUAL CASUALTY COMPANY		PRIOR POLICY: 3D7-44-32
G E N E R A L L I A B I L I T Y D E C L A R A T I O N S		
POLICY PERIOD: FROM 07/01/22 TO 07/01/23	*-----*	* POLICY NUMBER *
	* 3 D 7 - 4 4 - 3 2 --- 23 *	*-----*
N A M E D I N S U R E D:	P R O D U C E R:	
-----	-----	
WAUPACA SCHOOL DISTRICT E2325 KING RD WAUPACA WI 54981-8270	M3 INSURANCE SOLUTIONS INC 828 JOHN NOLEN DR PO BOX 8950 MADISON WI 53708-8950	
AGENCY BILL	AGENT: AD 8196 AGENT PHONE: (262)524-1038 CLAIM REPORTING: (888)362-2255 SERVICING CARRIER: (262)717-3900	
-----	-----	
INSURED IS: SCHOOL DISTRICT	BUSINESS DESC: SCHOOL DISTRICT	
-----	-----	
L I M I T S O F I N S U R A N C E		
EACH OCCURRENCE LIMIT	\$	2,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$	300,000 ANY ONE PREMISES
MEDICAL EXPENSE LIMIT	\$	5,000 ANY ONE PERSON
PERSONAL AND ADVERTISING INJURY LIMIT	\$	2,000,000 ANY ONE PERSON OR ORGANIZATION
GENERAL AGGREGATE LIMIT	\$	4,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$	4,000,000
-----	-----	
C O V E R A G E S P R O V I D E D		P R E M I U M
-----		-----
OTHER THAN PRODUCTS/COMPLETED OPERATIONS		\$ 10,127.00
-----		-----
TOTAL ESTIMATED POLICY PREMIUM		\$ 10,127.00

SEE ATTACHED SCHEDULE FOR LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED.		

FORMS APPLICABLE:		
CG0001(04/13)*, CG0124(01/93)*, CG0435(12/07)*, CG2026(12/19)*, CG2106(05/14)*, CG2147(12/07)*, CG2170(01/15)*, CG2176(01/15)*, CG4014(12/19)*, CG7001A(10/12)*, CG7003(10/13)*, CG7140(07/14)*, CG7189(01/21)*, CG7190(01/06)*, CG7475(10/01)*, CG7551(10/19)*, CG7614(10/19)*, CG7627(03/09)*, CG7657(02/10)*, CG8254(12/20)*, CG8290(02/16)*, IL0017(11/98)*, IL0021(09/08)*, IL0283(11/18)*, IL7004(03/20)*, IL7131A(04/01)*, IL7168(01/22)*, IL8046(01/90)*, IL8118(06/11)*, IL8383.2A(12/20)*, IL8384A(01/08)*, IL8576(10/17)*		
AUDIT PERIOD: ANNUAL		
DATE OF ISSUE: 06/30/22 BPP		
FORM CG7000A	ED. 08-99 BPP	07/01/22 025 EC 3D74432 2301



EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 3D7-44-32---23

WAUPACA SCHOOL DISTRICT

EFF DATE: 07/01/22

EXP DATE: 07/01/23

GENERAL LIABILITY POLICY
DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*CG0001	04-13	COMMERCIAL GEN LIABILITY COV FORM	
*CG0124	01-93	WI CHGS-AMENDMENT POLICY CONDITIONS	
*CG0435	12-07	EMPLOYEE BENEFITS LIABILITY COVERAGE	
		EACH EMPLOYEE \$ 2,000,000	
		AGGREGATE \$ 4,000,000	
		DEDUCTIBLE EACH EMPLOYEE \$ 1,000	
		RETROACTIVE DATE 07/01/2008	
*CG2026	12-19	AI-DESIGNATED PERSON OR ORGANIZATION NAME/CONCESSIONAIRES/JOB TITLES/ POLITICAL ENTITY/ASSOC. OR ORG./ETC. CAP SERVICES HEAD START SUNNY DAY CHILD CARE AND PRESCHOOL TRINITY TINY TREASURES	
*CG2106	05-14	EXCL-ACCESS/DISCL OF CONFID/PERSONAL	
*CG2147	12-07	EXCL-EMPLOYMENT RELATED PRACTICES	
*CG2170	01-15	CAP/LOSSES FROM CERT ACTS/TERRORISM	
*CG2176	01-15	EXCL PUNITIVE DMGS ACTS OF TERRORISM	
*CG4014	12-19	CANNABIS EXCLUSION	
*CG7001A	10-12	GENERAL LIABILITY SCHEDULE	
*CG7003	10-13	GL QUICK REFERENCE (OCCURRENCE)	
*CG7140	07-14	INJ TO CO-EMPL &/OR O/VOLUNTEER WKRS NAME/CONCESSIONAIRES/JOB TITLES/ POLITICAL ENTITY/ASSOC. OR ORG./ETC. VOLUNTEER WORKERS	
*CG7189	01-21	CGL AMENDMENT WISCONSIN SCHOOLS	
*CG7190	01-06	AI-CLUB OR ORGANIZATION SCHEDULE OF CLUBS OR ORGANIZATIONS PTO/PTA SCHOOL ORGANIZATION SCHOOL ENDORSED BOOSTER CLUBS	
*CG7475	10-01	SCHOOL LIABILITY ENDORSEMENT	
*CG7551	10-19	ABUSE OR MOLESTATION LIABILITY	
*CG7614	10-19	SCHOOL VIOLENT EVENT RESPONSE COV AGGREGATE LIMIT: \$ 250,000 EACH EVENT LIMIT: \$ 250,000 EACH PERSON LIMIT: \$ 25,000	
*CG7627	03-09	AMENDMENT OF EMPL BENEFITS PROGRAM	
*CG7657	02-10	PUBLIC LIABILITY ENDORSEMENT	
*CG8254	12-20	ADVISORY NOTICE TO POLICYHOLDERS	
*CG8290	02-16	IMPORTANT NOTICE TO POLICYHOLDERS	
*IL0017	11-98	COMMON POLICY CONDITIONS	
*IL0021	09-08	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL0283	11-18	WI CHANGES - CANCELLATION/NONRENEWAL	

DATE OF ISSUE: 06/30/22

(CONTINUED)

FORM: IL7131A (ED. 04-01)

025

EC

3D74432 2301



PAGE NO: 2

EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 3D7-44-32---23

WAUPACA SCHOOL DISTRICT

EFF DATE: 07/01/22

EXP DATE: 07/01/23

GENERAL LIABILITY POLICY
DECLARATIONS

=====
ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*IL7004	03-20	MUTUAL POLICY PROVISIONS	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL7168	01-22	ASBESTOS EXCLUSION	
*IL8046	01-90	NOTICE CANCELLATION REQUESTED BY YOU	
*IL8118	06-11	COMPLAINT NOTICE - WISCONSIN	
*IL8383.2A	12-20	DISCL PURSUANT TERRSM RISK INS. ACT	\$ 80
*IL8384A	01-08	TERRORISM NOTICE	
*IL8576	10-17	MEDICARE IMPT NOTICE TO POLICYHOLDER	

DATE OF ISSUE: 06/30/22

FORM: IL7131A (ED. 04-01)

025

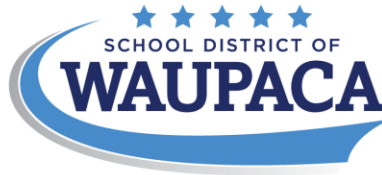
EC

3D74432 2301

APPENDIX 6

BoardDocs® PL

<https://go.boarddocs.com/wi/waupaca/Board.nsf/Public?open#>



Book	Policy Manual
Section	5000 Students
Title	STUDENT DISCIPLINE
Code	po5610.03
Status	Active
Adopted	November 9, 2021

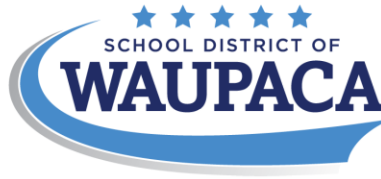
5610.03 - **STUDENT DISCIPLINE**

The Board feels it is important in operating a school system to be concerned with the total operation involving varying needs, abilities and desires of all those concerned with the educational process. Individual rules cannot be established for each person involved in the educational process and it becomes necessary to establish rules and regulations for the operation of the schools within the District.

Failure to abide by reasonably established policies, rules and regulations make it mandatory that the administration be authorized to remove non-complying students from the school premise or property after proper notification procedures, through a process known as suspension.

In addition, the administration is authorized to recommend to the Board, after proper notification, permanent removal of students from school through the process known as expulsion.

The Board charges the school administration with developing reasonable regulations and rules which are necessary for the orderly operation of the schools in the School District of Waupaca. The Board will annually approve rules contained in Student Handbooks.



Book	Policy Manual
Section	5000 Students
Title	CORPORAL PUNISHMENT
Code	po5630
Status	Active
Adopted	December 14, 2021

5630 - **CORPORAL PUNISHMENT**

While recognizing that students may require disciplinary action in various forms, the Board does not condone the use of unreasonable force and fear as an appropriate procedure in student discipline.

No official, employee, or agent of the Board may subject a student enrolled in the School District to corporal punishment, including resorting to physical force or violence to compel obedience. If all other means fail, officials, employees, or agents of the Board may always resort to the removal of the student from the classroom or school through suspension, expulsion, or other disciplinary intervention.

Officials, employees, or agents of the Board may use:

- A. reasonable and necessary force to quell a disturbance or prevent an act that threatens physical injury to any person;
- B. reasonable and necessary force to obtain possession of a weapon or other dangerous object within a student's control;
- C. reasonable and necessary force for the purpose of self-defense or the defense of others under 939.48, Wis. Stats.;
- D. reasonable and necessary force for the protection of property under 939.49, Wis. Stats.;
- E. reasonable and necessary force to remove a disruptive student from a school premises or motor vehicle, as defined in 125.09(2)(a)1. and 4., Wis. Stats., or from school-related activities;
- F. reasonable and necessary force to prevent a student from inflicting harm on himself/herself;
- G. reasonable and necessary force to protect the safety of others;
- H. incidental, minor, or reasonable physical contact designed to maintain order and control.

In accordance with State law, corporal punishment shall not be permitted. If any official, employee, or agent of the Board intentionally inflicts, or causes to be inflicted, physical pain by hitting, paddling, spanking, slapping, forcing prolonged maintenance of physically-painful positions, or makes use of any other kind of physical force as a means of disciplining a student, s/he may be subject to discipline up to and including discharge by this Board and possibly criminal assault charges as well. This prohibition applies as well to volunteers and those with whom the District contracts for services.

In determining whether or not a person was acting within the exceptions noted above, if appropriate, deference may be given to reasonable, good faith judgments made by District employees or agents.

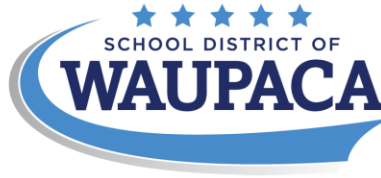
The corporal punishment policy and statute shall be interpreted in a manner that is consistent with the State law and policy governing the use of seclusion and restraint.

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118.305, Wis. Stats.

118.31, Wis. Stats.



Book	Policy Manual
Section	5000 Students
Title	SUSPENSION AND EXPULSION
Code	po5610
Status	Active
Adopted	December 14, 2021

5610 - **SUSPENSION AND EXPULSION**

The Board recognizes that exclusion from educational programs of the School District, by suspension or expulsion, is a substantial sanction and that such action must comply with the student's due process rights.

SUSPENSION

For purposes of this policy, "suspension" shall be the short-term exclusion of a student from a regular District program.

The District Administrator, the Principal, or a teacher designated by the District Administrator may suspend a student for up to five (5) school days or, if a notice of expulsion hearing has been sent, for up to fifteen (15) consecutive school days, or ten (10) consecutive school days for each incident if the student is eligible for special education services under Chapter 115, Wis. Stats.

The suspension must be reasonably justified based upon the grounds authorized under Sec. 120.13, Wis. Stats., which include, but are not limited to: noncompliance with school rules or Board rules; knowingly conveying any threat or false information concerning an attempt or alleged attempt being made or to be made to destroy any school property by means of explosives; conduct by the student while at school or while under the supervision of a school authority that endangers the property, health, or safety of others; conduct while not at school or while not under the supervision of a school authority that endangers the property, health, or safety of others at school or under the supervision of a school authority; or conduct while not at school or while not under the supervision of a school authority that endangers the property, health, or safety of any employee or Board member of the District in which the student is enrolled.

The District Administrator, the Principal, or a teacher designated by the District Administrator shall suspend a student if the student possessed a firearm, as defined in 18 U.S.C. 921(a)(3), while at school or while under the supervision of a school authority.

The parent of a suspended minor must be given prompt notice of the suspension and the reason for the suspension. The student's suspension from school shall be entered in the student's record as required by the rules adopted by the Board concerning the content of the student records. The suspended student or the student's parent or guardian may, within five (5) school days following the commencement of the suspension, have a conference with the District Administrator, who shall be someone other than a Principal, administrator or teacher in the suspended student's school, to discuss removing from the student's records reference to the suspension. Reference to the suspension on the student's school record shall be removed if the District Administrator finds that: the student was suspended unfairly or unjustly; the suspension was inappropriate, given the nature of the alleged offense; or the student suffered undue consequences or penalties as a result of the suspension.

A suspended student shall not be denied the opportunity to take any quarterly, semester, or grading period examinations or to complete course work missed during the suspension period. Such work shall be completed pursuant to the procedures established by the Board.

In the event a student is classified as homeless, the Building Principal shall consult with the Homeless Coordinator to determine whether the conduct is a result of homelessness. The Homeless Coordinator will assist administration and the student's parents or guardian in correcting conduct subject to disciplinary action that is caused by homelessness.

EXPULSION

Under this policy, expulsion shall mean the Board will not permit a student to attend school at all, including any school-sponsored events or activities, for a specified period of time. If the student is expelled, the Board will determine the length of the expulsion period, which may extend at a maximum to the student's 21st birthday. The Board's expulsion order may include the opportunity for the student to return to school prior to the expiration of the term of expulsion under a specified set of early reinstatement condition(s) which are related to the conduct for which the student was expelled. The condition(s), once set forth in an expulsion order, shall be administered at the discretion of the District Administrator who shall have the authority to deny early reinstatement if any early reinstatement condition is not met prior to reinstatement or to revoke it for the remainder of the expulsion period if any enrollment conditions applicable to the student's attendance during a period of expulsion under early reinstatement, or conditional enrollment, are deemed by the District Administrator to have been violated. The decision to revoke a student's conditional enrollment shall be explained in writing. The student or student's parent may request a conference with the District Administrator within five (5) school days of a decision to revoke early reinstatement. The District Administrator shall meet with the student and/or parents within five (5) school days of a request. The District Administrator's decision is final.

The District Administrator may designate another School District employee to perform the functions pertaining to a student's early reinstatement, but may not designate someone that is an administrator or teacher in the student's school.

The Board may expel a student only when it is satisfied that the interest of the school demands the student's expulsion and only when the student: repeatedly refused or neglected to obey the rules established by the School District; knowingly conveyed or caused to be conveyed any threat or false information concerning an attempt or alleged attempt being made or to be made to destroy any school property by means of explosives; engaged in conduct while at school while under the supervision of a school authority that endangered the property, health, or safety of others; engaged in conduct while not at school or while not under the supervision of a school authority that endangered the property, health, or safety of others at school or under the supervision of a school authority or endangered the property, health, or safety of any employee or Board member of the School District in which the student is enrolled; or was at least sixteen (16) years old and had repeatedly engaged in conduct while at school or while under the supervision of a school authority that disrupted the ability of school authorities to maintain order or an educational atmosphere at school or at an activity supervised by a school authority and that such conduct did not otherwise constitute grounds for expulsion. For purposes of this policy, conduct that endangers a person or property includes making a threat to the health or safety of a person or making a threat to damage property.

The Board shall hold an expulsion hearing in the event a student is in possession of a firearm while at school or under the supervision of school authorities and shall expel a student from school for not less than one (1) year whenever it finds that the student brought a firearm to school or, while at school or while under the supervision of a school authority, possessed a firearm, as defined in 18 U.S.C. 921(a) (3), unless the Board finds that the punishment should be reduced based upon the circumstances of the incident. Any such finding by the Board shall be in writing. This does not include any circumstance in which a student possessed a firearm while lawfully hunting on school forest land.

The District shall refer any student who brings a firearm (as defined in 18 U.S.C. 921(a)(3)) or a weapon to school to law enforcement.

As required by 20 U.S.C. 7151, the District Administrator will ensure that the following information is sent to the Wisconsin Department of Public Instruction: a copy of this policy; a description of the circumstances surrounding any expulsion(s) for violating the above- stated firearms policy; the name of the school; the number of students expelled; and the types of firearms involved.

Prior to expelling a student, the Board shall provide the student with a hearing. Prior written notice of the hearing must be sent separately to both the student and if the student is a minor, to his/her parent(s) or guardian(s). The notice must be sent at least five (5) days prior to the date of hearing, not counting the date notice is sent. The notice must also satisfy the requirements of Sec. 120.13(1) (c)4, Wis. Stats.

An expelled student or, if the student is a minor, the student's parent(s) or guardian(s) may appeal the Board's expulsion decision to the Wisconsin Department of Public Instruction. An appeal from the decision of the Department may be taken within thirty (30) days to the circuit court for the county in which the school is located.

In the event a student is classified as Homeless, the Building Principal shall consult with the Homeless Coordinator to determine whether the conduct is a result of homelessness. The District will not expel a homeless student for conduct that is caused by the student's homelessness. The Homeless Coordinator will assist the administration and the student's parents or guardians in correcting conduct subject to disciplinary action that is caused by homelessness. If the conduct in question is determined not to be caused by the student's homelessness, the District shall proceed with expulsion proceedings as outlined in this policy.

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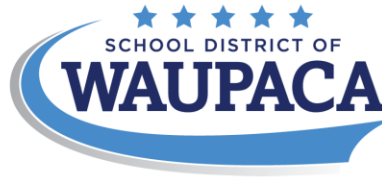
119.25, Wis. Stats.

120.13, Wis. Stats.

18 U.S.C. 921(a)(3)

20 U.S.C. 7151

42 U.S.C. 11431 et seq.



Book	Administrative Guideline Manual
Section	5000 Students
Title	SUSPENSION AND EXPULSION
Code	ag5610
Status	Active
Adopted	October 4, 2022

5610 - **SUSPENSION AND EXPULSION**

The following administrative guideline deals with suspending and expelling students.

A. **Suspension**

1. **Duration and Grounds for Suspension**

The District Administrator or any principal or teacher designated by the District Administrator may suspend a student for up to five (5) school days or, if a notice of expulsion hearing has been sent, for up to fifteen (15) consecutive school days (refer to AG 5605 if the student is eligible for special education services under Chapter 115, Wis. Stats.) if the suspension is reasonably justified and based upon any of the following misconduct:

- a. noncompliance with school rules or Board rules, including rules identifying student conduct that is dangerous, disruptive, or unruly behavior that interferes with the ability of the teacher to teach effectively;
- b. knowingly conveying any threat or false information concerning an attempt or alleged attempt being made or to be made to destroy any school property by means of explosives;
- c. conduct by the student while at school or while under the supervision of a school authority that endangers the property, health, or safety of others;
- d. conduct while not at school or while not under the supervision of a school authority that endangers the property, health, or safety of others at school or under the supervision of a school authority; or
- e. conduct while not at school or while not under the supervision of a school authority that endangers the property, health, or safety of any employee or Board member of the District in which the student is enrolled.

Under paragraphs c, d, and e above, conduct that endangers a person or property includes making a threat to the health or safety of a person or making a threat to damage property.

The District Administrator or any principal or teacher designated by the District Administrator shall suspend a student if the student possessed a firearm as defined in 18 U.S.C. 921(a)(3) while at school or while under the supervision of a school authority.

The suspension period applies to "school days." Thus, a suspension period does not include weekend days or vacation days.

2. **Suspension Procedure**

Prior to being suspended, on the day of the alleged infraction or as soon thereafter as is practicable, the student

must be advised orally or in writing of the reason for the proposed suspension and given an opportunity to explain their conduct (Form 5610 F2).

The principal, within their discretion, may also inform the student's parents of the reason for the proposed suspension prior to suspending the student (Form 5610 F2).

3. Notice of Suspension

The parent of a suspended minor student shall be given prompt written notice of the suspension and the reason for the suspension by mail and by sending a copy of the notice home with the student. Oral notice may also be given to the student's parent; however, it must be confirmed in writing (Form 5610 F3).

4. Sending a Student Home on the Day of the Suspension

Generally, the student should remain in school on the day of the suspension until school is dismissed for the day. Except as provided below, if the situation requires that the student be removed from the premises before school is dismissed, the principal shall attempt to contact the student's parent to request that the parent pick up the student or authorize release of the student on their own at the high school level. If the parent is unable to pick up the student, or if the student is not authorized to leave on their own, the student should remain under the school's supervision until school is dismissed, or in the event law enforcement is involved, under law enforcement supervision.

5. Opportunity to Complete School Work

A suspended student shall not be denied the opportunity to take any quarterly, semester, or grading period examinations or to complete course work missed during the suspension period. Such work shall be completed pursuant to the procedures established by the Board.

6. Reference to the Suspension in the Student's Record

The student's suspension from school shall be entered in the student's record as required by the rules adopted by the Board concerning the content of student records.

The suspended student or the student's parent may, within five (5) school days following the commencement of the suspension, have a conference with the District Administrator or designee, who shall be someone other than a principal, administrator, or teacher in the suspended student's school, to discuss removing reference to the suspension from the student's records.

Reference to the suspension in the student's school record shall be removed if the District Administrator finds that:

- a. the student was suspended unfairly or unjustly;
- b. the suspension was inappropriate, given the nature of the alleged offense; or
- c. the student suffered undue consequences or penalties as a result of the suspension.

The District Administrator shall make their finding within fifteen (15) calendar days of the conference.

7. Co-Curricular or Extra-Curricular

A student's participation in co-curricular or extra-curricular activities during a suspension shall be determined on a case-by-case basis. Conduct resulting in a suspension that is also a violation of the student code of conduct shall be referred for application of the code of conduct consistent with those procedures.

B. Expulsion

1. Grounds for Expulsion

The Board may expel a student only when it is satisfied that the interest of the school demands the student's expulsion and it finds that the student:

- a. repeatedly refused or neglected to obey the rules established by the School District;

- b. knowingly conveyed or caused to be conveyed any threat or false information concerning an attempt or alleged attempt being made or to be made to destroy any school property by means of explosives;
- c. engaged in conduct while at school or while under the supervision of a school authority that endangered the property, health, or safety of others;
- d. engaged in conduct while not at school or while not under the supervision of a school authority that endangered the property, health, or safety of others at school or under the supervision of a school authority or endangered the property, health, or safety of any employee or Board member of the School District in which the student is enrolled; or
- e. was at least sixteen (16) years old and had repeatedly engaged in conduct while at school or while under the supervision of a school authority that disrupted the ability of school authorities to maintain order or an educational atmosphere at school or at an activity supervised by a school authority and that such conduct did not otherwise constitute grounds for expulsion.

Under this section, conduct that endangers a person or property includes threatening the health or safety of a person or threatening to damage property.

2. Expulsion for Bringing a Firearm to School or for Possessing a Firearm at School

The Board shall expel a student from school for not less than one (1) year whenever it finds that the student brought a firearm to school or, while at school or while under the supervision of a school authority, possessed a firearm, as defined in 18 U.S.C. 921(a)(3), unless the Board finds that the punishment should be reduced based upon the circumstances of the incident. Any such finding by the Board shall be in writing.

3. Expulsion Hearing

Prior to expelling a student, the Board shall provide the student with a hearing.

a. Notice of the Hearing

Prior written notice of the expulsion hearing must be sent separately both to the student and their parent(s) if the student is a minor; otherwise just to the student.

The notice must be sent at least five (5) calendar days prior to the date of hearing. In counting the number of days, the day the notice is sent is excluded.

The notice must include the following information:

1. the specific grounds upon which the expulsion proceeding is based, pursuant to State Statute;
2. the particulars of the student's alleged conduct, including the approximate date and location of the conduct;
3. the time and place of the hearing;
4. that the Board will keep written minutes of the hearing;
5. that the hearing may result in the student's expulsion;
6. that the student's, or the student's parent if the student is a minor, have the right to request a closed hearing or the Board may choose to close the hearing under Wis. Stat. section 19.85(1)(f);
7. that the student and, if the student is a minor, the student's parent may be represented at the hearing by counsel;
8. that the administration intends to present witnesses at the hearing with knowledge of the alleged conduct;
9. that the parties shall have the right to cross-examine witnesses and to present such evidence and witnesses as deemed appropriate;
10. that in considering whether to expel the student and if so, for what period of time, the Board may

also consider the student's complete disciplinary and academic records;

These student records are available for the student and parent to review as outlined in Sec. 118.125, Wis. Stats.

11. if the student is expelled, the Board will determine the length of the expulsion period, which may extend at a maximum to the student's 21st birthday;
12. if the Board orders the expulsion of the student, the School District clerk shall mail a copy of the order to the student and, if the student is a minor, to the student's parent;
13. if the student is expelled by the Board, the expelled student or, if the student is a minor, the student's parent may appeal the Board's decision to the Wisconsin Department of Public Instruction;
14. if the Board's decision is appealed to the Department of Public Instruction, within sixty (60) calendar days after the date on which the Department receives the appeal, the Department shall review the decision and shall, upon review, approve, reverse, or modify the decision;
15. the decision of the Board shall be enforced while the Department of Public Instruction reviews the Board's decision;
16. an appeal from the decision of the Department of Public Instruction may be taken within thirty (30) calendar days to the circuit court for the county in which the school is located; and
17. the State statutes related to student expulsion are Secs. 119.25 and 120.13 (1), Wis. Stats. (Form 5610 F6)

b. Hearing Procedures

The procedures for the expulsion hearing shall be as follows:

1. The hearing shall be closed.
2. The student and, if the student is a minor, the student's parent may be represented at the hearing by counsel.
3. A quorum of the Board shall be present at the hearing.
4. The Board shall keep written minutes of the hearing.
5. The parties shall have the right to cross-examine witnesses and to present such evidence and witnesses as deemed appropriate.
6. The student should be advised of their rights and the procedures to be followed during the hearing.
7. The Administration's burden is to prove the allegations against the student by a preponderance of the evidence.

c. Expulsion Order

The Board shall reduce its decision to writing in the form of a written order. If expulsion is ordered, the order must state the length of time that the student is to be expelled. The order should also state specific findings of fact and conclusions of law in support of the decision (Form 5610 F7).

d. Post-Hearing Procedures

The following post-hearing procedures shall be followed:

1. If the Board orders the expulsion of the student, the School District clerk shall mail a copy of the order separately to the student and their parent(s) if the student is a minor; otherwise just to the student.
2. If the student is expelled by the Board, the expelled student or, if the student is a minor, the student's parent may appeal the Board's decision to the Wisconsin Department of Public Instruction.

3. If the Board's decision is appealed to the Department of Public Instruction, within sixty (60) calendar days after the date on which the Department receives the appeal, the Department shall review the decision and shall, upon review, approve, reverse, or modify the decision.
4. The decision of the Board shall be enforced while the Department of Public Instruction reviews the Board's decision.
5. An appeal from the decision of the Department of Public Instruction may be taken within thirty (30) calendar days to the circuit court for the county in which the school is located.

4. Student Records

The student's expulsion from school shall be entered in the student's record as required by the rules adopted by the Board concerning the content of student records.

5. Services During Expulsion

No school board is required to enroll a student during the term of their expulsion from another school district. Notwithstanding Sections 118.125 (2) and (4), if a student who has been expelled from one (1) school district seeks to enroll in another school district during the term of their expulsion, upon request, the school board of the former school district shall provide the school board of the latter school district with a copy of the expulsion findings and order, a written explanation of the reasons why the student was expelled, and the length of the term of the expulsion.

6. Conditional Early Reinstatement

"Early reinstatement" means the reinstatement to the school of an expelled student before the expiration of the term of expulsion specified in the student's expulsion order.

"Early reinstatement condition" means a condition that a student is required to meet before early reinstatement may be granted or a condition that a student is required to meet after early reinstatement but before the expiration of the term of expulsion specified in the student's expulsion order.

- a. A Board, independent hearing panel, or independent hearing officer may specify one (1) or more early reinstatement conditions in the expulsion order. Early reinstatement conditions must be related to the reasons for the student's expulsion.

- b. Conditional Early Reinstatement Appeal Rights

If the expulsion order is issued by an independent hearing panel or independent hearing officer:

1. The student or the student's parent must be informed of their right to appeal the determination regarding whether an early reinstatement condition specified in the expulsion order is related to the reasons for the student's expulsion to the Board. The appeal must be taken within fifteen (15) calendar days of the issuance of the expulsion order by the independent hearing panel or officer.
2. The decision of a school board regarding that determination is final and not subject to appeal.

- c. Satisfaction of Early Reinstatement Conditions

The District Administrator or designee, who shall be someone other than a principal, administrator, or teacher in the student's school, has sole discretion to determine whether a student has met the early reinstatement conditions that were required to be met before early reinstatement will be granted.

1. If the District Administrator or designee determined the early reinstatement conditions have been met, they may grant the student early reinstatement.
2. The determination of the District Administrator or designee regarding the satisfaction of early reinstatement conditions is final.

- d. Early Reinstatement Revocation

If a student violates an early reinstatement condition that the student was required to meet after being granted early reinstatement but before the expiration of the term of expulsion, the District Administrator or a principal or teacher designated by the District Administrator

Revocation Process

Before revoking the student's early reinstatement, the District Administrator or designee shall do all of the following:

1. advise the student of the reason for the proposed revocation, including the early reinstatement condition alleged to have been violated;
2. provide the student with an opportunity to present an explanation of the alleged violation;
3. make a determination that the student violated the early reinstatement condition and that revocation of the student's early reinstatement is appropriate; and
4. if the District Administrator or designee revokes the student's early reinstatement, the District Administrator or designee shall give prompt written notice of the revocation and the reason for the revocation, including the early reinstatement condition violated, to the student and, if the student is a minor, to the student's parent.

e. Term of Expulsion Following Revocation

If a student's early reinstatement is revoked the student's expulsion shall continue to the expiration of the term of the expulsion specified in the expulsion order unless the student or, if the student is a minor, the student's parent and the Board, independent hearing panel or independent hearing officer agree, in writing, to modify the expulsion order.

f. Revocation Decision Appeal Rights

Within five (5) school days after the revocation of a student's early reinstatement the student or, if the student is a minor, the student's parent may request a conference with the District Administrator or designee, who shall be someone other than a principal, administrator or teacher in the student's school.

1. If a conference is requested, it shall be held within five (5) school days following the request.
2. If, after the conference, the District Administrator or designee finds that the student did not violate an early reinstatement condition or that the revocation was inappropriate, the student shall be reinstated to school under the same reinstatement conditions as in the expulsion order and the early reinstatement revocation shall be expunged from the student's record.
3. If the District Administrator or designee finds that the student violated an early reinstatement condition and that the revocation was appropriate, a written decision shall be issued and mail separate copies of the decision to the student and, if the student is a minor, to the parent.

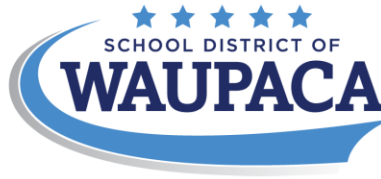
The decision of the District Administrator or designee is final as to an appeal of the decision to revoke early reinstatement.

C. Referral to Law Enforcement

The District shall refer any student who brings a firearm (as defined in 18 U.S.C. 921(a)(3)) or a weapon to school to law enforcement.

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Legal	119.25, Wis. Stats.
	120.13, Wis. Stats.
	175.32, Wis. Stats.
	18 U.S.C. 921(a)(3)
	20 U.S.C. 7151



Book	Policy Manual
Section	9000 Relations
Title	TRANSFER STUDENT ADMISSIONS FROM HOME BASED PRIVATE OR PRIVATE SCHOOL PROGRAM
Code	po9270.01
Status	Active
Adopted	November 9, 2021

9270.01 - **TRANSFER STUDENT ADMISSIONS FROM HOME-BASED PRIVATE OR PRIVATE SCHOOL PROGRAM**

The School District of Waupaca recognizes Home Based education and Private education as legal options under Wisconsin Statutes 118.15(4) and 118.165(1)(2).

The following provisions set for the procedures for entry into the Waupaca Schools from a Home-Based or Private School.

A. Placement Criteria

1. Students entering the school district from a home-based private educational program or private school shall be required to provide any available academic information and may be required to take appropriate academic tests to assist in making a placement.
2. Factors used to determine grade placement shall include, but not be limited to, the following:
 - a. number of months/years in home-based instruction
 - b. score(s) on selected achievement test(s)
 - c. chronological age
 - d. social maturity
 - e. teacher/counselor observation

NOTE: Students with disabilities shall be referred for evaluation and mandated procedures followed.

B. Placement Recommendation

A school administrator or designee shall meet with the parents of the child, or the student if age eighteen (18) or older, and discuss the placement recommendation with them. The placement recommendation will be in writing and a copy placed in the student's records.

C. Transcripts and Grades, and Credits

1. Courses taken while in a home-based private school program will be recorded on the student's permanent record card and/or high school transcripts with a notation that they were taught as part of a home-based instructional program, but grades will not be listed for any of those courses. Grades and grade point average from home-based instruction will not be used for determining class rankings. However, the school principal may, at his/her discretion and based on the academic rigor as determined by the curriculum and any other records deemed necessary, determine which credits may be applied towards graduation requirements.

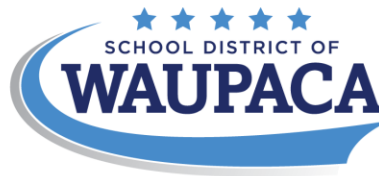
2. Courses taken while in a private school program will be recorded on the student's permanent record card and/or high school transcripts with a notation that they were taught as part of a private school instructional program. Grades and grade point average from private school programs may be used for determining class rankings. The school Principal may, at his/her discretion and based on the academic rigor as determined by the curriculum and any other records deemed necessary, determine which grades will be used for determining class ranking and which credits may be applied toward graduation requirements.

D. Probationary Period and Appeals

1. Each student placed in the Waupaca School District from a home-based private or private school program will have a forty-five (45) school day probationary period during which time the student will be expected to achieve academically at a satisfactory level and demonstrate appropriate social and educational interaction with his/her peers. If at the end of this period, the school officials determine the placement needs to be revised, the Principal shall make a placement revision recommendation within fifteen (15) school days of the end of the probationary period. The revision placement will utilize the procedure in regulation (2) Placement Recommendation.
2. In the event that there is an appeal on behalf of the student regarding the placement of the child, a written appeal may be made to the Waupaca School Board within ten (10) days of the placement decision. The decision of the School Board will be final.

E. High School Diploma

1. A Waupaca High School diploma shall not be given to students from a home-based school who have not met the graduation requirements and who have not attended Waupaca High School for a minimum of four (4) full semesters, one of which must be the final or eighth semester.
2. A student transferring from a private school program is eligible for a diploma from Waupaca High School only if s/he has enrolled on or on or before the first day (as shown on the school calendar) of school of the senior year and is in attendance as a full-time student for both semesters of the senior year prior to graduation.


APPENDIX 7

Book	Policy Manual
Section	1000 Administration
Title	NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Code	po1422
Status	Active
Adopted	March 16, 2021

1422 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Board does not discriminate in the employment of administrative staff on the basis of the Protected Classes of race, color, national origin, age, sex (including transgender status, change of sex, sexual orientation, or gender identity), pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters, or any other characteristic protected by law in its employment practices.

District Compliance Officers

The Board designates the following individuals to serve as the District's "Compliance Officers" (hereinafter referred to as the "COs").

Laurie Schmidt
 Director of Student Services
 E2325 King Road
 Waupaca, WI 54981
 715.258-4124
 lschmidt@waupacaschools.org

Mark Flaten
 Director of Teaching & Learning
 E2325 King Road
 Waupaca, WI 54981
 715.258-4121
 mflaten@waupacaschools.org

The names, titles, and contact information of these individuals will be published annually:

- A. in the staff handbooks.
- B. on the School District's website.

The COs are responsible for coordinating the District's efforts to comply with the applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, retaliation, or denial of equal access. The COs shall also verify that proper notice of nondiscrimination has been provided for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination in Employment Act of 1975, and the Genetic Information Nondiscrimination Act (GINA) to students, their parents, staff members, and the general public.

Reports and Complaints of Discrimination and Retaliation

Employees are expected to promptly report incidents of discrimination and/or retaliation to an administrator, supervisor, or other supervisory employees so that the Board may address the conduct. Any administrator, supervisor, or other supervisory employees who receive such a complaint shall file it with the CO at his/her first opportunity, but no later than two (2) business days.

Employees who believe they have been discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint will not adversely affect the complaining individual's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The COs will be available during regular school/work hours to discuss concerns related to discrimination/retaliation. COs shall accept complaints of discrimination/retaliation directly from any member of the School District community (District employees, students, parent(s), and member of the Board), a resident of the District, or a visitor to the District. Upon receipt of a complaint, either directly or through a school building administrator, a CO will begin an investigation, or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to any person who files a complaint. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Board employee who directly observes discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Board employee who observes an act of discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO must contact the employee within two (2) business days to advise him/her of the Board's intent to investigate the alleged wrongdoing.

Investigation and Complaint Procedure (See Form 1422 F2)

Any employee who believes that s/he has been subjected to discrimination or retaliation may seek resolution of his/her complaint through the procedures described below. The complaint procedures involve an investigation of the individual's claims and a process for rendering a decision regarding whether the charges are substantiated.

Once the complaint process begins, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of discrimination or retaliation with the United States Department of Education Office for Civil Rights, the Wisconsin Equal Rights Division, or the Equal Employment Opportunity Commission ("EEOC").

Complaint Procedure

An individual who believes s/he has been subjected to discrimination/retaliation (hereinafter referred to as the "Complainant"), may file a complaint, either orally or in writing, with a Principal, the CO, District Administrator, or other supervisory employees. Any complaint received regarding the District Administrator or a Board member shall be referred to the Board's legal counsel, who shall assume the role of the CO for such complaints. Additionally, if the complaint is regarding a CO, the complaint shall be reported to the District Administrator, who shall assume the role of CO for such complaints.

Due to the sensitivity surrounding complaints of discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a Principal, District Administrator, or other supervisory employees, either orally or in writing, about any complaint of discrimination or retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process, the CO should keep the parties informed of the status of the investigation and the decision-making process.

All complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, the discriminatory/retaliatory conduct; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the person who allegedly engaged in the misconduct. In making such a determination, the CO should consult the Complainant to assess his/her position to the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions s/he deems appropriate in consultation with the District Administrator.

Within two (2) business days of receiving the complaint, the CO will initiate an investigation to determine whether the Complainant has been subjected to discrimination/retaliation.

Simultaneously, the CO will inform the individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent"), that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including this Policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint.

The investigation will include:

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations, as determined by the CO;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations, as determined by the CO.

At the conclusion of the investigation, the CO shall prepare and deliver a written report to the District Administrator that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to discrimination/retaliation. The CO's recommendations must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used.

The CO may consult with the Board's legal counsel during the investigatory process and before finalizing the report to the District Administrator.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO, the District Administrator must either issue a final decision regarding whether the charges have been substantiated or request further investigation. A copy of the District Administrator's final decision will be delivered to both the Complainant and the Respondent.

If the District Administrator requests additional investigation, the District Administrator must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the District Administrator must issue a final written decision as described above.

If the District Administrator determines the Complainant was subjected to discrimination/retaliation, s/he must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, effective, and tailored to the specific situation.

A Complainant or Respondent who is dissatisfied with the final decision of the District Administrator may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the District Administrator's final decision. In an attempt to resolve the complaint, the Board shall review the findings and may meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of its decision. The decision of the Board will be final.

The Board reserves the right to investigate and resolve a complaint or report of discrimination/retaliation regardless of whether the employee alleging the misconduct pursues the complaint. The Board also reserves the right to have the complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other

remedies. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The Board will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants will be advised that their identities may become known to the Respondent(s) through the investigation process.

During the course of an investigation, the CO will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that s/he learns and/or provides during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against discrimination by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law. When imposing discipline, the District Administrator shall consider the totality of the circumstances involved in the matter. In those cases where discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies and/or the Employee Handbook.

Where the Board becomes aware that a prior remedial action has been taken against an employee, all subsequent sanctions imposed by the Board and/or District Administrator shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging discrimination/retaliation, or participates as a witness in an investigation is prohibited. Specifically, the Board will not retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made by any Federal or State civil rights law, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised their rights, aided or encouraged any other person in the exercise of any right granted or protected by those laws.

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of discriminatory practices. The District Administrator shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District staff where appropriate. All training, as well as all information provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

- A. all written reports/allegations/complaints/statements;
- B. narratives of all verbal reports, allegations, complaints, and statements collected;
- C. a narrative of all actions taken by District personnel;
- D. any written documentation of actions taken by District personnel;
- E. narratives of, notes from, or audio, video, or digital recordings of witness statements;
- F. all documentary evidence;
- G. e-mails, texts, or social media posts pertaining to the investigation;
- H. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

- I. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;
- J. dated written determinations to the parties;
- K. dated written descriptions of verbal notifications to the parties;
- L. written documentation of any interim measures offered and/or provided to Complainants, including no contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt; and
- M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal

- 111.31 et seq., Wis. Stats.
- 111.335(d)(2), Wis. Stats.
- 118.195, Wis. Stats.
- 118.20, Wis. Stats.
- Fourteenth Amendment, U.S. Constitution
- 20 U.S.C. Section 1681, Title IX of Education Amendment Act
- 20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974
- 20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act
- 42 U.S.C. 6101 et seq., Age Discrimination Act of 1975
- 42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended
- 34 C.F.R. Part 110 (7/27/93)
- 42 U.S.C. 2000e et seq., Civil Rights Act of 1964
- 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
- 29 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended
- 29 C.F.R. Part 1635

APPENDIX 8

Legislative Fiscal Bureau summary of statutes in chapters 115-121 that apply to charter schools

State statute 118.40(7)(b) provides that, "except as otherwise explicitly provided, chs. 115 to 121 do not apply to charter schools."

The Wisconsin Legislative Fiscal Bureau provided this summary in the January 2017 document titled, *Charter Schools - Informational Paper 27*, pages 7-8:

Charter School Requirements.

Charter schools are subject to all federal laws governing education, including the Elementary and Secondary Education Act and the Individuals with Disabilities Education Act. Unless specified in statute, charter schools are not subject to the provisions of Chapters 115 through 121 of the Wisconsin Statutes, which are generally the provisions that govern K-12 education. Charter schools are required to:

- a. Administer state standardized pupil assessments, including the civics assessment required for high school graduation, to pupils in the required grade levels.
- b. Adopt pupil academic standards in mathematics, science, reading and writing, geography, and history.
- c. Develop and enforce a policy specifying criteria for promoting a pupil from 4th grade to 5th grade, from 8th grade to 9th grade, and for granting a high school diploma. A charter school cannot promote a pupil from 4th to 5th grade or from 8th grade to 9th grade unless the pupil satisfies the promotion criteria, and cannot grant a high school diploma unless the pupil has satisfied these criteria.
- d. Be included in a school district's annual school performance report, DPI school accountability reports, and the statewide student information system.
- e. Participate in the DPI educator effectiveness evaluation system or an alternative process in accordance with DPI administrative rule.
- f. Assess pupils in pupils enrolled in four-year-old kindergarten through second grade for reading readiness.
- g. Provide to the parent of each enrolled pupil a list of the educational options available to children who reside in the pupil's resident school district.
- h. Ensure that all of the school's instructional staff hold a license or permit to teach issued by DPI.

The Department has promulgated an administrative rule defining "instructional staff" to mean all professional employees who have direct contact with students or with the instructional program of the school, including teachers, librarians, pupil services staff and administrative staff who supervise licensed staff.

In addition, DPI has established, by rule, a charter school instructional staff license. This license may be issued to an individual who holds a valid Wisconsin teaching license issued by DPI, and authorizes that individual to teach any grade or any subject outside his or her teaching license in a non-virtual charter school. An individual assigned to teach a core academic subject in a non-virtual charter school must verify that he or she has done one of the following: (a) completed a major or minor from a regionally-accredited institution in the assigned core academic subject; (b) passed a content knowledge exam prescribed by DPI in the core academic subject; or (c) demonstrated knowledge and competence in the

assigned core academic subject based on an assessment process approved by DPI. An individual assigned to teach a subject that is not considered a core academic subject is eligible for this license without verification of those criteria. A charter school instructional staff license has the same term as the applicant's valid initial or professional teaching license. The license term for those holding a master educator or life license may not exceed five years.

A one-year charter school instructional staff license may be issued to an applicant who holds a valid teaching license but has not demonstrated content knowledge in a core academic subject area. The license may be issued for any assigned grade level and any assigned subject in a non-virtual charter school. To receive this one-year license, a district administrator or designated official of the employing school district or charter school must request a license on behalf of the applicant following a search for a qualified, licensed individual. This license is renewable for one-year periods if the applicant is making adequate progress toward eligibility for the charter school instructional staff license with verification that he or she has earned six semester credits each licensure term toward a content minor in his or her assigned teaching area until such time that one of the three criteria listed above for the license has been completed.

Under 2013 Act 20, DPI is required to grant a three-year charter school teaching license to any person who has a bachelor's degree and demonstrates, based upon criteria established by DPI, that the person is proficient in the subjects that he or she intends to teach. The license authorizes the person to teach those subjects in a charter school, and is valid for three years and renewable for three-year periods. Under DPI rule, an applicant must demonstrate proficiency by verifying, for their assigned academic subjects, one of three criteria listed above for the charter school instructional staff license.

Pupil Rights. No pupil may be required to attend a charter school without the approval of his or her parents or legal guardian, or the pupil's approval if the pupil is an adult.

Transportation. Charter schools are not required, under current law, to provide transportation for their pupils. Similarly, the law does not specifically include charter pupils among the pupils that school districts are required to transport. However, if the parties agree, then the contract between a charter school and school board or an independent charter school authorizer may provide for the transportation of charter school pupils.