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**JOINT SCHOOL BOARD-GOVERNANCE COUNCIL
CHARTER SCHOOL CONTRACT COMMITTEE MEETING MINUTES
October 10, 2023 – 3:45 p.m.
Waupaca High School Community Room and [Live Stream](#)**

Welcome and Call to Order:

The meeting was called to order by Committee Chairperson Dale Feldt at 3:45 p.m.

Roll Call:

Present in the WHS Community Room: Chairperson Dale Feldt and Committee members Betty Manion, Steve Klismet, and Autumn Beese, as well as Board member Ron Brooks.

Excused: Committee members Megan Sanders, Becky Lange, and Sandy Robinson.

Also Present:

Present in the WHS Community Room: Ron Saari, Mark Flaten, Sandy Lucas, and Carrie Naparalla.

Approval of Agenda:

A motion was made by Betty Manion and seconded by Steve Klismet to approve the agenda as presented. The motion carried unanimously on a voice vote.

Review of Committee Meeting Norms and Commitments:

The Committee reviewed their collective norms and commitments.

Review and Revise Draft Multi-Year Contract:

Section 4.2:

This section was split into two separate sections – Adjusted Policies (six of them) and Waived Policy (one of them), and it was rewritten to avoid problems with copyright laws with NEOLA policies. The Committee agreed with the revisions.

Section 5.6:

Chairperson Feldt advised that although most of this language was copied from the WRCCS model contract, he and others had several questions (ex. what happens if the property is sold? where do those funds go? does the GC have the authority to sell (ex. dock/launch), etc.). He had contacted Sarah Hackett of WRCCS and is awaiting her response.

Committee member Autumn Beese advised that the GC had not discussed this in detail, but they will probably want to consult with legal counsel. She advised that funds were designated specifically for the kayak program and a private group donated funds for the launch, but the dock itself is school property. CEC works with the SDW Building and Grounds and Maintenance Departments regarding the upkeep.

Some concerns were raised regarding who is responsible if the dock is destroyed. Director of Teaching and Learning Mark Flaten emphasized that is why it is important to use and follow the SDW fundraising form so in the long term we know who is responsible for what. [Board Policy](#)

[7415 Planning for Building and Grounds Construction and Renovation](#) sets out the process and includes the [Request for District Property Alteration Form](#). Mr. Feldt added that fundraising should be done using District forms so there is organization and it is not duplicated. It was pointed out that the items were donated for our students to use.

CEC Administrator Carrie Naparalla reminded everyone that it is important to not separate CEC from SDW; it is a public charter school and is an instrumentality of the District. She provided an example relating to the Suzuki instruments – CEC may want to sell some of the bass instruments because they are not being used to purchase additional violins, violas, and cellos.

Mr. Flaten reiterated that it needs to be spelled out that if CEC, Inc. disbands and closes, what goes and what stays, particularly for long term planning purposes. In addition, we have to be careful with items donated by private citizens and additional costs and/or maintenance that may be associated with those items. It was suggested to have a set policy that if the Charter School is disbanded or closes, a sale of the assets is used to pay off all liabilities and then a certain percentage goes here and a certain percentage goes there.

Mr. Saari shared that other charter schools in the state have closed, so Sarah Hackett should be able to provide the Committee with some feedback. Articles 8 and 9 of the WRCCS model contract reference termination of the contract but do not get into the details of what to do with the assets. The only difference between Articles 8 and 9 is who is terminating the contract, the SDW or GC. It was pointed out that Section 8.2d references the designation of an independent trustee so who would that be.

Chairperson Feldt advised that none of this was in the one-year contract but it is in the WRCCS model contract.

The Committee agreed to put this on hold until Mr. Feldt hears back from Sarah Hackett and/or legal counsel regarding applicable laws.

Section 5.10:

Most of this language was copied from the WRCCS model contract except for the members of the advisory committee. Mr. Flaten pointed out that it is important to note that Sections 5.8, 5.9, and 5.10 go together and should not be taken in isolation of each other, but they also cannot be combined into one section. This is just a formality for the “what ifs”, and obviously conversations would take place.

Discussion was had regarding the meaning of “the parties” as well as the members of the advisory committee. In the end the Committee agreed that a separate advisory committee was not necessary, but instead the matter would have to be brought before the appropriate SDW Administrator and District Administrator who would then convene the appropriate SDW Board committee meeting.

It was suggested that a minimum dollar amount be set that it would need to reach before it comes before the Board. Ms. Naparalla suggested that it be set at more than \$5,000 because she cannot shift anything more than that.

The Committee agreed with the rewritten language as discussed.

Section 5.11:

The Committee agreed with this language which was taken from the WRCCS model contract and GC contract.

Sections 5.12, 5.13, 5.14, 5.15, 5.16, 5.17, 5.18, and 5.19:

A vast majority of this language was copied from the WRCCS model contract. However, the language in Section 5.17 was slightly revised and applicable Board policies were listed in Section 5.18.

The Committee agreed with all of these sections as proposed. Therefore, since GC Section 6.5 is now Section 5.16, the Committee agreed that it could be deleted.

Article 6 Joint Responsibilities of the Parties:

All of Article 6 was copied from the WRCCS model contract.

Section 6.1:

The Committee agreed to delete the stricken language.

Section 6.1a:

The Committee agreed with the revisions made to make it easier to read and understand.

Section 6.1b:

There was some concern raised regarding third party requests relating to pupil records. But the Committee agreed with the language as written.

Next Meeting:

The Committee will start with Section 6.2 at its next meeting.

Adjournment:

A motion was made by Steve Klismet and seconded by Betty Manion to adjourn the meeting at 5:05 p.m. The motion carried unanimously on a voice vote.