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**JOINT SCHOOL BOARD-GOVERNANCE COUNCIL  
CHARTER SCHOOL CONTRACT COMMITTEE MEETING MINUTES  
December 12, 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, Sandy Robinson, and Autumn Beese. Additionally Board member Ron Brooks was present (arrived at 4:12 p.m.).

Excused: Committee members Megan Sanders and Becky Lange.

**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 Sandy Robinson 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:**

Committee Chairperson Dale Feldt advised that after getting through Section 11 of the GC redline contract today, the Committee will be locating the required Benchmarks within the contract at the next meeting. They will start with the Benchmarks from WRCCS first and then look at the rest of them. The Committee will continue to meet every year to review the contract and keep communication going to see what is working and what is not working.

Mr. Feldt also advised that the Committee will clean this contract up as much as possible today. Director of Teaching and Learning Mark Flaten advised that he went through the document earlier today to make the formatting consistent throughout.

**Section 5.17:**

Committee member Sandy Robinson advised that this section was reviewed at the last Governance Council meeting and relates to the budget provided by the SDW to CEC. She was concerned that if they are spending dollars, they need to know what belongs to CEC and what belongs to the SDW. She shared the invitation to the annual Gala pointing out the language at the beginning of the invitation which was drafted by Mr. Flaten, giving notice that the GC will designate where those funds go.

Mr. Feldt reminded the GC to be sure and put things on the school calendar so other schools are aware and do not schedule an activity/event over something else; communication is key.

Mrs. Robinson advised that the GC did review the policies listed and are OK with them. However, she questioned the last sentence in paragraph 1a, wondering if CEC can take ownership of the funds. Mr. Flaten cautioned that they need to be careful to not take a sentence out of a paragraph but instead to read it in its totality. He added that since it is a 501(c)(3), CEC does not need to be concerned as the SDW cannot seize the funds in there; dollars raised to support CEC are for CEC.

Discussion continued regarding the language in paragraphs 1 and 1a. Since the Committee determined that the last sentence of paragraph 1a was redundant, it agreed to strike it.

Mrs. Robinson questioned the need for the first sentence in the last paragraph because the 501(c)(3) has regulations that protect CEC as well as the SDW.

The Committee ultimately agreed with the language as it was revised.

Sections 5.20, 5.21, and 6.2:

This language was moved from Sections 9.8 and 9.12 of the GC redline contract, and Mrs. Robinson had wanted to review the old sections before deleting them. It was now agreed by everyone to delete the stricken language in the GC redline contract and remove the green highlighting.

Section 7.2:

This language was taken from Section 12.2 of the GC redline contract regarding the annual authorizer report and Mrs. Robinson shared that the language originally came from the Benchmark. The Committee agreed with the language.

The Committee also agreed to delete the stricken language in the GC redline contract which had been moved to other sections throughout the contract per previous discussions.

Articles 8 and 9:

The Committee needs to wordsmith a sentence that should be added at the beginning of both of these articles regarding the partnership mentality this contract is rooted in and that revocation only comes after clear and frequent communications.

Sections 8.2e and 9.2c.:

This language was taken from Section 12.4 of the GC redline contract and added in both of these places, which was agreed to by the Committee. It was noted that this does include open enrolled students.

Section 11.1 of the GC Redline Contract:

This relates to the term of the contract and is on page 1 as well as in Section 10.1 (which was copied from the WRCCS model contract). The GC wanted a five year contract term and the SDW was looking at two years (which it had originally indicated during the discussions of the renewal of the one-year contract). Mr. Feldt added that a shorter contract forces the parties to communicate/renew their commitments to each other as everyone who has worked on this contract may not be here during the next review. But no one needs to be concerned as the SDW is committed to keeping the school going.

Mrs. Robinson preferred a five-year contract and pointed out that the authorizer report monitors certain areas of the contract and the GC is disciplined enough to meet when required. Several of the other Committee members agreed, and felt that parents and employees need the stability of knowing that the school will be viable for a longer period of time.

Committee member Ron Brooks suggested a rolling contract so that it would never have an expiration date but still require the parties to have a meeting every year; there would always be two years in front of them. Mrs. Robinson advised that the DPI will not allow that. Mr. Saari suggested, as a workaround, that perhaps at the one year mark they add another year. But Mrs. Robinson again advised that the DPI will not allow that either.

A question was raised whether just having the one-year contract added any concern to parents this year, and it was noted that enrollment was not affected nor was any staff lost this year with the one-year contract. In the end, you cannot guarantee it anyway; it is a false sense of security. However, Mrs. Robinson was concerned that funding agencies may not grant funds to a school that has a shorter contract. Mr. Flaten added that he does not believe parents ask to see or even look at the contract, and does not know of any companies wanting to see the contract before offering any funding and/or grants. Committee member Betty Manion believed that there was no reaction by parents to the one-year contract because they knew conversations were taking place to extend it. Mr. Feldt pointed out that the SDW has shown to parents and to employees its commitment to CEC with the work that has been put in over the past year, and reiterated that they do not want to shut the school down.

Chairperson Feldt asked the Committee if the contract term has to be five years. Mrs. Robinson and others suggested four years.

Mrs. Robinson also suggested that perhaps language should be added in the contract that requires the parties to meet to review the contract on a certain date or time period. The Committee discussed the timing of that meeting as it relates to the deadline date for submittal of the contract to the DPI. The Committee agreed to add Section 10.1A requiring the parties to meet annually to review the contract.

After some further discussion, the Committee agreed on a four-year contract with the additional language requiring an annual review and, therefore, agreed with the language in Sections 10.1 and 10.1A as now written.

Section 11.2 of the GC Redline Contract:

This language was moved to Section 10.3 and was agreed to by the Committee.

Remainder of Article 11 of the GC Redline Contract:

All of this language was previously discussed in other sections in the contract so the Committee agreed the stricken language could be deleted.

Section 12.1 of the GC Redline Contract:

This language was moved to Section 3.5Ce as Measurable #5. There was some discussion on the meaning of “budget plan” in subparagraph (iii). Mrs. Robinson thought it could mean for the upcoming school year so it was revised to indicate that. She noted, however, that information may not be ready at the time of reporting the annual report.

Other Sections in Article 12 of the GC Redline Contract:

The other sections in Article 12 were previously moved throughout the contract. Sections 12.3 and 12.4 are now in Section 10; Section 12.2 was moved to Section 7.2, etc. Therefore, the Committee agreed that the stricken language in Article 12 could be deleted.

Chairperson Feldt advised that the remainder of Section 10 is legal language that is required to be in the contract.

Review of the Entire Contract:

The Committee reviewed the contract in its entirety which included cleaning up some language. It also noted that the dates of the contract term will have to be entered in Section 10.1 as well as in the very first paragraph to reflect when the contract is finished and submitted to the DPI. In addition, some minor wordsmithing still needs to be completed and the liability insurance numbers in Section 3.14 need to be updated.

Mr. Flaten noted that he and Administrator Carrie Naparalla need to add course descriptions in Sections 3.4E, F, and G, and the Committee agreed to delete Section 3.4H-Vocal Music.

Article 1: Definitions:

The Committee discussed whether the Definitions should be listed alphabetically or in the order that they appear in the contract. The Committee agreed they should be listed alphabetically.

The Committee reviewed the definition of Autonomy and agreed with its current definition. They also reviewed the definition of Instrumentality and slightly revised it.

The Committee felt the definition of Operational Budget needed clarification. There was some discussion and not everyone agreed to or understood the current language. But due to time constraints, Chairperson Feldt advised that this will need to be finalized at the next meeting.

**Homework:**

Mrs. Robinson suggested that she may have time to work on the Benchmarks before the next meeting.

**Next Meeting:**

The next meeting is scheduled for January 9, 2024, to finalize the definition of Operational Budget, wordsmith some language, as well as go over the Benchmarks.

**Adjournment:**

A motion was made by Ron Brooks and seconded by Betty Manion to adjourn the meeting at 5:13 p.m. The motion carried unanimously on a voice vote.