



Respectful, Responsible, Safe & Prepared

**JOINT SCHOOL BOARD-GOVERNANCE COUNCIL
CHARTER SCHOOL CONTRACT COMMITTEE MEETING MINUTES
March 28, 2024 – 1:00 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 1:01 p.m.

Roll Call:

Present in the WHS Community Room: Chairperson Dale Feldt and Committee members Steve Klismet, Betty Manion, and Sandy Robinson. Additionally, Board member Ron Brooks was present.

Excused: Committee members Megan Sanders, Autumn Beese, 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 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:

Review of Comments and Suggested Revisions Made by SDW Attorney Mark Kapocius:

The Committee was advised that District Administrator Ron Saari and Director of Teaching and Learning Mark Flaten met with the District's attorney, Mark Kapocius, late yesterday afternoon regarding his review of the January/February version of the working contract. Mr. Flaten incorporated Attorney Kapocius' comments/recommendations into the contract for the Committee to review this afternoon.

Mr. Flaten advised that he also reviewed the contract to be sure the references were accurate and corrected any formatting errors. Committee member Sandy Robinson added that she reviewed the Board policies that were revised and did not see that any corrections needed to be made in the contract.

Section 3.2A:

Mrs. Robinson advised that although she recognizes that the SDW Board of Education has the final approval for all CEC hires, she is very concerned with the language that was added in that the SDW could "select" and "assign" an administrator that did not meet the qualifications of the GC, and it seems to be inconsistent with running a charter school. The GC needs to have the autonomy to choose who they want as their administrator, and she preferred the language that was previously written.

Committee Chairperson Dale Feldt advised that this language is only stating that with input from the GC, the SDW Board has the final say on the hiring and that CEC follows the same hiring process as the other buildings. It was pointed out that Sections 3.2 and 3.7 need to mirror each other, and that Section 3.7D is more specific regarding the hiring process.

Mrs. Robinson also disagreed with the added language in Section 3.7D(2) in that the hiring team needs to be led by the GC not the District Administrator, noting that the GC wants District input but the GC needs to have the autonomy to run the school and hire an administrator. The administrator is the CEO of their 501(c)(3). She reiterated that she wanted to keep the original language.

However, Mr. Flaten pointed out that the authorizer has the authority for operating the charter school. The charter school is an instrumentality of the SDW as it is part of the District and not a private charter school. He also noted that he is responsible for the administrator's performance. The language that was added is not about stripping authority or autonomy, but was based on a legal review perspective, and there was a recurring theme by the attorney in his comments/recommendations that the CEC is an instrumentality of the SDW.

Much discussion then ensued regarding the hiring process and who has the authority to do what. Also Mrs. Robinson again reiterated that she does not agree that the SDW Board can select/assign someone, so strongly disagreed with those terms that had been added.

Attorney Kapocius noted that he added the language here even though the hiring process is spelled out in Section 3.7 to be sure there is consistency in the contract language. Mr. Flaten suggested dropping the language in this section but review the language in Section 3.7 to be sure it is consistent.

Despite Mr. Saari's caution to the Committee that this is language that the District's attorney recommended, it agreed to revise the language, with clarification of the hiring process for the administrator in Section 3.7.

Section 3.3B:

Board member Ron Brooks would like the reference to "significant change" to be more specific. However, Mr. Flaten preferred it to be left gray because there is an annual review, and Sections 8 and 9 require further communication. In addition, any change would lead into discussions with the GC to determine if it is a significant change and why. The Committee slightly revised the language.

Section 3.4A:

The Committee agreed with the revision made by Attorney Kapocius.

Section 3.6A:

The Committee reviewed, finalized, and is now in agreement with the language in this section. It was noted that the process for becoming a member of the GC will be described in the revised CEC bylaws which will be added as an appendix to this contract.

As a side note, Mrs. Robinson advised that GC member Megan Sanders submitted her resignation to the GC.

Section 3.6C(13):

Mr. Saari noted that because CEC Inc. does not have any money and it is an instrumentality of the District, any lawsuit would come back to the District. However, Mrs. Robinson pointed out

that this is from the Benchmarks, and CEC Inc./GC could be sued because of its primary purpose being to operate the CEC. The Committee agreed to leave the language as it was originally written.

Section 3.7A:

The Committee revised the proposed language changes made by Attorney Kapocius, as again the hiring process is spelled out in Sections 3.7D(1) and D(2).

Sections 3.7D, 3.7D(1) and 3.7D(2):

The Committee compared the revised language with the language in the model contract. The model contract language refers to working collaboratively, and Mrs. Robinson did not agree with the phrase “selected/assigned by the SDW with input from the GC”.

The Committee revised the language in Section 3.7D to make it more concise, as paragraphs D(1) and D(2) go into detail on the hiring process. It also slightly revised paragraphs D(1) and D(2) to set out the true process and practice, as well as to be consistent with Section 3.2 and other previous sections of the contract, and a redundant statement was deleted.

Section 3.10:

CEC Administrator Carrie Naparalla advised that a significantly larger number of students are going into the lottery this year, including students with siblings. There is no precedent regarding siblings and the lottery. In addition, there is no language regarding students moving into the CEC now at this time, so she is not sure if that is an option. She requested that the lottery language be cleaned up, and include clarification as to what steps need to be taken and how to proceed when unique situations arise. In addition, she requested consideration of when would be a good stopping point of allowing students to get in.

Much discussion then ensued regarding allowing/not allowing students to attend CEC, noting that there is no clear language on how to handle some of the unique situations. In particular, can the CEC turn families away if there is space, or is preference given to in-district or out-of-district families. It was suggested to perhaps change the January 1 deadline to the end of the first semester instead, and to possibly add a closing date as well.

Mr. Flaten recommended that this be taken back to the GC for review and to make the language more concise, easier to understand, and provide clarity when unique situations arise.

Section 3.14:

Director of Business Services Austin Moore will provide the liability limits.

Section 5.17A(2):

Attorney Kapocius recommended that the last phrase be deleted as it holds the Board to the CEC Inc. Articles of Incorporation which is not accurate. In addition, this contract trumps the Articles of Incorporation. The Committee agreed with the deletion.

Section 8:

Because this language is in the contract elsewhere, the Committee agreed to disregard the proposed language by Attorney Kapocius.

Section 8.2B:

As it is stated elsewhere in the contract that the SDW Board and GC will have ongoing conversations, the Committee agreed that it was not necessary to define specific items here as

recommended by Attorney Kapocius. So the Committee agreed to disregard the attorney's comment.

Section 8.2E:

The Committee agreed to disregard Attorney Kapocius' comment, because instead of having a strict timeline, it is important to have ongoing communications.

Section 9.2B(5):

The Committee agreed to disregard Attorney Kapocius' recommendation, because as previously mentioned, conversations will take place.

Homework:

The GC will review and revise the lottery system language found in Section 3.10, as this needs to be completed before the contract can be sent in to the DPI. Mrs. Robinson noted that the GC will be discussing this at their meeting next Friday.

Next Meeting:

At the April 9, 2024, the Committee will review and finalize the updated language in Section 3.10, as well as complete and finalize the Benchmarks.

Adjournment:

A motion was made by Steve Klismet and seconded by Sandy Robinson to adjourn the meeting at 2:37 p.m. The motion carried unanimously on a voice vote.