

School District of River Falls
Educational Program Committee meeting

Monday, January 10, 2022 - 5:00 PM
District Office, 852 E Division Street, River Falls, Wisconsin 54022

Agendas can be viewed at <https://www.rfsd.k12.wi.us/district/school-board.cfm> or at
<https://meetings.boardbook.org/Public/Organization/1447>

1. **CALL TO ORDER - 5:00 p.m. in the District Office.**

2. **MANNER OF PUBLIC NOTIFICATION OF MEETING**

3. **HEARING OF VISITORS OR DELEGATIONS**

4. **Review resolutions to be addressed during the 2022 Wisconsin Association of School Board (WASB) Delegate Assembly on January 19, 2022, and provide the delegate with direction for voting on WASB resolutions** **3**

Description: Each year, the WASB Delegate Assembly votes on proposed amendments and resolutions during its Annual Joint State Convention. Each eligible school district may cast one vote on those resolutions. Alan Tuchtenhagen is the newly appointed delegate to the 2022 convention.

Recommended Action: Provide Delegate, Alan Tuchtenhagen, with direction for voting on WASB resolutions. The Board may give voting direction on an item-by-item basis or on a specific item(s) only or direct the Delegate to vote in the best interest of the School District of River Falls.

5. **Fall Co-Curricular Activities Update** **9**

Description: David Crail, Athletics and Activities Director, will provide committee members with an update regarding Fall 2021 Co-curricular activities as well as future goals and planning for Co-curricular activities in the River Falls School District.

Recommended Action: None, informational only.

6. **Approve the River Falls eSchool Charter School Contract for submission to the Wisconsin Department of Public Instruction** **25**

Description: Jennifer Peterson, Director of Academic Services, will present committee members with the River Falls eSchool Charter School contract for approval. The contract will also be formally approved by the River Falls eSchool Governance Board on January 17, 2022 at the upcoming Governance Board founding meeting.

Recommended Action: Approve the River Falls eSchool Charter School Contract for submission to the Wisconsin Department of Instruction.

7. **Approve the first reading of School Board Policy Early Admissions Procedure 421-Rule** **50**

Description: District administration will present revisions to board policy 421-Rule Early Admissions for committee approval.

Recommended Action: Approve the first reading of School Board Policy Early Admissions Procedure 421-Rule.

8. **Approve the memo to establish seats for Open Enrollment** **57**

Description: Jennifer Peterson, Director of Academic Services, will present the district memo to officially establish available student seats for Open Enrollment in the 2022-2023 school year.

Recommended Action: Approve the memo to establish seats for Open Enrollment.

9. **Approve the District's Notice of Educational Options** **58**

Description: Jennifer Peterson, Director of Academic Services, will present the District's Notice of Educational Options for approval pursuant to Wisconsin State Statute 115.28 (54m). Educational options must be approved and

posted on an annual basis prior to the Open Enrollment window being opened.

Recommended Action: Approve the District's Notice of Educational Options.

10. Proposed/suggested items for the next regular and future Board meeting agenda(s)

Description: Board members will be given the opportunity to suggest items for future Board member agendas.

Recommended Action: As needed.

11. Schedule next Board/Committee meetings

Description: Upcoming committee meeting dates, times, and locations will be reviewed.

Recommended Action: Set the meeting schedule as follows:

Educational Program Committee meeting, Monday, February 7, 2022, 6:00 p.m.

The meeting will be held at the District Office conference room, 852 E Division Street.

12. ADJOURN

1 **WISCONSIN ASSOCIATION OF SCHOOL BOARDS, INC.**

2 Madison, Wisconsin

3 November 23, 2021

4
5 **REPORT TO THE MEMBERSHIP ON PROPOSED 2022 RESOLUTIONS**

6 WASB Policy & Resolutions Committee

7 Barbara Herzog, Oshkosh Area School Board, Chair

8
9
10 **Resolution 22-01: *Safe Harbor Legislation***

11
12 **Create:** The WASB supports passage of state legislation to protect youth who have been subject
13 to child sex trafficking from criminal prosecution for prostitution.

14
15 **Rationale:** Child sex trafficking has become a prevalent problem in Wisconsin, with all 72
16 counties reporting occurrences. In recent years, overall reported occurrences have averaged
17 roughly 100 per year. On average, child victims are only 13 years old when they are trafficked
18 for the first time. Traffickers target runaway and homeless youth, particularly those with a
19 history of sexual abuse and lure them into a cycle of abuse that is hard to escape for many
20 reasons, including that child victims face potential prosecution under child prostitution laws.

21
22 The board that proposed this resolution and other proponents of Safe Harbor legislation suggest
23 that eliminating the threat of prosecution would have several benefits. It could: a) help enable
24 victims to receive rehabilitative services and counseling; b) prevent traffickers from using the
25 threat of criminalization as a way to keep control over the children being trafficked; and c)
26 increase the likelihood that children who have been trafficked can and will testify against their
27 abusers. Proponents note that after a similar law was enacted in Minnesota, convictions of
28 traffickers quadrupled, in large part because child sex trafficking victims were more likely to
29 testify against their abusers/traffickers. Adoption of a Safe Harbor law would bring Wisconsin
30 law into conformity with the federal Trafficking Victims Protection Act, something 30 other
31 states have already done by enacting similar provisions.

32
33
34 **Resolution 22-02: *Annual Inflationary or Greater Increases in Per Pupil Spendable***
35 ***Resources***

36
37 **Create:** The WASB supports annual increases in per pupil spendable resources for public school
38 districts that meet or exceed inflation.

39
40 **Rationale:** Under current law, lawmakers may provide additional spending authority to school
41 districts in one of three ways: 1) by increasing per pupil revenue limits; 2) by providing an
42 increase in per pupil categorical aid (which is outside revenue limits); or 3) by providing a
43 combination of increased per pupil revenue limits and increased per pupil categorical aid. This
44 resolution supports annual increases provided through any of these three mechanisms that meet
45 or exceed the rate of inflation.

1 **Resolution 22-03: *Funding for Children with Disabilities***

2
3 **Amend** the first paragraph of existing Resolution 2.31 to read as follows:

4
5 **2.31 Funding for Children with Disabilities** The WASB supports increasing the special
6 education categorical aid reimbursement level to not less than 60 percent of prior year
7 eligible costs and maintaining funding at not less than this percentage each year
8 thereafter *via a sum sufficient appropriation*. The WASB further supports the following
9 provisions related to funding for children with disabilities:

10
11 **Rationale:** This resolution calls for converting special education categorical aid from a sum
12 certain appropriation to a *sum sufficient* appropriation, which would guarantee that the specified
13 or promised percentage level of support is met. Providing special education categorical aid
14 through a sum sufficient appropriation would mean that the Legislature must provide whatever
15 amount of funding it takes to meet the promised percentage reimbursement level of support (in
16 this case 60 percent).

17
18
19 **Resolution 22-04: *Advanced Learning***

20
21 **Amend** existing Resolution 2.37 to add the following language:

22
23 The WASB encourages that schools focus less on identifying “gifted” students and more
24 on identifying and addressing unmet learning needs of students capable of high levels of
25 achievement.

26
27 The WASB further encourages districts to provide a variety of advanced programming
28 opportunities for K-12 students, including acceleration options, and to offer opportunities
29 to individuals such that students from every background are able to achieve at their
30 highest possible levels.

31
32 **Rationale:** State statutes mandate that each school board must “ensure that all gifted and talented
33 pupils enrolled in the school district have access to a program for gifted and talented pupils” and
34 that each school board must “provide access to an appropriate program for pupils identified as
35 gifted or talented.” However, the state currently provides only \$474,400 per year in direct aid to
36 school districts for gifted and talented programming. Prior to the enactment of 2021-23 state
37 budget that amount was only \$237,200 per year.

38
39 Advocates for gifted and talented students, such as the Wisconsin Association for the Talented
40 and Gifted (WATG), have long decried that having a state mandate for identification and
41 services for gifted and talented students does not necessarily guarantee their availability. The
42 WATG argues that there is lack of clarity in the definition of “gifted and talented” and that due
43 to that lack of clarity, schools should identify “needs” not “children.” This resolution
44 encourages schools to provide relatively low-cost pathways to meet unmet learning needs of
45 high achieving students such as by offering acceleration options. Acceleration options may
46 include, but are not limited to, providing such things as: early admission to Kindergarten, first

1 grade or high school; curricular modifications; access to dual enrollment courses in high school;
2 AP courses in high school; or international baccalaureate (IB) curricula, etc.

3
4 **Resolution 22-05: *Broadening Staff Expenditures Eligible for State Categorical Aid for***
5 ***School Mental Health Services***

6
7 **Create:** The WASB supports legislation to broaden the scope of DPI-issued pupil services
8 licenses eligible to qualify for state categorical aid for school mental health programs to include
9 school social workers, school counselors, and school psychologists.

10
11 **Rationale:** Broadening the scope of DPI-issued pupil services license categories eligible to
12 qualify for state categorical aid for school mental health programs would enable schools to
13 better meet student mental health needs and could enable a broader range of school district
14 expenditures to qualify for state categorical aid for school mental health programs.

15
16 Under current law, state categorical aid for school mental health programs is funded at \$12
17 million per year and reimburses eligible districts and schools for school social worker service
18 expenditures as follows: (a) 50% reimbursement of the increase in expenditures for school social
19 worker services from one year to the next; and (b) a proportion of unreimbursed expenditures for
20 school social workers, based on the amount remaining in the appropriation after payments are
21 made under (a).

22
23
24 **Resolution 22-06: *Broadening the Scope of Mental Health Services Eligible for***
25 ***Reimbursement***

26
27 **Create:** The WASB supports legislation to broaden the scope of mental health service
28 professionals eligible for reimbursement from the state to include licensed mental health social
29 workers, licensed mental health counselors, licensed mental health psychologists, and
30 community mental health coordinators.

31
32 **Rationale:** Broadening the scope of mental health providers eligible to have their services
33 reimbursed by the state to include licensed mental health social workers, licensed mental health
34 counselors, licensed mental health psychologists, and community mental health coordinators
35 would enable schools to better meet student mental health needs and would help to address
36 unfunded mental health needs in Wisconsin schools.

37
38
39 **Resolution 22-07: *Curriculum and Professional Training on Asian Americans & Pacific***
40 ***Islanders***

41
42 **Create:** The WASB encourages Wisconsin public schools to develop an educational curriculum
43 and professional training to teach the history, culture, and contributions of Asian Americans &
44 Pacific Islanders to the economic, cultural, and social development of Wisconsin and the USA.
45 The WASB also requests the state Legislature provide sufficient funding to develop an
46 appropriate model curriculum and training package.

1 **Rationale:** “Asian Americans & Pacific Islanders (AAPI)” refers to those persons who trace
2 their origins and ancestries back to the countries of East Asia, Southeast Asia, South Asia or the
3 Pacific Islands. Asian Americans & Pacific Islanders have lived and worked in Wisconsin for
4 over 100 years, and have contributed greatly to our state’s rich history, culture, economy, and
5 public service.

6
7 Between the 2010 to the 2020 Census periods, the population of Asian Americans & Pacific
8 Islanders in Wisconsin grew 36% from 131,061 to 177,901 (consistent with the nationwide trend
9 of 35.5% growth) – increasing significantly faster than the state’s overall growth rate of 3.6%.

10
11 At the same time, the COVID-19 Pandemic and the Delta variant have engendered the targeting
12 of Asian Americans & Pacific Islanders in WI and the USA with Anti-Asian hate and
13 harassment. (According to the group *Stop AAPI Hate*, the number of anti-Asian hate incidents
14 from March 2020 to June 2021 totaled 9,081 across the USA, with 4,533 in January-June 2021
15 alone).

16
17 This resolution aims to build greater understanding of Asian American & Pacific Islanders’
18 economic, cultural, and other contributions to our state and nation. This in turn may reduce
19 violence or threats of violence against Asian Americans & Pacific Islanders.

20
21 Proponents of this resolution note that in 2021, Wisconsin lawmakers officially recognized the
22 contributions of AAPI people in Wisconsin, including by recognizing May 2021 as Asian
23 Pacific Islander Desi American (APIDA) Heritage Month and by designating May 14 annually
24 as Hmong-Lao Veterans Day. Both these legislative resolutions received bipartisan support.

25
26
27
28 **Resolution 22-08: WASB National Presence and/or National Association Membership**

29
30 **Repeal and recreate** existing resolution 5.16 as follows:

31
32 The WASB will maintain a national presence and/or membership in a national
33 association(s) and will participate in and support that national presence and/or
34 membership(s), when compatible with WASB programs and policies. The WASB urges
35 members to actively participate in and support national presence activities and/or national
36 association(s).

37
38 **Rationale:** The WASB Board of Directors, under its authority as spelled out in the WASB
39 Bylaws, may place resolutions before the Delegate Assembly.

40
41 Under existing Resolution 5.16, the WASB is required to maintain membership in the National
42 School Board Association (NSBA). The changes proposed by this resolution would require the
43 WASB to maintain “a national presence and/or membership in a national association(s)” but that
44 national association would not necessarily have to be the NSBA. These proposed changes would
45 also not require the WASB to leave the NSBA. That decision would be up to the Board of
46 Directors. The nature of the national presence and/or membership in a national association or
47 associations would fall under the purview of the WASB Board of Directors.

1 **Resolution 22-09: Impact Aid**

2
3 **Amend** existing Resolution 2.63 **Impact Aid** as follows:

4
5 The WASB petitions the Wisconsin Legislature to adopt a joint resolution asking
6 Congress to fully fund Impact Aid as it did from the creation of the program in 1950 until
7 1969, and will also work with our national presence and/or a national association(s) ~~the~~
8 ~~NSBA~~ to try to secure greater funding of Impact Aid, including by offering a proposed
9 resolution to ~~the NSBA~~ a national association or associations urging ~~NSBA~~ it or them to
10 lobby Congress for a similar increase in federal Impact Aid.

11
12 **Rationale:** The WASB Board of Directors, under its authority as spelled out in the WASB
13 Bylaws, may place resolutions before the Delegate Assembly.

14
15 Under existing resolution 5.16, the WASB is required to maintain membership in the National
16 School Board Association (NSBA). The proposed changes to resolution 5.16 in Resolution 22-08
17 would require the WASB to maintain “a national presence and/or membership in a national
18 association(s)” but the association(s) would not have to be the NSBA. The proposed changes to
19 resolution 5.16 would also not require the WASB to leave the NSBA. The national presence
20 and/or membership in a national association(s) decisions would be in the hands of the WASB
21 Board of Directors.

22
23 In light of the proposed changes to existing Resolution 5.16, existing Resolution 2.63 is likewise
24 proposed to be amended because it directly refers to the NSBA. References to the NSBA in the
25 existing resolution are replaced by references to a national association or associations and/or to a
26 national presence.

27
28
29 **Resolution 22-10: Elementary and Secondary Education Act (ESEA)**

30
31 **Amend** the first paragraph of existing Resolution 3.17 as follows:

32
33 The WASB opposes a mandated national test. The WASB will work with our legislators,
34 ~~the National School Boards Association,~~ our national presence and/or a national
35 association(s), the Department of Public Instruction and other education groups to adapt
36 the Elementary and Secondary Education Act to:

37
38 **Rationale:** The WASB Board of Directors, under its authority as spelled out in the WASB
39 Bylaws, may place resolutions before the Delegate Assembly.

40
41 Under existing resolution 5.16, the WASB is required to maintain membership in the National
42 School Board Association (NSBA). The proposed changes to resolution 5.16 in Resolution 22-08
43 would require the WASB to maintain “a national presence and/or membership in a national
44 association(s)” but the association would not have to be the NSBA. The proposed changes to
45 resolution 5.16 would also not require the WASB to leave the NSBA. The national presence
46 and/or membership decision would fall under the purview of the WASB Board of Directors.

1 In light of the proposed changes to existing Resolution 5.16, existing Resolution 3.17 is likewise
2 proposed to be amended because it directly refers to the NSBA. References to the NSBA in the
3 existing resolution are replaced by references to a national association or associations and/or to a
4 national presence.

**WILDCAT
CO-CURRICULAR
ACTIVITIES**



Fall 2021



WILDCAT BOYS SOCCER



Big Rivers Conference

4th Place

Regional Champions
Sectional Champions
State Qualifiers



New Head Coach - Jacob Langer

High School

Varsity - 26

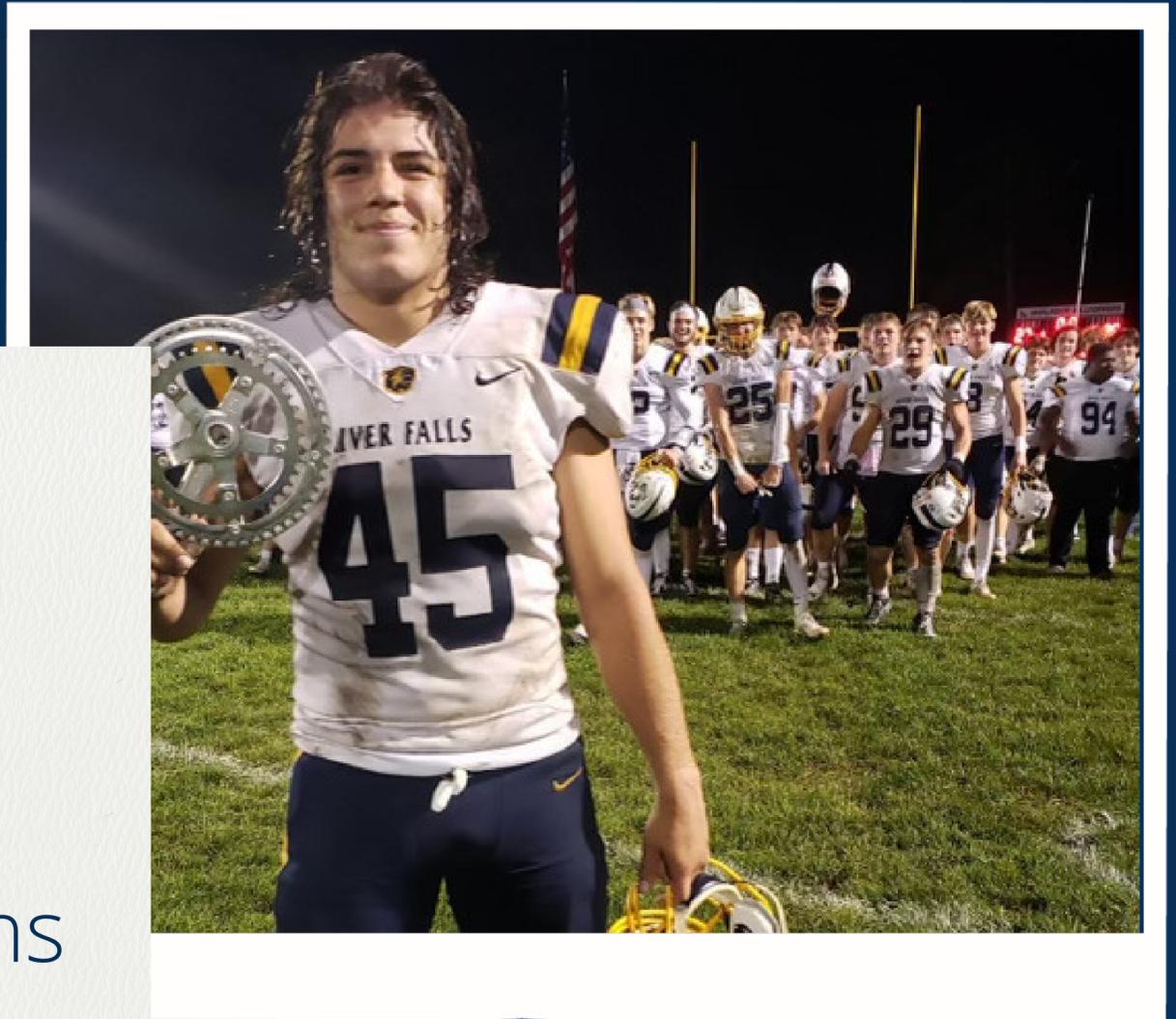
JV - 23



WILDCAT FOOTBALL



Mississippi Valley
Conference Champions



New Head Coach - Ryan Scherz

High School

Varsity/JV - 68

Freshman - 29

Middle School

7th - 40

8th - 53



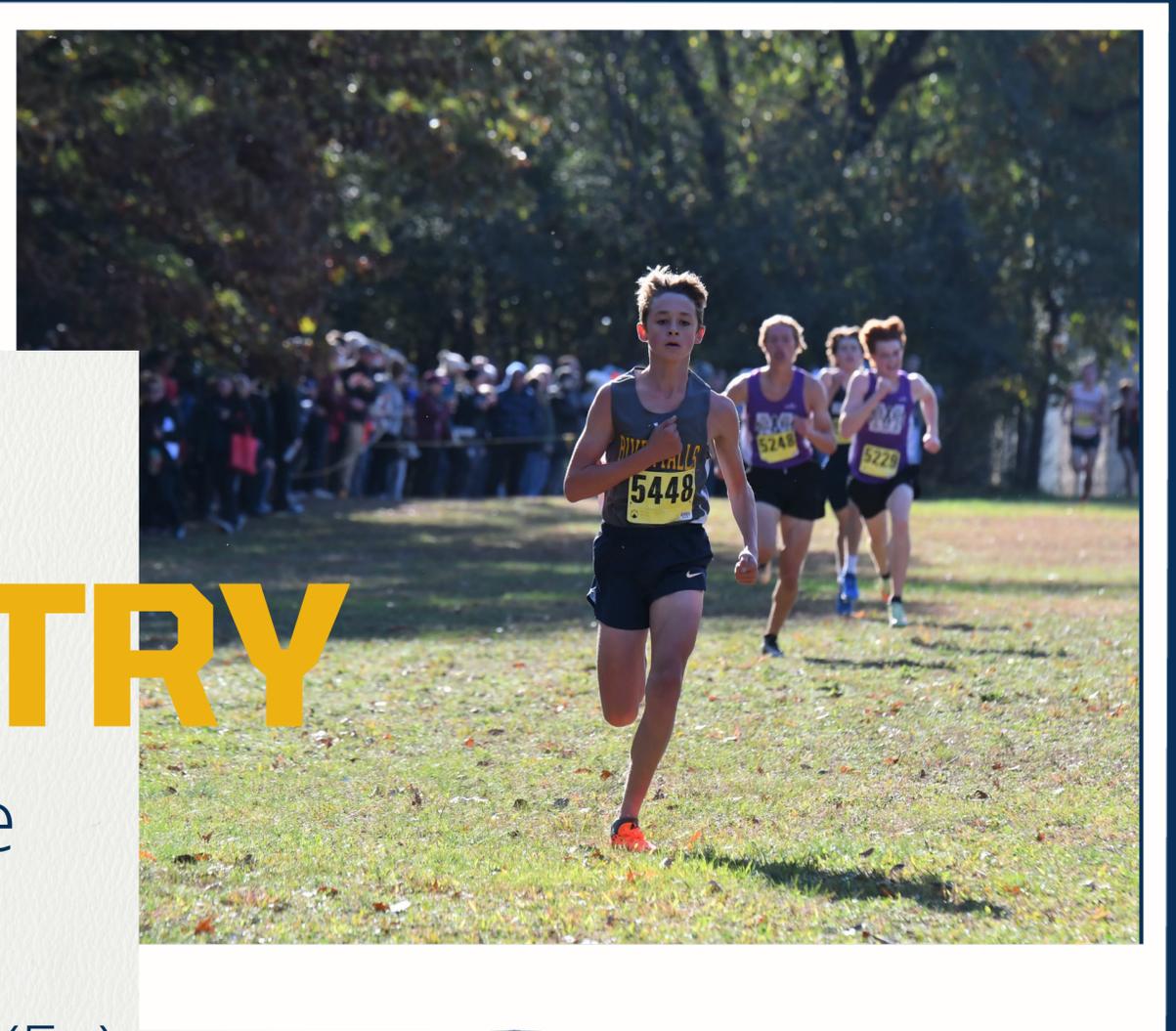
WILDCAT CROSS COUNTRY



Big Rivers Conference

6th Place

State Qualifier - Quin Andrews (Fr.)



Head Coach - Kari DeLuca

High School

Middle School

Girls - 15

73

Boys - 27



WILDCAT GIRLS SWIM & DIVE



Big Rivers Conference
5th Place

State Qualifier-Ellery Ottem

Ellery now owns all River Falls' records for individual swim races



Head Coach - Caitlin Brudzinski
High School
Varsity/JV - 25



WILDCAT GIRLS TENNIS



Big Rivers Conference
5th Place



Head Coach - Cassie Erickson
High School
Varsity/JV - 35



WILDCAT GIRLS GOLF



Big Rivers Conference
3rd Place



Head Coach - Tim LaVold
High School
Varsity/JV -18



WILDCAT VOLLEYBALL



Big Rivers Conference

Champions

Regional Champions

Sectional Champions

State Qualifiers - 6th year in a row



Head Coach - Sara Kealy

High School

Varsity - 13

JV/JV2 - 31

Middle School

7th - 26

8th - 31



WILDCAT MARCHING BAND



STATE CHAMPIONS



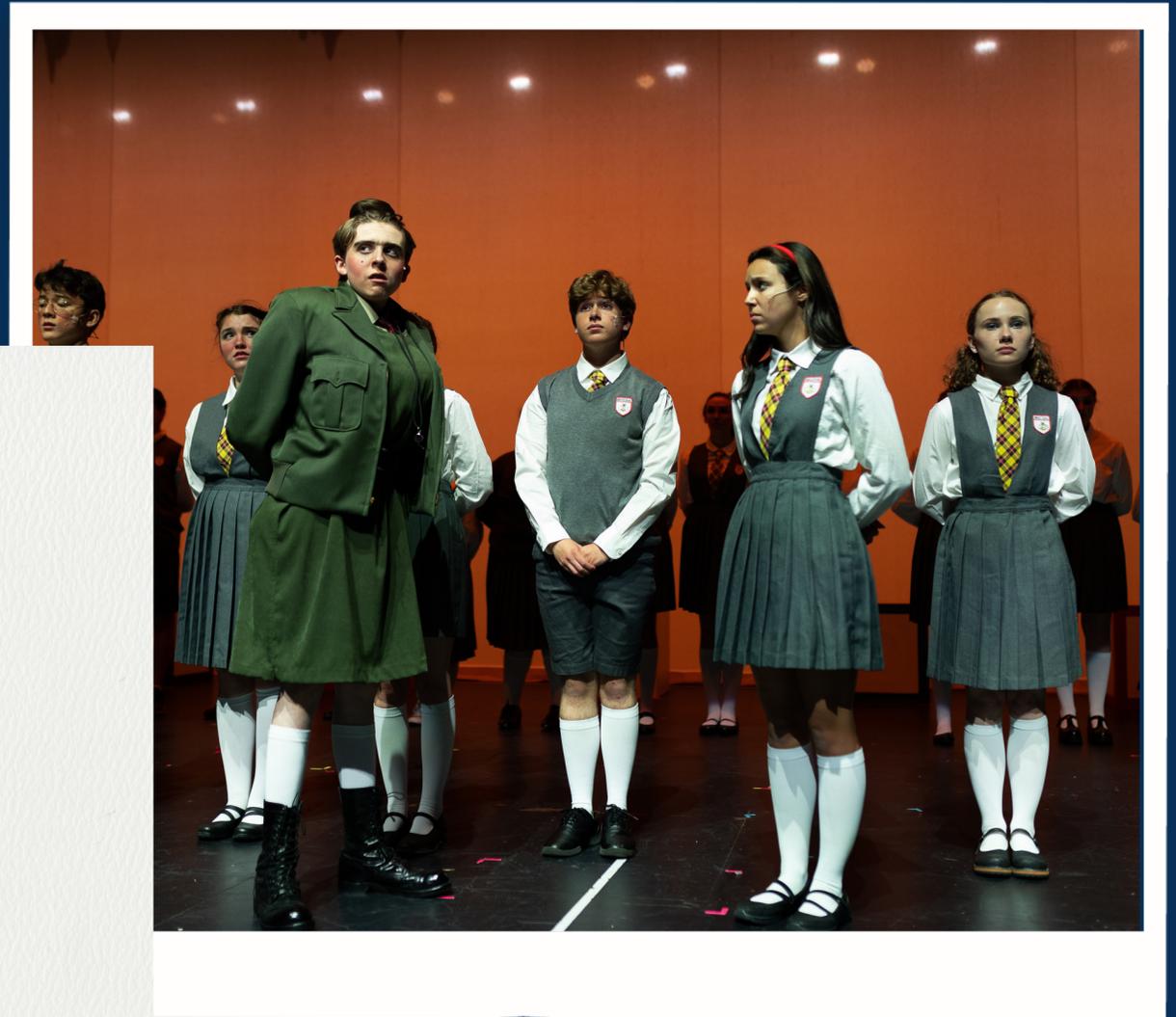
Head Coach - Bryan Jaeckel
High School
Varsity - 90



MUSICAL



MATILDA



Head Coach - Kim Miller

High School

47



CLUBS



NEW CLUBS FOR 21-22

- CHESS - 28
- VEGAN COOKING CLUB - 5
- ONE WORLD CLUB - 7

FALL CLUBS FOR 21-22

14 clubs - 668 students



FALL NUMBERS



High School Athletic Participation

Fall 2021	Fall 2020	Fall 2019
Girls - 140	Girls - 142	Girls - 166
<u>Boys - 171</u>	<u>Boys - 178</u>	<u>Boys - 177</u>
Total - 311	Total - 320	Total - 343





Launched Wildcats Activities Website rfwildcats.org

- Registration
- Streaming
- Score Updates
- Parent Communications
- Online Tickets

RIVER FALLS WILDCATS Tickets Sign Up For Alerts Admin | Search

FALL WINTER SPRING ACTIVITIES PHOTOS WATCH CALENDAR MORE

FEATURED

WILDCATS NEWS - JAN 4
STUDENT SPOTLIGHT

WILDCATS NEWS - DEC 17
THANK YOU!!

BOYS VARSITY SWIMMING & DIVING - DEC 17
River Falls Boys Swim and Dive Defeat Rice Lake

LATEST PHOTO GALLERIES

1 07/13
[View All Galleries](#)

VIDEO HIGHLIGHTS

[View All Videos](#)

LATEST NEWS

BOYS JUNIOR VARSITY HOCKEY - JAN 5
Boys Junior Varsity Hockey falls to Eau Claire North 7 - 3

7 - 3

WILDCATS NEWS - JAN 4
STUDENT SPOTLIGHT

BOYS JUNIOR VARSITY HOCKEY - JAN 4

UPCOMING EVENTS

JAN 07	Girls Junior Varsity Basketball at Menomonie High School 5:45 pm
JAN 07	Boys Junior Varsity Basketball vs. Menomonie High School 5:45 pm
JAN 07	Boys Freshman Basketball vs. Somerset High School



Launched Online Ticketing

- Northern Badger

The screenshot shows the 'River Falls School District Box Office' dashboard. At the top, there is a navigation bar with 'Dashboard', 'District', 'Events', and 'Reports' menus, along with 'Settings' and 'Log out' options. The main header includes the school logo and the title 'River Falls School District Box Office', with a '+ New Event' button. Below this is a 'Ticket Sale Summary - Last 30 Days' section featuring a combined bar and line chart. The x-axis shows dates from 12/13 to 12/30. The left y-axis represents 'Ticket Sales' (0-110), and the right y-axis represents 'Total Revenue' (\$0-\$350). Blue bars show ticket sales, and a green line shows total revenue. A search bar and filter buttons are located below the chart. The main content area displays the message: 'No upcoming events currently in the box office.'

Date	Ticket Sales	Total Revenue
12/13	5	\$10
12/15	10	\$20
12/20	15	\$30
12/22	40	\$80
12/25	10	\$20
12/27	45	\$90
12/28	100	\$200
12/29	110	\$220
12/30	10	\$20

ATHLETIC LEADERSHIP



Continue to advance and improve upon the positive culture that exists in the River Falls School District



Fall Initiatives

- Student Section Support
- Student Section Clean-up
- Booster Thank you Cards
- Elementary School Gift Drive



ACTIVITIES DEPT. FOCUS



- Growth within Leadership Council
- Promotion of new clubs
 - E-Sports
 - Paintball
- Athletic Participation Numbers - MS/Youth Programs
- Coaching Development
- Staffing
 - Coaches
 - Game Workers



RIVER FALLS eSCHOOL CHARTER SCHOOL CONTRACT

This contract ("Contract") is made by and between the School District of River Falls ("District") and the Governance Board of River Falls eSchool Charter School, Inc. ("Governance Board") (collectively, "Parties") to establish and operate a virtual charter school under Wis. Stat. §118.40(8).

RECITALS

WHEREAS, the State of Wisconsin allows for the establishment of virtual charter schools pursuant to the provisions of Wis. Stat. §118.40; and

WHEREAS, the District is authorized by Wis. Stat. §118.40(2m)(a) and 118.40(8) to contract on its own initiative, with an individual or group to operate a school as a virtual charter school; and

WHEREAS, the District is authorized to and has entered into an agreement under Wis. Stats., §66.0301 serving as fiscal agent, with the School District of River Falls (collectively, "Consortium") to establish River Falls eSchool Charter School ("Charter School"), a virtual charter school.

WHEREAS, the River Falls eSchool Charter School will be an instrumentality of and located in the School District of River Falls for purposes of Wis. Stat. §118.40 (3)(c)(1) and (7)(a);

WHEREAS, the Parties have successfully negotiated this Contract, which, in accordance with Wis. Stat. §118.40(2m), contains all of the provisions specified under Wis. Stat. §118.40(1m)(b)1-15, as well as separate and additional provisions; and

WHEREAS, in negotiating this Contract, the Parties have considered the principles and standards for quality charter schools established by the National Association of Charter School Authorizers.

NOW THEREFORE, in consideration of the terms, covenants, conditions, and obligations set forth in this Contract, the Parties hereby agree to the following:

ARTICLE ONE: DEFINITIONS

Section 1.1 For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

- a. "Applicable Law" means all federal, state, and local law now or in the future are applicable to Wisconsin charter schools, including virtual charter schools.

- b. "Charter School" and "School" mean a school to be known as River Falls eSchool Charter School, Inc.
- c. "Charter School Administrator" means the Administrator of the River Falls eSchool Charter School.
- d. "Day" shall mean calendar day
 - (1) The first day shall be the day after the event, such as receipt of a notice.
 - (2) Each day after the first day shall be counted, except that a Saturday, Sunday, or legal holiday shall not be counted if it would be the final day of the period.
- e. "Department" means the Department of Public Instruction of the State of Wisconsin.
- f. "District" means the School District of River Falls, as well as any successor to it that may have jurisdiction over or statutory duties with respect to the River Falls eSchool Charter School.
- g. "Governance Board" means the Governance Board of River Falls eSchool Charter School, Inc., as well as any successor to it that may have statutory duties with respect to the River Falls eSchool Charter School.
- h. "Operational Budget" means the report created by the River Falls eSchool Charter School Administrator and Governance Board detailing the funding needs for the River Falls eSchool Charter School including any expected additions to or subtractions from the River Falls eSchool Charter School fund balance.
- i. "Parties" means the District and Governance Board, through their designated representatives.
- j. "District Administrator" means the District Administrator of the School District of River Falls or any designee of the District Administrator.
- k. "Teacher(s)" means an appropriately licensed teacher(s) for the River Falls eSchool Charter School.

ARTICLE TWO: PARTIES, AUTHORITY, AND RESPONSIBILITIES

Section 2.1 On behalf of the River Falls eSchool Charter School, the Governance Board or the Board's designee, shall exercise all oversight responsibilities as set forth in this Contract.

Section 2.2 The Governance Board shall be responsible and accountable for implementing the duties and responsibilities associated with the Charter School established under this Contract.

Section 2.3 The Parties agree that the establishment of the River Falls eSchool Charter School shall have no additional or unique effect on the general liability or obligations of the District other than those obligations specifically undertaken by the District herein.

Section 2.4 The Governance Board shall have authority to establish additional charter schools upon written approval of the District and pursuant to all Applicable Law.

Section 2.5 The District shall comply with all Applicable Law in authorizing the River Falls eSchool Charter School.

ARTICLE THREE: TERMS REQUIRED UNDER WIS. STAT. §118.40 (2m)(a)

Section 3.1 The name of the legal entity seeking to establish the River Falls eSchool Charter School.

The River Falls eSchool Charter School, Inc. Governance Board is the entity seeking to establish this Virtual Charter School by and between the Board of Education of the School District of River Falls, 852 E. Division Street, River Falls, WI 54022.

Section 3.2 The name of the person who will be in charge of the River Falls eSchool Charter School and the manner in which administrative services will be provided.

Jennifer Peterson, current Director of Academic Services, will be the River Falls eSchool Charter School program administrator. The school will be housed at the School District of River Falls, 852 E. Division Street, River Falls, WI, 54022.

- a. The River Falls eSchool Charter School Administrator will supervise and coordinate the daily operation of the River Falls eSchool Charter School with school staff and will work closely with and report to the Governance Board to ensure the River Falls eSchool Charter School meets the educational goals set forth in this Contract.
- b. Administrative services will be provided to the River Falls eSchool Charter School by the District in the same manner as they are provided to other District schools, including but not limited to: purchasing, accounts payable, accounting, bookkeeping, risk management auditing, liability insurance, cash management, payroll, benefits administration, labor relations, staffing, enrollment, pupil services, record-keeping, and pupil testing.

Section 3.3 A description of the educational program of the River Falls eSchool Charter School.

- a. The River Falls eSchool Charter School's mission is to provide an at-home, virtual learning experience for students to thrive as an innovative leader in personalized learning, to ensure the development of every student's unique potential in order to excel as responsible, productive, global citizens, facilitated by forward-thinking staff in a safe, nurturing, and collaborative environment.

- b. The Governance Board shall adhere to the educational program set forth herein and shall promptly notify the District in the event the Governance Board proposes to make a significant change in the educational program. Upon receiving notice, the District shall determine whether to renegotiate this Contract or declare this Contract revoked under Section 8.1. The District reserves the right to consider a significant change in the educational program, without District approval, to be a violation of this Contract subject to termination under Section 8.1.
- c. The District shall agree to allow the River Falls eSchool Charter School to implement the educational program set forth in this Contract. If the District proposes to make a significant change in the educational program set forth herein, the Governance Board shall determine whether to renegotiate this Contract or terminate this Contract pursuant to Section 9.1
- d. If the Parties mutually wish to change the educational program of the Charter School, such change may be made by a written amendment as agreed to by the Parties.

Section 3.4 The methods the Charter School will use to enable pupils to attain the educational goals under Wis. Stat. §118.01.

In order to attain the educational goals listed in Wis. Stat. §118.01, the River Falls eSchool Charter School will provide a variety of instructional strategies and practices that may include but are not limited to implementing a curriculum which will empower students to master rigorous academic standards through a virtual and innovative learning environment. These instructional strategies and practices will meet the goals set forth in Wis. Stat. § 118.01(2) of academic skills and knowledge, vocational skills, citizenship, and personal development.

Key components of the River Falls eSchool Charter School’s curriculum and instruction include:

- (1) Completion of online coursework through WVS or alternative assigned curriculum
- (2) Attendance of synchronous meetings
- (3) Personalized instruction relating to students needs and interests
- (4) Integration of technical writing and critical reading skills throughout the curriculum
- (5) Commitment to upholding the River Falls School District’s emphasis on Character Education
- (6) Communication with parents during the year including emails, WVS guardian accounts, student progress reports and grades

Teachers will serve as an instructional leader to build relationships and make connections with students and champion the student’s personalized learning activities. The River Falls eSchool Charter School faculty will be comprised of River Falls School District teachers and

Wisconsin Virtual School teachers who simultaneously embrace their roles as teachers and learners committed to the following:

- (1) Establish deep, lasting relationships with the students they serve;
- (2) Bridge learning between the classroom and our world;
- (3) Measure student progress in multiple real world ways;
- (4) Provide a safe environment for student inquiry;
- (5) Engage student curiosity;
- (6) Build a continuous learning culture.

Section 3.5 The method by which pupil progress in attaining the educational goals under Wis. Stat. §118.01 will be measured.

- a. The River Falls eSchool Charter School shall administer such standardized tests as may be required under Wis. Stat. §118.30(1m), 118.016, 121.02(1)(r), 20 U.S.C. §1177 et. seq. (also known as the “Every Student Succeeds Act”), and any other Applicable Laws to pupils enrolled full time in the Charter School and shall cause the testing data for the Charter School to be transmitted to the District in such form as the District shall customarily transmit such data.
- b. The River Falls eSchool Charter School may administer to students any other assessments of learning needed to fulfill its obligations under Wis. Stat. § 118.40.

In addition to the foregoing, the River Falls eSchool Charter School shall use any local progress measures promulgated by the District to measure pupil progress under §118.01. Such measures may include, but not be limited to the following:

- ❖ Universal screening data
- ❖ Parent/Teacher Conferences
- ❖ Ongoing Student/Parent/Teacher evaluation of student academic progress
- ❖ Student self-evaluation of academic progress
- ❖ Subject area and Standards-based Tests, etc.

- c. Graduation Requirements: A total of 28 credits must be earned for a student to graduate from River Falls eSchool Charter School including the following:

English	3.5
Speech	0.5
Math	3.0
Science	3.0
Social Studies	3.5
Phy Ed	1.5
Total Core:	15.5

Elective Credits: 12.5 or more credits

Section 3.6 The governance structure of the River Falls eSchool Charter School, including the method to be followed by the school to ensure parental involvement.

- a. The Charter School will be directed by an independent Governance Board that has been organized as a Wisconsin nonstock corporation. The number of Directors and Director's terms shall be set forth in the Governance Board bylaws. The Board may include, but is not limited to, District staff, parent(s) or guardian(s) of students, and community member(s).
- b. The Governance Board will meet on a bi-annually basis in accordance with its bylaws and will comply with the Wisconsin Open Meetings Law. The Governance Board will also make reports to the District Board of Education annually or as may reasonably be requested.
- c. The Governance Board shall have autonomy and decision-making authority over:
 1. Budget expenditures, grant funds, and funds donated specifically to the River Falls eSchool Charter School or generated through sales of River Falls eSchool Charter School equipment;
 2. Calendar and daily schedule (The River Falls eSchool Charter School will follow the School District of River Falls adopted School Year Calendar);
 3. Curriculum and instruction;
 4. Policies and procedures specifically unique to the daily operations of the River Falls eSchool Charter School that are not addressed in existing District policies;
 5. Facilities utilized by the River Falls eSchool Charter School;
 6. Marketing, registration, and enrollment processing; and
 7. River Falls eSchool Charter School operations and procedures.
- d. In addition to subsection 3.6 (c), the Governance Board shall have the powers necessary to carry out the terms of this Contract including:
 1. To receive and disburse funds for school purposes;
 2. To secure appropriate insurance, as applicable;
 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; and
 8. To sue and be sued in its own name.
- e. In exercising the authority under Section 3.6(c) and (d), the Governance Board shall

adhere to all Applicable Law.

- f. The Articles of Incorporation (“Articles”) and Bylaws (“Bylaws”) for the Governance Board will be developed after the initial Governance Board meeting and available for public viewing. The Governance Board may make changes to its Articles and Bylaws as needed with District approval.

Section 3.7 Subject to Wis. Stat. § 118.40(7)(a), 118.19(1) and 121.02(1)(a)2, the qualifications that must be met by the individuals to be employed in the River Falls eSchool Charter School.

- a. The River Falls eSchool Charter School shall be an instrumentality of the District and all Administrators, Teachers and staff shall be employees of the District or employees of a third party under contract with the District.
- b. All Administrators, Teachers, and staff at the River Falls eSchool Charter School will be appropriately licensed by the Department pursuant to Wis. Stat. §118.40(8)(b).
- c. The number of Administrators, Teachers and other staff assigned to the River Falls eSchool Charter School will be determined by the Governance Board with final approval by the District. Recommendations for renewal of administrative and teaching contracts will follow the required statutory timeline.
- d. All Administrators, Teachers and other staff will be employees of the District or employees of a third-party under contract with the District. The District and the Governance Board will collaborate in the hiring process of Administrators, Teachers, and other staff. The Governance Board will conduct the interview process and recommend candidates for final approval by the District. All employees of the River Falls eSchool Charter School must be approved by the District and the Governance Board.
- e. The River Falls eSchool Charter School Administrator will evaluate the performance of Administrators, Teachers, and other staff as required by District policy, and will report the evaluations to the Governance Board. The Governance Board will make recommendations regarding renewal and nonrenewal of Administrator and Teacher contracts to the District Board of Education in accordance with applicable statutory timelines. In addition, the Governance Board will make recommendations regarding employment of all other non-contracted staff. The District Board of Education will have final approval over all renewal and nonrenewal decisions as well as the continued employment of non-contracted staff.

Section 3.8 The procedures that the River Falls eSchool Charter School will follow to ensure the health and safety of the pupils.

The River Falls eSchool Charter School shall comply with all Applicable Laws concerning health and safety. In addition, the River Falls eSchool Charter School shall at all times

establish and maintain policies and processes for ensuring the physical, social, and emotional health of the pupils enrolled in programs operated by the River Falls eSchool Charter School including safety policies, policies regarding mandatory reporting under Wis. Stat. §48.981 and policies regarding drilling on evacuation in the event of a fire, tornado, armed intruder, or other hazard as applicable to the virtual Charter School.

Section 3.9 The means by which the River Falls eSchool Charter School will achieve a racial and ethnic balance among its pupils that is reflective of the District's school-age population.

The River Falls eSchool Charter School is a public school and shall not discriminate in admission or participation in any program or activity on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional, or learning disability. Information on the River Falls eSchool Charter School will be distributed through newspaper articles, mailings, brochures, parent-teacher conferences, and the web sites with a goal of achieving a racial and ethnic balance among pupils that is reflective of the District's school-age population. If necessary, the River Falls eSchool Charter School will target its marketing efforts to areas that may be underrepresented or at risk in the pupil population.

Section 3.10 The requirements for admission to the River Falls eSchool Charter School and admissions lottery.

- a. The River Falls eSchool Charter School is open to all students in grades K-12 who (i) reside in the District or (ii) are enrolled in the District pursuant to Wis. Stat. §§ 118.51, 118.52, or 118.53.
- b. In the event enrollment limits are needed, the Governance Board will set enrollment limits for the following school year by December 15 and submit them to the District by January 1 for District approval. If the number of enrollment applications exceeds the enrollment limits, the River Falls eSchool Charter School will select students on a random lottery basis.
- c. The River Falls eSchool Charter School will give preference in the lottery process to the students listed below, in the order listed.
 1. Students and siblings of students who are already attending the River Falls eSchool Charter School.
 2. Children of the River Falls eSchool Charter School's founders, governing board members, and full-time employees but the total number of such children given preference will constitute no more than 10 percent of the Charter School's total enrollment.
- d. Open enrolled applicants who meet the eligibility requirements and select the River Falls eSchool Charter School as a preferred choice will be placed in the River Falls

eSchool Charter School if space is available. The District may include in its lottery all nonresident applicants who seek enrollment in the River Falls eSchool Charter School. An open-enrolled applicant's admission to the River Falls eSchool Charter School will be contingent on the student's enrollment in the District. If an open enrollment applicant who has selected the River Falls eSchool Charter School as a preferred choice is a student with a disability under the Individuals with Disabilities Educational Act, placement will be determined by the IEP team in accordance with federal law and that years number of open enrollment "available" seats identified and approved by the District in January.

- e. A waiting list will be maintained for students who are not selected in the random lottery and students will be admitted as space allows per the school's admissions and lottery policy. Following the closing of the Spring Open Enrollment date families will have until June 30th of the current year to accept or deny their eSchool enrollment for the following year.
- f. Enrollments in the River Falls eSchool are voluntary for students and families. It is not a requirement to attend, it is an option part of the River Falls School District. Additionally students in the River Falls School District who are not admitted to the River Falls eSchool will be accepted into other schools in the River Falls School District.

Section 3.11 The manner in which annual audits of the financial and programmatic operations of the River Falls eSchool Charter School will be performed.

The River Falls eSchool Charter School shall submit its records for an annual audit by an auditing firm of the District's choosing. The audit shall be conducted in accordance with Applicable Law. The District will assume all audit costs associated with this review. The District may review the financial practices of the River Falls eSchool Charter School at any time and may request reasonable reports from the School with due notice. All financial operations of the River Falls eSchool Charter School must be in accordance with Applicable Law and the District's policies, practices, and rules, unless expressly granted a waiver by the District.

Section 3.12 The procedures for disciplining pupils.

The River Falls eSchool Charter School will adhere to the discipline policies identified by the District.

The development of responsible behavior and self-discipline occurs in the virtual classroom as well as in the learning management system or anywhere else that connections between students, teachers and stakeholders are held. The teacher is responsible for gaining the respect and cooperation of the students to ensure an effective learning environment online for all stakeholders as well as the student is expected to likewise respect their teacher, classmates and the environment of the online classroom. The teacher must apply a carefully thought out approach to classroom discipline and administer it fairly.

Virtual Learning Expectations: The adult(s) leading instruction will establish individual expectations; however, these guidelines generally apply in all classes:

- act respectfully towards self and others;
- demonstrate responsibility and respect towards the teacher by being prepared with completed coursework, necessary materials for class, and arriving on time to meetings;
- demonstrate cooperation through active participation in their learning and respect of others during learning activities;
- show respect to property and equipment belonging to the eSchool;
- maintain a positive attitude towards learning;
- demonstrate compassion towards others;
- maintain academic integrity;
- follow the terms laid out in the eSchool student handbook regarding online safety and behavior; and
- follow all other related District policies.

When actions taken by the teacher have failed or the rule infraction is of a serious nature, the incident will be reported to the program coordinator and eSchool administrator for investigation and action. The consequences of the infraction will depend upon the severity of the offense and the previous discipline records of the student. In order to incorporate these two factors, a progression of consequences called the step system has been adopted. A student who is referred for violating a rule contained within this code will receive the consequences that correspond to the entry-level step for that offense. With each successive referral, the student will be advanced up the step system at least one step depending upon the severity of the offense.

- Step 1: Conference with teacher and parent. Coordinator may be included if the offense warrants it.
- Step 2: Begin holding a weekly conference with stakeholders to review goals, progress and expectations to complete a behavioral contract.
- Step 3: All stakeholders meet in person to discuss and create a behavioral plan.
- Step 4: A parent/guardian conference will be required for a pre-expulsion contract. This would be an expulsion for the River Falls School District, not only the the River Falls eSchool Charter School.

Section 3.13 The public school alternatives for pupils who reside in the District and do not wish to attend or are not admitted to the River Falls eSchool Charter School.

The River Falls eSchool is a Charter School. Attendance in the River Falls eSchool Charter School is voluntary. Students enrolling in the River Falls School District who do not attend the eSchool Charter School will receive their education at their respective neighborhood school Rocky Branch Elementary School, Greenwood Elementary, Westside Elementary, River Falls Public Montessori Elementary, Meyer Middle School, River Falls High School, the Renaissance Academy or in their resident school district.

Section 3.14 A description of the school facilities and the types and limits of the liability insurance that the school will carry.

- a. The River Falls eSchool Charter School will establish a location from which it will direct all operations. In addition, the River Falls eSchool Charter School may have satellite sites for virtual students to attend classes, programs, or other activities.
- b. The District shall provide insurance for all operations and personnel involved in the operations and governance of the River Falls eSchool Charter School, including without limitation, commercial general liability, umbrella, school leader's error and omission/educators' legal liability, fidelity bond/crime, fire and extended coverage and property damage for those acts reasonably related to the operations of the River Falls eSchool Charter School. To this end, the River Falls eSchool Charter School shall be named as an additional insured on all District insurance policies.
- c. The River Falls eSchool Charter School shall name the District as an additional insured on all separate policies of insurance obtained by the River Falls eSchool Charter School.
- d. The Parties shall defend, indemnify and hold harmless the other, its Board of Directors, agents, officers, and employees ("indemnitee") from any and all claims, demands, actions, causes of action, damages and claims of any kind, including but not limited to those for bodily injuries, personal injuries, or damages and reasonable attorney fees, arising out of or in any way related to or associated with this Contract or the operation of the River Falls eSchool Charter School or its programs, that is or may be brought or maintained by any individual or entity against the indemnitee, except those caused solely by the willful acts of the indemnitee. This indemnification shall not be reduced in any way by the existence or nonexistence, limitation, amount or type of damages, compensation or benefits payable under worker's compensation laws or other insurance provisions. Under no circumstances is a Party's recovery limited due to the fact that the Party is named as an additional insured under any of the other Party's insurance policies. Further, this indemnification in no way alters the immunities granted to either Party by Wisconsin law, including § 893.80, Wis. Stat.

Section 3.15 The effect of the establishment of the River Falls eSchool Charter School on the liability of the District.

Nothing contained in this Contract shall make, or be deemed to make, the District and the River Falls eSchool Charter School partners, ventures, principals, agents, or representatives of one another, except only as may expressly be provided in this Contract. Neither the District nor the River Falls eSchool Charter School shall have any authority to bind or obligate any other Party except only as may expressly be provided in this Contract.

ARTICLE FOUR: EXEMPTIONS FROM REQUIREMENTS

Section 4.1 The River Falls eSchool Charter School will take all allowable exemptions provided by Applicable State Law in order to maximize flexibility in the River Falls eSchool

Charter School Program. This includes, but is not limited to, length of school day, number of days and hours, library and media services, number of clock hours for instruction, graduation requirements, and attendance.

Section 4.2 The River Falls eSchool Charter School will abide by all District policies unless specifically adopted by the Governance Board and/or as stated below.

The River Falls eSchool Charter School is seeking exemption from District policies for:

1. Graduation requirements;
2. Attendance; and
3. Number of clock hours for instruction

The Governance Board will adopt policies for the River Falls eSchool Charter School specific to these exemptions and remain consistent with state and federal law.

ARTICLE FIVE: OTHER TERMS COVENANTS AND CONDITIONS

Section 5.1 Students will be held accountable for their actions and behavior while participating in the River Falls eSchool Charter School’s learning activities, and to the extent applicable, on field trips and when visiting the school buildings and neutral sites, and are expected to comply with the code of conduct and applicable River Falls eSchool Charter School policies. Teachers, other staff, and students will be subject to policies established by the River Falls eSchool Charter School for maintaining decorum in the classroom and on site in order to provide an appropriate educational and safe environment for all staff and students.

Section 5.2 The River Falls eSchool Charter School shall be nonsectarian in its programs, admissions policies, employment practices, curricular materials, and operations.

Section 5.3 Except as provided in Wis. Stat. § 121.83(4), the River Falls eSchool Charter School shall not charge tuition.

The River Falls eSchool Charter School may charge “activity fees” for approved co-curricular activities and corresponding fees in advance.

Section 5.4 The teacher assigned for each online course in the River Falls eSchool Charter School shall be appropriately licensed for the grade level and subject taught pursuant to Wis. Stat. §118.40(8)(b).

Section 5.5 Pursuant to Virtual Charter School requirements under §118.40(8), the River Falls eSchool Charter School shall:

- a. Make Instructional Staff responsible for all of the following for each pupil the Instructional Staff teaches:
 - Improving learning by planned instruction.
 - Diagnosing learning needs.

- Prescribing content delivery through class activities.
- Assessing learning.
- Reporting outcomes to administrators and parents and guardians.
- Evaluating the effects of instruction.

- b. Provide educational services to its pupils for at least 150 days each school year.

The River Falls eSchool will follow the River Falls School District calendar including the number of required days for student instruction. Student contact days for the 2021-22 school year are currently scheduled for 175 school days. River Falls eSchool students and staff shall follow all district inclement weather days.

- c. Ensure that its Teachers are able to provide direct pupil instruction for at least the applicable number of hours specified in Wis. Stat. §121.02(1)(f) each school year.

River Falls eSchool staff will provide daily instruction for students through whole group grade level meetings, small group content area lessons and 1:1 personalized student meetings. Teachers will also be available to assist students during daily office hours, as needed. Student contact hours will be scheduled in accordance with required teacher contracted times and shall not exceed 10 hours in any 24-hour period.

The River Falls eSchool will ensure that teachers will provide direct pupil instruction through online meetings, interactions and virtual learning for the number of hours specified in s.121.02 (1)(f)2 each school year. The eSchool will not require students to complete more than 10 hours in any 24-hour period.

- d. Ensure that its Teachers respond to inquiries from pupils and parents or guardians by the end of the first school day following the day on which the inquiry was received.

The River Falls eSchool teachers will be required to respond to students and parents/guardians in a timely manner. Teachers will respond to inquiries by the end of the first school day following the day on which the contact was made.

- e. Ensure that a parent advisory council is established.

River Falls eSchool parents/guardians will be involved in the eSchool through representation on the governing board. Parents/guardians will also serve on a River Falls eSchool parent advisory council. We recognize that both parents and our students are an integral part of the planning and eSchool representation to include future program planning and student recruitment.

- f. Inform the parents or guardians of each pupil attending the River Falls eSchool Charter School, in writing, how to contact the members of the District Board of

Education, the District Administrator, the members of the Governance Board and the members of the Parent Advisory Council.

The River Falls eSchool will inform the parent or guardian of each pupil attending the school, in writing, the name of and how to contact each of the following persons:

- The members of the school board who contracted for virtual charter school (all).
- The administrators of the school district
- The members of the virtual school's site council.
- The staff of the River Falls eSchool charter school.

Information required will be posted on our school website as well as shared through written communications provided by the River Falls eSchool Charter School.

Section 5.6 Special education and related services.

- a. Special education and related services will be provided by the District to its resident and open enrolled students pursuant to the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act (Section 504). The District shall serve children with disabilities in the River Falls eSchool Charter School in the same manner as they serve children with disabilities attending other district schools, and shall provide funds under this subchapter to the River Falls eSchool Charter School on the same basis as they provide funds under this subchapter to other district schools, including proportional distribution based on enrollment of children with disabilities, and at the same time as it distributes other federal funds to the district's other schools.
- b. The District shall be considered the Local Educational Agency for all students enrolled in the River Falls eSchool Charter School who are residents of the District or open enrolled in the District pursuant to § 118.51, Wis. Stats., and who qualify for an individualized education program under IDEA.
- c. River Falls eSchool Charter School Administrators, Teachers, and staff shall participate in staff development opportunities provided by the District pertaining to IDEA, Section 504, and the Americans with Disabilities Act.

Section 5.7 The Parties shall comply with Applicable Law, which may change and include, but is not limited to:

- a. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d 2000d 7;
- b. Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq.;
- c. Age Discrimination Act of 1985, 42 U.S.C. §6101 et seq.;
- d. Sec. 504 of the Rehabilitation Act of 1974, 29 U.S.C. §794 and the Americans with Disabilities Act, 42 U.S.C. ss. 12101 12213.
- e. Individuals with Disabilities Education Act, 20 U.S.C. §1400 1485 et seq.
- f. 20 U.S.C. s. 1232(g) of the General Education Provisions Act, 20 U.S.C. §1221 1234i;

- g. Drug-Free Workplace Act, 41 U.S.C. 701 et seq.;
- h. Asbestos Hazard Emergency Response Act, 15 U.S.C. §2641 2655; and
- i. Every Student Succeeds Act of 2015, and its implementing regulations, 20 U.S.C. §1177 et. seq.

If Applicable Law requires a Party to take certain actions or establish requirements with respect to the River Falls eSchool Charter School, the other Party shall cooperate with those actions and comply with those requirements.

Section 5.8 In the event the River Falls eSchool Charter School seeks to sell or otherwise dispose of property purchased with monies from the allocation of funding set forth in Section 5.8, the River Falls eSchool Charter School shall first provide notice to the District of its intent to dispose of property. Upon receiving notice, the District shall have the right of first refusal to purchase such property at fair market value. In the event the District does not exercise this right within thirty (30) days after receipt of notice, the River Falls eSchool Charter School may sell or otherwise dispose of such property in accordance with all Applicable Law. In no event shall the River Falls eSchool Charter School donate property to any organization or governmental body other than the District. In the event the River Falls eSchool Charter School seeks to sell or otherwise dispose of property purchased with monies raised by the Governance Board, the River Falls eSchool Charter School shall not be required to provide notice to the District and may sell or otherwise dispose of such equipment in accordance with all Applicable Law.

Section 5.9 All River Falls eSchool Charter School employees (including Teachers and other staff) and volunteers, shall be subject to background screening as deemed appropriate by the District consistent with Applicable Law. The River Falls eSchool Charter School shall not assign any employee or volunteer, to teach or otherwise have access to students until the District or its designee investigates and determines there is nothing in the disclosed background of the employee or volunteer that would render the employee or volunteer unfit to teach or otherwise have access to pupils of the River Falls eSchool Charter School including, but not limited to, conviction of a criminal offense or pending charges which substantially relate to the duties and responsibilities assigned to the employee, including volunteers.

Section 5.10 On or before March 1 and based upon the expected revenue for the following school year, the River Falls eSchool Charter School Administrator and the Governance Board shall develop and submit to the District an Operational Budget for the River Falls eSchool Charter School based upon projected enrollment. In addition, the District shall comply with all federal funding requirements in allocating federal funds to the River Falls eSchool Charter School. The River Falls eSchool will be allocated a per pupil allocation aligned to the other schools in the River Falls School district. Per pupil allocations will be provided by the Director of Finance annually. Additionally, all FTE staffing allocations will be covered by the River Falls School district.

Section 5.11 In the event the River Falls eSchool Charter School incurs additional costs due to increased enrollment or unforeseen operational expenses or capital expenditures

after submission of the Operational Budget, the River Falls eSchool Charter School shall provide written notice to the District and submit to the District a revised Operational Budget. Upon receipt, the Parties shall convene a committee made up of the District Administrator, River Falls eSchool Charter School Administrator, and Governance Board President to review the revised Operational Budget and to negotiate in good faith regarding the request for additional funds. Final budget allocations and approval will be based on District and School Board approval. In no event shall the amount of additional funds provided to the River Falls eSchool Charter School affect the following year's allocation of revenue as set forth in section 5.8. Any unused operational funds allocated pursuant to this provision shall be returned to the District at the end of the school year.

Section 5.12 The River Falls eSchool Charter School shall be eligible to receive remedial services, information technology services, student support services, and testing/assessment services available to other schools in the District, in a manner consistent with the distribution of such resources to other programs in the District.

Section 5.13 The River Falls eSchool Charter School may assess student fees in accordance with Applicable Law and District policies for activities such as field trips and extracurricular activities according to policies developed by the Governance Board. The River Falls eSchool Charter School may not prohibit an enrolled student from attending the River Falls eSchool Charter School, or expel or otherwise discipline such student, or withhold or reduce the student's grades, diploma or transcripts because of unpaid fees permissibly charged under this Section.

Section 5.14 The District will not provide transportation to River Falls eSchool Charter School students.

Section 5.15 Students in the River Falls eSchool Charter School may opt to participate in the District's School Lunch program and Free and Reduced Lunch program. eSchool meal availability is subject to families ability to be able to pick up meals at the School District of River Falls school identified.

Section 5.16 Where applicable, the River Falls eSchool Charter School shall permit any designee(s) of the District Administrator to visit or inspect any River Falls eSchool Charter School facilities at any time during the term of this Contract, provided that such inspection shall not interfere with the orderly and efficient operation of the River Falls eSchool Charter School.

Section 5.17 Subject to Applicable Law, all River Falls eSchool Charter School records, including student records, will be maintained and retained in compliance with District policy. The Governance Board shall grant any designee(s) of the District Administrator upon reasonable notice the right to inspect and copy at cost any and all River Falls eSchool Charter School records and documents including, but not limited to, student records, at any time within normal business hours during the term of this Contract. Such inspection shall not interfere with the orderly and efficient operation of the River Falls eSchool Charter

School or otherwise unduly burden the Charter School staff and shall comply with all Applicable Law regarding student records.

Section 5.18 The River Falls eSchool Charter School shall comply with District procedures for the preparation and submission of grant applications and submit to the District copies of any grant applications made on behalf of the River Falls eSchool Charter School at the time the application is submitted to the funding authority.

Section 5.19 To the extent applicable, members of the Governance Board directly involved in the implementation of the terms and conditions of this Contract shall be subject to the code of ethics in Wis. Stat. §19.41 et. seq.

Section 5.20 The River Falls eSchool Charter School shall provide to the District the data needed by the District for purposes of making the report to the state superintendent and the legislature required under Wis. Stat., §118.40 (3m) (f).

ARTICLE SIX: JOINT RESPONSIBILITIES OF THE PARTIES

Section 6.1 Performance Evaluations:

- a. The District shall review the academic and financial performance of the River Falls eSchool Charter School annually. The measures used to evaluate the River Falls eSchool Charter School shall be consistent with all applicable measures used to evaluate the performance of all District schools. The River Falls eSchool Charter School Administrator and District Administrator will collaborate to develop the River Falls eSchool Charter School reporting procedure and timeline for reporting to the District and shall determine the information needed from the River Falls eSchool Charter School to complete the evaluation. To facilitate the evaluation process, the River Falls eSchool Charter School will provide to the District by October 31 of each year of the Contract, strategic financial, operational, and academic goals. As part of the District's evaluation process, the River Falls eSchool Charter School's performance will be reviewed in light of these goals.
- b. At the end of each school year during the term of this Contract, the River Falls eSchool Charter School shall provide to the District a report stating whether the River Falls eSchool Charter School met the standards set forth in the Department's accountability system. If the River Falls eSchool Charter School did not meet the standards, the report shall include a detailed plan for implementing all corrective requirements necessary for doing so.
- c. In considering renewal of this Contract, the District shall give priority consideration to the River Falls eSchool Charter School's performance in the state's accountability system and student achievement.

ARTICLE SEVEN: NOTICES, REPORTS, AND INSPECTIONS

Section 7.1 Notices.

- a. **Agendas and Meetings.** The River Falls eSchool Charter School shall provide to the District agendas and advance notice of all meetings of the Governance Board and its committees. Meetings of the Governance Board and its committees shall be governed by Robert's Rules of Order, Newly Revised and shall comply with Wisconsin Open Meetings Law for public entities, Wis. Stat. § 19.81, et seq.
- b. **Governmental Agencies.** The River Falls eSchool Charter School shall promptly notify the District when the River Falls eSchool Charter School receives any correspondence from the Department or the United States Department of Education, or other governmental agency that requires a formal response, except that no notice shall be required of any routine, regular, or periodic mailings.
- c. **Legal Actions.** The River Falls eSchool Charter School shall promptly report to the District any material litigation, threatened or filed, or formal court proceedings alleging violation of any Applicable Law with respect to the River Falls eSchool Charter School, its employees, or its students.

Section 7.2 Certain Reports.

The Governance Board shall provide such information and non-periodic reports as the District shall reasonably deem necessary to confirm compliance by the River Falls eSchool Charter School with the terms and conditions of this Contract.

ARTICLE EIGHT: REVOCATION OF CONTRACT BY THE DISTRICT

Section 8.1 Events of Default by the River Falls eSchool Charter School. The District under procedures in Section 8.2 may terminate this Contract if the District finds that any of the following Events of Default have occurred:

- a. The pupils enrolled in the River Falls eSchool Charter School have failed to make sufficient progress toward attaining the educational goals under Wis. Stat. § 118.01, have failed to achieve standards as determined by the Department for 3 consecutive years, or have failed to make progress as set forth in Section 6.2(c) of this Contract for 3 consecutive years;
- b. The School has failed to comply with generally accepted accounting standards of fiscal management with respect to the River Falls eSchool Charter School;
- c. The School employees, or agents provided the District false or intentionally misleading information or documentation in the performance of this Contract;
- d. The River Falls eSchool Charter School has failed to comply with Applicable Law;
- e. The River Falls eSchool Charter School has violated Wis. Stat. § 118.40.

- f. The Governance Board violates any of the terms, conditions, promises or representations contained in or incorporated into this Contract; or
- g. The River Falls eSchool Charter School is financially unsustainable as determined by an audit conducted in compliance with generally accepted accounting standards of fiscal management and/or the financial priorities of the River Falls School District.

Section 8.2 Procedures for the District's Revocation:

- a. Emergency Termination or Suspension Pending Investigation. When Risk of Student Health or Safety. If the District Board of Education and/or the District Administrator or designee determines that any of the Events of Default set forth in Section 8.1 has occurred and that thereby the health or safety of the River Falls eSchool Charter School's students is immediately put at risk, the District shall provide the River Falls eSchool Charter School written notice of such Event(s) of Default and, upon delivering such notice, may either terminate this Contract immediately or may exercise superintending control of the River Falls eSchool Charter School pending investigation of the pertinent charge.
 - 1. If the District elects to exercise superintending control pending investigation of the pertinent charge, the District shall give the River Falls eSchool Charter School written notice of the investigation, shall commence such investigation immediately, shall permit the River Falls eSchool Charter School to address the pertinent charge, and shall thereafter complete its investigation as quickly and as reasonably practicable.
 - 2. Upon completing its investigation, the District shall promptly deliver to the School in writing either a notice of immediate termination on the basis set forth in Section 8.2(a), or a notice of an Event of Default and an opportunity to cure pursuant to Section 8.2(c), or a notice rejecting the pertinent charge and reinstating control of the River Falls eSchool Charter School to the Governance Board.
- b. Emergency Termination or Suspension Pending Investigation When Risk of Financial Peril. If the District Board of Education and/or the District Administrator or designee determines that any of the Events of Default set forth in Section 8.1 has occurred and that thereby the District is immediately at risk for financial peril, the District shall provide the River Falls eSchool Charter School written notice of such Event(s) of Default and, upon delivering such notice, may either terminate this Contract immediately or may exercise superintending control of the River Falls eSchool Charter School pending investigation of the pertinent charge.
 - 1. If the District elects to exercise superintending control pending investigation of the pertinent charge, the District shall give the River Falls eSchool Charter School written notice of the investigation, shall commence such investigation immediately, shall permit the River Falls eSchool Charter School to address

the pertinent charge, and shall thereafter complete its investigation as quickly and as reasonably practicable.

2. Upon completing its investigation, the District shall promptly deliver to the School in writing either a notice of immediate termination on the basis set forth in Section 8.2(a), or a notice of an Event of Default and an opportunity to cure pursuant to Section 8.2(c), or a notice rejecting the pertinent charge and reinstating control of the River Falls eSchool Charter School to the Governance Board.
- c. **Non-Emergency Revocation and Opportunity to Cure.** If the District Board of Education and/or District Administrator or designee determines that any of the Events of Default has occurred, but that such occurrence does not thereby immediately put at risk the health or safety of the River Falls eSchool Charter School's students, the District shall advise the School in writing of the pertinent occurrence and shall specify a reasonable period of time (though in no instance less than 30 days) within which the River Falls eSchool Charter School shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the District Administrator.
1. If the River Falls eSchool Charter School does not so cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the District Board of Education or District Administrator, the District may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.
 2. If the District terminates this Contract, termination shall become effective at the end of the current academic semester unless determined otherwise by the District.
- d. Upon notification of termination and nonrenewal of this Contract and dissolution of the River Falls eSchool Charter School, the Governance Board shall designate an independent trustee who will be responsible for satisfying all outstanding financial liabilities of the River Falls eSchool Charter School and properly distributing the School's assets in compliance with the law and this Contract. The trustee shall return any unspent federal or state grant money or funds to the Department. The trustee shall dispose of all property purchased with state or federal funds as required by state or federal law.

ARTICLE NINE: TERMINATION BY THE GOVERNANCE BOARD

Section 9.1 Events of Default by District. The Governance Board under procedures in Section 9.2 may terminate this Contract if it finds that any of the following Events of Default have occurred:

- a. The Governance Board has lost its right to exercise authority granted under this Contract and/or under Wisconsin law.
- b. The number of students in the River Falls eSchool Charter School drops below the number determined by the Governance Board needed to maintain the financial viability of the River Falls eSchool Charter School.
- c. The District defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.
- d. The District has violated Wis. Stat. § 118.40 or other Applicable Law.
- e. The District has failed to comply with generally accepted accounting standards of fiscal management with respect to the River Falls eSchool Charter School.
- f. District employees, or agents provided the River Falls eSchool Charter School false or intentionally misleading information or documentation in the performance of this Contract.
- g. The District requires the River Falls eSchool Charter School to implement a significant change in the educational program set forth in Section 3.3.

Section 9.2 Procedures for Governance Board Termination of Contract:

- a. If the Governance Board determines that any of the Events of Default set forth in Section 9.1 has occurred, the Governance Board shall notify the District Board of Education and/or District Administrator or designee of the pertinent Event(s) of Default. The notice shall be in writing and shall set forth in sufficient detail the grounds for termination.
- b. Discretionary Termination.
 - 1. Upon receipt of notice of the Events of Default, the District Board of Education and/or District Administrator or designee may conduct a preliminary review of the alleged basis for termination to ensure that such bases are bona fide and to determine whether the Events of Default may be cured. Such review shall be completed promptly. Within thirty (30) days after the District Board of Education or District Administrator receives the Governance Board's notice, the District Board of Education or District Administrator shall deliver to the Governance Board a notice either approving the Governance Board's requested termination or denying the same on the grounds that the District intends to cure the Events of Default.
 - 2. If a notice approving or denying the requested termination is not delivered to the Governance Board in writing within thirty (30) days after the District Board of Education or District Administrator receives the notice, the Governance Board's notice shall be deemed an approved basis for termination.

3. If the District gives notice of its intent to cure the Events of Default, the Governance Board shall advise the District in writing of the pertinent occurrence and shall specify a reasonable period of time (though in no instance less than 30 days) within which the District shall cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Governance Board.
 4. If the District does not so cure or otherwise remedy the specified Event(s) of Default to the reasonable satisfaction of the Governance Board, the Governance Board may terminate this Contract by written notice delivered within 10 days after expiration of the specified period.
 5. If the Governance Board terminates this Contract, termination shall become effective at the end of the current academic semester.
- c. Termination, Nonrenewal and Closure Procedures
1. Upon termination of the Contract, the Governance Board shall assist the District in conducting a final accounting of the River Falls eSchool Charter School by making available to the District all books and records that have been reviewed in preparing the River Falls eSchool Charter School's annual audits and statements under this Contract.
 2. Upon termination and nonrenewal of this Contract, the Governance Board shall designate a records custodian who will be responsible for maintaining its records in accordance with the law and this Contract. Following the expiration of any statutory retention period the records custodian will arrange for the destruction of records in a manner that ensures their confidentiality.
 3. Upon notification of termination and nonrenewal of this Contract and dissolution of the River Falls eSchool Charter School, the Governance Board shall designate an independent trustee who will be responsible for satisfying all outstanding financial liabilities of the River Falls eSchool Charter School and properly distributing the School's assets in compliance with the law and this Contract. The trustee shall return any unspent federal or state grant money or funds to the Department. The trustee shall dispose of all property purchased with state or federal funds as required by state or federal law.

ARTICLE TEN: TECHNICAL PROVISIONS

Section 10.1 Term of Contract. This Contract shall commence on July 1, 2022 by both Parties and shall terminate on June 30, 2027. The Contract may be renewed for additional terms as agreed to by the Parties. The decision to renew will be driven in part by the River Falls eSchool Charter School's performance in the Wisconsin accountability system and proven student achievement.

Section 10.2 Applications of Statutes. If, after the commencement of this Contract, there is a change in Applicable Law that alters or amends the responsibilities or obligations of any of the Parties with respect to this Contract, this Contract shall be altered or amended to conform to the change in existing law as of the effective date of such change.

Section 10.3 Amendments. This Contract may be amended only upon the written agreement of the Parties.

Section 10.4 Severability. If any provision of this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 10.5 Successors and Assigns. The terms and provisions of this Contract are binding and shall insure to the benefit of the Parties and their respective successors and permitted assigns.

Section 10.6 Entire Agreement. This Contract sets forth the entire agreement between the Parties with respect to the subject matter of this Contract. All prior application materials, agreements or contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 10.7 Assignment. This Contract is not assignable by either Party without the prior written consent of the other Party.

Section 10.8 Non-waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 10.9 Force Majeure. If any circumstances occur which are beyond the control of a Party, which delay or render impossible the obligations of such Party, the Party's obligation to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 10.10 No Third Party Rights. This Contract is made for the sole benefit of the River Falls eSchool Charter School. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 10.11 Governing Law. This Contract shall be governed and controlled by the laws of the State of Wisconsin.

Section 10.12 Counterparts. This Contract may be executed in counterparts and shall be as effective as if executed in one document. Electronic signatures shall be as effective and valid as original signatures. This Contract shall only be valid and binding upon the signatures of all parties.

Section 10.13 Notices. Whenever this Contract provides that notice must or may be given to another Party, or whenever information must or may be provided to another Party, the Party who may or must give notice or provide information shall fulfill any such responsibility under this Contract if notice is given or information is provided to:

School District of River Falls
Stacy Johnson-Myers, Board President
852 E. Division Street
River Falls, WI 54022

School District of River Falls
Jamie Benson, District Administrator
852 E. Division Street
River Falls, WI 54022

Charter School Inc. Governance Board
TBD, Board President
852 E. Division Street
River Falls, WI 54022

Notice hereunder shall be effective if made by hand delivery to the pertinent Party or by United States mail, postage prepaid, certified with return receipt requested. Notices shall be effective when actually received by the addressee, if made by hand delivery, or 2 days after delivering the pertinent notice to the control of the United States Postal Service, if made by certified mail with return receipt requested.

The undersigned have read, understand, and agree to comply with and be bound by the terms and conditions as set forth in this Contract. In addition, each signatory below represents that he/she has authority to act on behalf of the respective represented Party, and understands that the other Party is relying on said representation.

River Falls eSchool Charter School, Inc.
By:

The School District of River Falls
By:

Governance Board President

School Board President

Date

Date

ATTEST:

School Board Clerk

Date

SCHOOL DISTRICT OF RIVER FALLS
River Falls, Wisconsin 54022

421-Rule

EARLY ADMISSION PROCEDURES

Early Admissions Requests

Parents considering early entrance for their child to begin school early must submit their request in writing to the Director of Academic Services and identified school personnel of the proceeding school year stating the reasons why they think their child is ready for early entrance. Written application for early admission must be received by April 1 unless extenuating circumstances apply. Appropriate personnel will conduct **a district selected developmental age-appropriate screener** ~~an evaluation~~ after determining the validity of the request from the parent/guardian. If at any point throughout the ~~evaluation~~ **screening** process the child does not reach the identified baseline, testing will cease and early admission will be denied.

Early Entrance to Four-Year-Old Kindergarten

To be considered for early admission to four-year old kindergarten in the School District of River Falls, the school board requires that the following conditions and standards be met.

1. The child must reach the age of four on or before October 1 of the school year he/she proposes to enter school.
2. Parent(s) **or guardian(s)** considering early entrance must submit their request in writing to the Director of Academic Services, RF4C Program Coordinator and **RF4C Administrator** ~~school principal~~ by April 1st of the proceeding school year.
3. **The RF4C Program Coordinator will hold a personal interview with the parent/guardian to discuss reasons for requesting early admissions, medical history, summary of developmental milestones, general behavior at home, pre-school experiences, family background, and to inform the parent/guardian of the early admissions criteria and screeners.**
- 3.4. Parents **or guardians** will be required to complete **a district selected developmental age-appropriate screener.** ~~the Ages and Stages Questionnaire 3rd Edition (ASQ 3) and Ages and Stages Social Emotional (ASQ-SE) screeners provided by the district.~~
5. **The child must be observed in their current classroom, daycare, or home setting with their peers in order to assess the potential for success in the school setting intellectually, socially, physically, and emotionally.**
 - A. **The observation shall include evaluating the child on their ability to:**
 - **Follow multi-step directions**
 - **Play with or alongside peers**
 - **Sit and attend for a minimum of 10 minutes**

- Find their name in a list of other names
- Identify basic colors, numbers, and 12 uppercase letters
- Ability to demonstrate age appropriate fine, gross motor and self-help skills.

If the child meets the criteria above, the assessment will continue.

- 4 ~~6~~.- Parent(s) **or guardian(s)** permission to begin testing will be requested **from and received by the building-specified school psychologist.**
5. ~~The RF4C Program Coordinator and School Psychologist will hold a personal interview with the parent/guardian to discuss reasons for requesting early admissions, medical history, summary of developmental milestones, general behavior at home, pre-school experiences, family background and to inform the parent/guardian of the early admissions criteria.~~
6. ~~7.~~ Testing is **will be** scheduled by the school psychologist.
7. ~~8.~~ Assessment **continues using the following criteria:** begins with the following criteria.
- A. ~~The child must be observed in their current classroom setting with their peers in order to assess the potential for success in the school setting intellectually, socially, physically, and emotionally. The observation may include evaluating the child on their ability to follow multiple step directions, play with or alongside peers, sit and attend for a minimum of 10 minutes, find their name in a list of other names, identify four of 8 basic colors and ability to demonstrate age appropriate fine, gross motor and self-help skills.~~
- B. ~~An RF4C teacher must meet with the child to use the district developed RF4C assessment aligned with the Wisconsin Model Early Learning Standards and goals and objectives from Creative Curriculum. Data collected will be used in addition to IQ testing to determine the child's readiness and potential for success in early admissions to 4 year old kindergarten.~~
- A. **The child must demonstrate physical, social-emotional and adaptive behavior at or above the 95th percentile. The child's development in these areas is assessed utilizing the district selected developmental assessment.**
- B. The child must attain a full scale IQ at or above the 95th percentile on the district administered IQ test that is developmentally appropriate.
- C. ~~The child must attain a standard score of greater than 100 in motor ability as assessed by the Beery Developmental Test of Visual Motor Integration or on an equivalent assessment selected by the district.~~
- D. ~~The child must demonstrate physical, social-emotional and adaptive behavior development at least 20% above his/her chronological age. The child's~~

development in these areas is assessed utilizing the Child Development Inventory.

9. Within two weeks after the evaluation has been completed, the Director of Academic Services shall notify the child's parent(s) or guardian(s) of the **evaluation results** ~~results of the evaluation and the staff recommendation~~ regarding admission to 4-year-old kindergarten, **including details of criteria met and not met**. A written decision regarding the request will be provided to the parent(s) or guardian(s) and a copy kept on file in the District.
 - A. If the request is approved, the child's placement shall be reviewed within 30 days of admission or after the first term to ensure their successful adjustment to the school setting and that they are making satisfactory progress. The decision to continue shall be made by the classroom teacher, RF4C Coordinator and **RF4C Administrator** ~~principal~~. The decision will be communicated to the child's parent(s) or guardian(s) once it is made.
 - B. A decision not to recommend early admission to school may be appealed to the **Superintendent** ~~district administrator~~, whose decision may be appealed to the ~~s~~**School b**~~Board~~. The ~~s~~**School b**~~Board~~ has the final authority for deciding whether or not the child is to be admitted to 4-year-old kindergarten in accordance with the conditions and standards specified in this procedure.

Early Entrance to 5-Year-Old Kindergarten

To be considered for early admission to 5-year-old kindergarten in the School District of River Falls, the ~~s~~**School b**~~Board~~ requires that the following conditions and standards be met.

1. The child must reach the age of five on or before October 1 of the school year he/she proposes to enter school.
2. Parent(s) **or guardian(s)** considering early entrance must submit their request in writing to the Director of Academic Services and school principal by April 1st of the proceeding school year.
3. **The child and parent(s) or guardian(s) will meet with a building-specified school psychologist for a personal interview with the parent/guardian to discuss reasons for requesting early admissions, medical history, summary of developmental milestones, general behavior at home, pre-school experiences, family background, and to inform the parent/guardian of the early admissions criteria and screeners.**
4. **Parents or guardians will be required to complete a district selected development age-appropriate screener.**
5. **The child must be observed in their current classroom, daycare, or home setting with their peers in order to assess the potential for success in the school setting intellectually, socially, physically, and emotionally.**

- A. The observation shall include evaluating the child on their ability to:
- Successfully identify all lower and upper case letters;
 - Numbers from 0-10;
 - Identify all colors; and
 - Ability to demonstrate age-appropriate fine, gross motor and self-help skills.

If the child meets the criteria above, the assessment will continue.

- ~~3. School psychologist receives parental permission to begin testing.~~
4. **6. Parent or guardian permission to begin testing will be requested and received by the school psychologist, who will then schedule testing.** ~~Testing is scheduled by the school psychologist.~~
5. **7. Assessment begins with continues using** the following criteria:
- ~~A. The child and parent(s) will meet with a kindergarten teacher where the potential student must be able to successfully identify all lower and upper case letters, numbers from 0-10 and colors.~~
- A. The child must demonstrate physical, social-emotional and adaptive behavior at or above the 95th percentile. The child's development in these areas is assessed utilizing the district selected developmental assessment.**
- B. The child must attain a full scale IQ at or above the 95th percentile on the district administered IQ test that is developmentally appropriate.
- ~~C. The child must attain a standard score of greater than 100 in motor ability as assessed by the Beery Developmental Test of Visual Motor Integration or on an equivalent assessment selected by the district.~~
- ~~D. The child must demonstrate physical, social-emotional and adaptive behavior development at least 20% above his/her chronological age. The child's development in these areas is assessed utilizing the Child Development Inventory.~~
- ~~6.~~ **8. Within two weeks after the evaluation has been completed, the Director of Academic Services shall notify the child's parent(s) or guardian(s) of the evaluation results results of the evaluation and the staff recommendation regarding admission to 5-year-old kindergarten, including details of criteria met and not met.** A written decision regarding the request will be provided to the parent(s) or guardian(s) and a copy kept on file in the District.
- A. If the request is approved, the child's placement shall be reviewed within 30 days of admission or after the first term. The decision to continue or change the placement shall be made by the classroom teacher, principal and student

services personnel as necessary. The decision will be communicated to the child's parent(s) or guardian(s) once it is made.

- B. A decision not to recommend early admission to school may be appealed to the **Superintendent** ~~district administrator~~, whose decision may be appealed to the ~~s~~School ~~b~~Board. The ~~s~~School ~~b~~Board has the final authority for deciding whether or not the child is to be admitted to kindergarten in accordance with the conditions and standards specified in this procedure.

Early Entrance to First Grade

To be considered for early admission to first grade in the School District of River Falls, the ~~s~~School ~~b~~Board requires that the following conditions and standards be met.

1. The child must reach the age of six on or before October 1 of the school year he/she proposes to enter school.
2. Parent(s) **or guardian(s)** considering early entrance must submit their request in writing to the Director of Academic Services and school principal by April 1st of the proceeding school year.
3. Admissions information will be collected to identify the child's eligibility for early admission to first grade including:
 - A. Admission to and successful completion of kindergarten under state law verified by records and/or phone contact;
 - B. Successful completion of a program for kindergarten children which the school district deems equivalent to kindergarten verified by records and/or phone contact;
 - C. Demonstration of the social, emotional, physical and mental maturity normally expected for successful participation in first grade.
 - D. **Completion of a personal interview conducted by the building-specified school psychologist with the child's parent/guardian to discuss reasons for requesting early admissions, medical history, summary of developmental milestones, general behavior at home, pre-school experiences, family background, and to inform the parent/guardian of the early admissions criteria and screeners.**
4. **Parents or guardians will be required to complete a district selected age-appropriate development screener.**
5. **The child must be observed in their current classroom setting with their peers in order to assess the potential for success in the new setting intellectually, socially, physically, and emotionally.**

6. Parent or guardian permission to begin testing will be requested and received by the building-specified school psychologist.

7. Testing is scheduled by the building-specified school psychologist.

~~8. Demonstrates intellectual skills evidenced through IQ testing.~~

~~9. School psychologist receives parental permission to begin testing.~~

~~8.~~ Assessment begins with continues using the following criteria.

A. The child must demonstrate physical, social-emotional, and adaptive behavior at or above the 95th percentile. The child's development in these areas is assessed utilizing the district selected developmental assessment.

B. The child must attain a full scale IQ at or above the 95th percentile on the district administered IQ test that is developmentally appropriate.

~~C. The child must demonstrate physical, social-emotional and adaptive behavior development at least 20% above his/her chronological age. The child's development in these areas is assessed utilizing the Child Development Inventory.~~

~~D. The child must demonstrate physical, social-emotional and adaptive behavior development at least 20% above his/her chronological age. The child's development in these areas is assessed utilizing the Child Development Inventory.~~

~~9.~~ Within two weeks after the evaluation has been completed, the Director of Academic Services shall notify the child's parent(s) or guardian(s) of the evaluation results results of the evaluation and the staff recommendation regarding admission to first grade, including details of criteria met and not met. A written decision regarding the request will be provided to the parent(s) or guardian(s) and a copy kept on file in the District.

E. If the request is approved, the child's placement shall be reviewed within 30 days of admission or after the first term. The decision to continue or change the placement shall be made by the classroom teacher, principal and student services personnel as necessary. The decision will be communicated to the child's parent(s) or guardian(s) once it is made.

F. A decision not to recommend early admission to school may be appealed to the Superintendent district administrator, whose decision may be appealed to the sSchool bBoard. The sSchool bBoard has the final authority for deciding whether or not the child is to be admitted to first

grade in accordance with the conditions and standards specified in this procedure.

CROSS REF.: Policy 421, Entrance Age

APPROVED: March 19, 1973

REVISED: March 17, 1980

September 16, 1991

DELETED AS BOARD POLICY: December 17, 2007

ADOPTED AS ADMINISTRATIVE PROCEDURE: December 17, 2007

REVISED: May 18, 2009

March 21, 2011

June 1, 2015

REINSTATED AS BOARD POLICY: MAY 16, 2016

REVISED: February XX, 2022



School District of River Falls

ADMINISTRATIVE OFFICE

852 East Division Street, River Falls WI 54022

715-425-1800 phone / 715-425-1804 fax

www.rfsd.k12.wi.us

January 10, 2022

Administrative recommendation to the River Falls School Board of Education for Open Enrollment during the 2022-23 school year:

The School Board of River Falls “shall” guarantee open enrollment approval to all currently-attending applicants and siblings of currently-attending applicants.

Enrollment projections in the School District of River Falls have been cast forward based on current student enrollment and has determined its available seat capacity for the 2022-23 school year for regular education students to be:

RF4C – unlimited seats

Greenwood ES, River Falls Public Montessori Elementary, Rocky Branch ES and Westside ES

Grades K-5 – unlimited seats

Meyer Middle School

Grades 6, 7 and 8 – unlimited seats

River Falls High School

Grades 9-12 – unlimited seats

Renaissance Charter Academy

Grades 9-12 – fifteen (15) seats

River Falls eSchool Charter School

Grades K-2 – fifteen (15) seats

Grades 3-5 – fifteen (15) seats

Grades 6-8 – fifteen (15) seats

Grades 9-12 – zero (0) seats

Special education seats are determined by program and staff availability. Open enrollment may be considered if the district is able to provide related services required in the student’s IEP and whether it has space. The River Falls School District shall review each student’s IEP individually to ensure the entire IEP can be provided. Based on current enrollment projections for the 2021-22 school year, the available seat capacity for special education students is based on specific programs offered in our district and listed below:

Cross-Categorical – ES zero (0) seats

Cross-Categorical – MS zero (0) seats

Cross-Categorical – HS zero (0) seats

Early Childhood Special Education – zero (0) seats

Emotional Behavioral Disability – ES zero (0) seats

Emotional Behavioral Disability – MS zero (0) seats

Emotional Behavioral Disability – HS zero (0) seats

Intellectual Disability Severe – ES zero (0) seats

Intellectual Disability Severe – MS zero (0) seats

Intellectual Disability Severe – HS zero (0) seats

Occupational Therapy – Early Childhood-12; zero (0) seats

Visual Impairment – Early Childhood-12; zero (0) seats

Hearing Impairment – Early Childhood-12; zero (0) seats

Physical Therapy – Early Childhood – 12; zero (0) seats

Specific Learning Disability – ES zero (0) seats

Specific Learning Disability – MS zero (0) seats

Specific Learning Disability – HS zero (0) seats

Speech and Language – Early Childhood-5; zero (0) seats

Speech and Language – MS zero (0) seats

Speech and Language – HS zero (0) seats

Visual Impairment – Early Childhood-12; zero (0) seats

School District of River Falls
Educational Options for the 2022-23 School Year

Pursuant to Wisconsin State Statute 115.28 (54m), notice must be provided regarding the educational options available to all students who are at least three years old, but not yet 18 years old. Each of the [following areas](#) represent educational options for Wisconsin students.

The School District of River Falls “Exceeded Expectations” on the Wisconsin Department of Public Instruction’s District Report Card for the 2020-21 school year. Additionally, Greenwood Elementary School Significantly Exceeded Expectations and all remaining schools in the School District of River Falls Exceeded Expectations. Specific district and school report cards can be located at <https://apps2.dpi.wi.gov/reportcards/> for your convenience. Report card data can also be found on each of our school’s individual web pages.

The School District of River Falls offers students a variety of educational options to children who reside within the boundaries of the School District of River Falls. The District’s primary educational pathway and instructional program for students begin with our 4-year-old kindergarten program through 12th grade. The District’s educational options and recent school performance category (if applicable) are listed below:

Enrollment Options:

- Attendance at resident public schools
- Attendance at private schools participating in the Wisconsin Private School Choice
- Program attendance at local district charter schools
- Attendance at virtual schools
- Full-time open enrollment
- Early College Credit Program and Start College Now Program
- Partial enrollment options for pupils enrolled in a home-based private educational program
- Parents of children with disabilities are also advised that there is a special needs voucher program

School District of River Falls Specific Options:

River Falls 4 Children (4C) Community Sites:

Abundant Life
Jacob’s Ladder
Little Adventures 1
Little Adventures 2
The University Preschool
UW-River Falls CHILD Center
River Falls Public Montessori Elementary

Elementary Schools:

Greenwood Elementary School - Significantly Exceeds Standards
River Falls Public Montessori Elementary - Exceeds Standards
**Charter School*

Rocky Branch Elementary School - Exceeds Standards
Westside Elementary School - Exceeds Standards

Middle School:

Meyer Middle School - Exceeds Standards

High Schools:

Renaissance Charter Academy - Alternate Accountability Ranking (Satisfactory Progress)

**Charter School*

River Falls High School - Exceeds Standards

River Falls eSchool Charter School

Grades K-12; No Report Card Data currently available.

**Charter School*

Additional Educational programs offered to eligible students who are enrolled in and attending school in the School District of River Falls include:

- Early childhood special education (for students who are at least 3 years old, prior to school-age)
- Special education for students with disabilities
- English learner services
- Career and Technical Education (CTE) Academies and local programs
- Personalized learning instructional opportunities
- Alternative educational program(s)
- Summer school programming
- Character education initiatives
- Academic and Career Planning Initiatives
- College and Career Fairs

Charter School Programs Offered in the River Falls School District:

River Falls Public Montessori Elementary

River Falls Public Montessori Elementary (4K-6) is a collaborative community that supports the development of intrinsically motivated, inquisitive, critical thinking citizens who realize their full potential to serve and positively impact the world. By following the Montessori Method, we promote individualized learning through the exploration and inquiry in multi-aged communities to develop the whole child. For more information, please visit our webpage at <https://www.rfsd.k12.wi.us/schools/montessori/>.

River Falls eSchool Charter School

The River Falls eSchool is a full-time virtual/online school opportunity that provides students with personalized curriculum and experiences for each grade level according to individual student needs. Our eSchool will embed Character Education into our curriculum and instructional planning and students will be invited to participate in monthly connections and wellness days to encourage student connections on a regular basis. eSchool curriculum will be a blend of Wisconsin Virtual School courses and courses delivered by our own District staff. This is an excellent opportunity for students to experience a more flexible and personalized learning environment. For more information, please visit our webpage at <https://www.rfsd.k12.wi.us/schools/virtual/index.cfm>.

Renaissance Charter Academy (RCA)

The Renaissance Charter Academy (9-12) is an innovative, charter school that offers programs to meet the needs of a wide range of learners. Our specialty lies in the area of individualized learning with social and emotional support. The Renaissance Academy partners with the River Falls High School to offer students a larger variety of courses, electives, sports, activities, and clubs. We also offer dual credit courses in cooperation with local technical colleges. We ensure that all students have a firm grasp of core academics and skills necessary to achieve post-secondary life goals. Students at the Renaissance Academy are expected to demonstrate independent learning skills and embrace the concept of lifelong learning. An evening program is offered for students interested in credit recovery. For more information, please visit our webpage at <https://www.rfsd.k12.wi.us/schools/renaissance/>.

High School Program Highlights:

Students at River Falls High School (RFHS) have a wide variety of educational opportunities throughout their time enrolled. These opportunities are provided to meet the needs of our students with variation in coursework as well as to personalize their learning experience to best meet their individual needs. Additionally, we strive to ensure we are providing quality opportunities aligned with our district and community expectations. Below are opportunities provided for current students enrolled at RFHS:

Face-to-Face Classroom Instruction:

Students at River Falls High School have the opportunity to enroll in a wide variety of coursework in core academic classes, visual arts, performing arts, career and technical education, family consumer science, and other elective opportunities. These courses offered by RFHS staff are offered through face-to-face instruction or hybrid online courses taught using our learning management system; Schoology. Students participating in these educational opportunities are held accountable to the grading for learning guidelines identified by RFHS and included in our student handbook. These expectations are further communicated in teacher syllabi and/or course expectation guidelines.

Work-Based Learning

Students are offered an opportunity to “earn while they learn”. Students explore real work career opportunities through one of these three school-to-work programs:

Work Experience

- Students earn .5 credits per term for working 90+ hours with a maximum of 1 credit during their high school career.
- Students learn to use employability skills valued by employers while helping students explore career interests.
- Students who successfully complete this program will earn a Employability Skills Certificate issued through the Wisconsin Department of Public Instruction.
- A Student's job does not need to fall within any specific CTE program area.

Cooperative Skills (COOP)

- The COOP program offers juniors and seniors a course of study that integrates academic work, worksite learning, and paid work experience.
- This program is administered through the Wisconsin Department of Public Instruction where upon successful completion, awards students with a state issued certificate.
- There are several specific program areas from which the student's job must qualify (Agriculture/Agribusiness, Business, Childcare, Assistant Child Care Teaching, (ACCT)/Infant-Toddler, Food Service, IT, Marketing, Employability Skills Certificate and Youth Leadership Certificate).

- Requires 480 hours of work experience and concurrent related CTE classes.

Youth Apprenticeship (YA)

- Rigorous one or two year state certification program combining academic and technical instruction with mentored, paid, on-the-job training.
- Upon successful completion of their apprenticeship, students earn a certificate issued by the State of Wisconsin Department of Workforce Development that will become a permanent record on their high school transcript.
- Students must take related high school or college classes that help to enhance their worksite experience.
- Students must complete a minimum of 450 hours at their YA worksite each year.
- Open to Juniors and Seniors.

Students may earn a maximum of six high school credits for YA. Total credits earned for YA will be based on a combination of specific job and hours worked.

Additional course opportunities include:

Online Courses (WVS) Hybrid Courses

Advanced Placement (AP)

Transcripted Credits (TC)

Advanced Standing (AS)

Independent Study (IS)

Renaissance Charter Academy (RCA)

**See above for additional information.*

Wisconsin Virtual School (WVS) Courses:

Students at RFHS are provided with the opportunity to participate in coursework offered through WVS. These courses are offered online through a partnership with CESA 9. RFHS students who enroll in WVS coursework have access to additional course opportunities not always offered at RFHS. RFHS has an identified Local Education Guide (LEG) who facilitates all student enrollment in WVS coursework. Our LEG conducts an introduction meeting with students, sends out regular student progress reports, and is available as a liaison if students have any difficulty in the online learning environment.

Why do we use WVS?

- WVS allows us the opportunity to offer courses that we are not able to offer at RFHS.
- WVS allows students to enroll in courses for students who want to participate in other priority courses that conflict with scheduled offerings.
- WVS allows students to personalize their schedule, course selection, and best meet their learning style.
- WVS strives to offer quality courses through their program, has established criteria and standards in which they select their providers, and regularly review and update their course offerings.

Early College Credit Program:

Early College Credit Program (ECCP) is a collaborative program between RFHS, UWRF, CVTC, and WITC. Students may enroll in college level courses that earn high school and college or technical school credit. Admission is based on school records and/or special interest courses, approval by the School Board, and available space. If approved, tuition and fees are paid by the school district. Application deadlines are March 1 for fall semester and October 1 for spring semester. Students may

not enroll in more than 18 credits during their junior and senior years. Upon enrollment in an ECCP course, it is the student's responsibility to notify the college or technical school if the student decides not to take the course. This must be accomplished prior to the first class session in order to avoid enrollment charges. Students/families will be required to reimburse the school district for tuition costs in the event of failed or incomplete ECCP classes.

Part-time Open Enrollment:

Part-time Open Enrollments provides a means for Wisconsin students to take courses offered by other Wisconsin school districts and also includes the opportunity for students to enroll in courses offered by charter schools, various institutions of higher education, and approved nonprofit organizations at no cost to the student. Specifically, Part-time Open Enrollments allows students enrolled in a public school district to take up to two courses at any time from an educational institution. Part-time Open Enrollments applications must be submitted and received 6 weeks prior to the start of any course.

For more information, please contact the Director of Academic Services, Jennifer Peterson, at jennifer.peterson@rfsd.k12.wi.us or (715) 425-1800.

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