

School District of River Falls
Educational Program Committee Meeting

Monday, February 3, 2025 - 6:00 PM

District Office

852 E Division Street

River Falls, Wisconsin 54022

Educational Program Committee members: Alan Tuchtenhagen (Chair), Lindsey Curtis, & Monica LaVold

A quorum of the Board may be present for information-gathering purposes only.

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 - 6:00 PM

2. MANNER OF PUBLIC NOTIFICATION OF MEETING

3. HEARING OF VISITORS OR DELEGATIONS

4. OVERVIEW OF WIAA NAME, IMAGE, AND LIKENESS (NIL) PROPOSED AMENDMENT 3

Description: David Crail, Athletic Director, will give an overview of the WIAA Name, Image, and Likeness (NIL) proposed amendment.

Recommended Action: None, informational only.

5. APPROVE 2025-2026 RF4C CONTRACT 7

Description: David Bell, Superintendent, will present the District's 2025-2026 RF4C Contract.

Recommended Action: Approve the RF4C Contract for the 2025-2026 school year.

6. REVIEW POLICY 347 STUDENT RECORDS 20

Description: Amy Wise and MaryBeth Elliott, Co-Directors of Academic Services, will present Policy 347 Student Records. This policy outlines purposes for maintaining student records.

Recommended Action: Approve the initial reading of revised School Board Policy 347 Student Records.

7. REVIEW POLICY 347-RULE GUIDELINES FOR THE CONFIDENTIALITY AND MAINTENANCE OF STUDENT RECORDS 22

Description: Amy Wise and MaryBeth Elliott, Co-Directors of Academic Services, will present revised School Board Policy 347-Rule Guidelines for the Confidentiality and Maintenance of Student Records. This policy defines records and outlines procedures for maintaining the confidentiality and proper handling of student records, ensuring that personal information about students is protected and only accessed by authorized personnel.

Recommended Action: Approve the initial reading of revised School Board Policy 347-Rule Guidelines for the Confidentiality and Maintenance of Student Records.

8. 150-DAY ACADEMIC SERVICES UPDATE 33

Description: Amy Wise and MaryBeth Elliott, Co-Directors of Academic Services, will present a 150-day update toward our goals for the 2024-25 school year.

Recommended Action: None, informational only.

9. PROPOSED/SUGGESTED ITEMS FOR THE NEXT REGULAR AND FUTURE EDUCATIONAL PROGRAM MEETING AGENDA(S)

Description: As always, committee members will be given the opportunity to suggest items for future committee and/or Board meeting agendas.

Recommended Action: As needed.

10. SCHEDULE NEXT EDUCATIONAL PROGRAM COMMITTEE MEETING

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

Recommended Action: Set the meeting schedule as follows:

Educational Program Committee meeting: Monday, March 3, 2025, 6:00 p.m.

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

11. ADJOURN

RIVER FALLS WILDCATS

Name, Image & Likeness

Name, image, and likeness rights refer to the ability of an individual to control and profit from the use of their name, image, and likeness in various forms of media, including advertising, merchandise, and video games.

- NIL Network

What does “Name, Image and Likeness” mean?

NAME **IMAGE** **LIKENESS**



These three elements make up the legal concept known as “right to publicity.” This gives a person the right to control the commercial use of their personal brand to make money.

EXAMPLES OF NIL-RELATED ACTIVITIES:

- Personal Appearances
- Endorsements of a business’ products or services
- Sale of personal brand merchandise
- Representation in video games
- Featured coach or speaker at an event
- Autographs

Current WIAA Language

A student may not accept, receive and/or direct to another, reimbursement in any form of salary, cash (including gift cards), or share of game or season proceeds for athletic accomplishments, such as being on a winning team, being selected for the school varsity team, or being a place winner in an individual tournament, etc.

A student may receive:

- 1) school mementos valued not more than \$200
- 2) an award valued no more than \$100 retail
- 3) NON SCHOOL competition apparel worn by the student as part of the team uniform.

Rules further prevent athletes from receiving compensation or benefit, directly or indirectly, for the use of name, picture, and/or personal appearance as an athlete because of ability, potential, and/or performance as an athlete. Athletes may not receive free and/or reduced rates on equipment, apparel, camps/clinics/instruction, and competitive opportunities that are not identical for any and all interested students.

A student may not be identified as an athlete, provide endorsement as an athlete, or appear as an athlete in the promotion of a commercial/advertisement and/or profit-making event, item, plan, or service. An athlete violates this rule if he/she plays in any contest (school or nonschool) under a name other than his/her own. (RE – Art. IV)

Proposed Language

Note: This language is not finalized and is subject to change prior to membership vote

An athlete forfeits amateur status in a sport by capitalizing on athletic fame by receiving money, compensation, endorsements or gifts of monetary value in affiliation or connection with activities involving the student's school team, school, Conference or WIAA (scholarships to institutions of higher learning are specifically exempted).

- 1) This provision is not intended to restrict the right of any student to participate in a Name, Image and Likeness (NIL) commercial endorsement provided there is no school team, school, conference or WIAA affiliation.
- 2) Prohibited NIL Activities:
 - a. The student shall not appear in the uniform of the student's school and does not utilize the marks, logos, etc. of the school team, school, conference or WIAA as part of any endorsement.
 - b. The student shall not promote activities nor products associated with the following: gaming/gambling; alcoholic beverages, tobacco, cannabis, or related products; banned or illegal substances; adult entertainment products or services; weapons (i.e. firearms).
 - c. The compensation is not contingent on specific athletic performance or achievement (ie. financial incentives based on points scored).
 - d. The compensation is not provided by the school or persons associated with school as an inducement to attend a particular school ("recruiting") or to remain enrolled at a particular school.

Continued

Note: Definition of 'persons associated with school' include, but are not limited to: current or former coaches, current or former athletes, parent(s)/guardian(s)/caregiver of current or former student/athletes (exception of one's own parent), booster club members, alumni, spouses or relatives of coaches, teachers and other employees, coaches who become employed, active applicants for coaching positions, and persons who are employed by companies or organizations that have donated monetarily, athletic supplies, equipment or apparel to that school.

e. The NIL activities do not interfere with a student athlete's academic obligations.

f. A student does not miss athletic practice, competition, travel, or other team obligations in order to participate in NIL opportunities.

g. A student cannot utilize representation or contract an agent. High schools, their employees or persons associated with school are not allowed to help facilitate deals for student-athletes.

What could this look like?

Student Athlete would:

(No mentioned or shown ties to school/conference/WIAA)

- Be able to be in an advertisement for a local business with compensation
- Receive discounted clothing/gear/training
- Develop and be compensated for social media posts related to his/her athletics
- Parents/Athletes are responsible for all legal aspects of contractual agreement

Business would:

- Be able to engage student-athletes for endorsements
- Need to choose if they want to support the school or an individual athlete

What's Next



Conference Conversations:

- Athletic Handbooks
- Parent/Athlete Meetings
- School Policy
- Possible NIL Partners

WIAA Annual Meeting - April 25th

- Vote Outcome

When would it go into effect if passed?

- Release of the May WIAA Bulletin



SCHOOL DISTRICT OF RIVER FALLS

River Falls 4 Children

COMMUNITY-BASED 4K

AGREEMENT

This Agreement regarding the River Falls 4 Children program (“RF4C”) is between _____ (“Provider”), a partner, and the School District of River Falls (“RFSD”). This Agreement shall be for the **2025-2026** school year. It is agreed between Provider and RFSD as follows: RFSD and Provider are each sometimes referred to herein as a “Party” and collectively as the “Parties.”

I. OPERATIONS

- A. Provider shall hold and maintain a valid child care license issued by the Wisconsin Department of Children and Families and not be subject to or have been subject to any “enforcement actions” for a period of 2 years before the Effective Date of this Agreement and throughout the term of this Agreement.
- B. Provider shall provide all required teacher(s), teacher assistant(s) and site for delivery of all services to be provided by Provider under this Agreement (collectively, the “RF4C Services”).
- C. **RF4C Services will be provided on all scheduled days and hours on the School Calendar, as hereinafter defined. Days and hours of instruction will be added if inclement weather results in fewer than 437 hours per school year.**
- D. **A standard school calendar will be provided by the RF4C Coordinator to Provider no later than July 15 (the “School Calendar”). The School Calendar will include days and hours of instruction which must be followed by the Provider. Provider may request changes to the School Calendar by August 1 but RFSD has no obligation to accept any such requested changes. Any proposed changes to the School Calendar to be followed by Provider must first be approved, in writing by the RF4C Coordinator. Any failure by Provider to adhere to the School Calendar will result in a reduction, on a prorated basis, of the per pupil payments outlined in Part V, Section D.**

- E. Childcare and/or extended services are an option for preschool participants but not a condition of enrollment in the RF4C program at the Provider's facility. It is understood and agreed that RFSD has no involvement of any kind with any other services and/or care given by Provider.
- F. Provider will comply with the site technology requirements, which require, at a minimum, maintaining email and internet capabilities.
- G. The RF4C Coordinator shall be advised by the Site Coordinator of current enrollments, attendance reports and all other reports requested by RFSD in accordance with determined deadlines.

II. LOCATION/FACILITIES

- A. The RF4C Services will be provided, pursuant to this Agreement, at facilities located at (address), River Falls, Wisconsin 54022 (the "Site").
- B. The Provider will maintain an appropriate environment for four-year-olds at the Site. The appropriateness of the environment is subject to the approval of RFSD. An appropriate environment includes, but is not necessarily limited to:
 - (i) Maintaining indoor/outdoor space/equipment and toys in good condition;
 - (ii) Indoor play space with equipment appropriate for early childhood;
 - (iii) Outdoor play space with equipment appropriate for early childhood;
 - (iv) Maintain a clean, well-lit, secure site;
 - (v) Provide adequate personal storage space for children (i.e. "cubbies");
 - (vi) A space which complies with the requirements imposed by the Establishment Clause of the First Amendment to the United States Constitution;
 - (vii) A private and confidential space with a table and a minimum of four chairs to meet with parents and specialists, and to provide special education and related aids and services; and

(vii) Handicap accessibility in accordance with applicable laws and regulations.

- C. Custodial services for the Site will be provided at the sole cost and expense of the Provider. Custodial services shall be performed daily so that the Site remains in a safe, clean and sanitary condition.

III. STAFF

- A. The RF4C Coordinator is Becky McAleavey. The RF4C Administrator is Kai Rodgers.
- B. The Site Coordinator is (name). The Site Coordinator may be replaced from time to time at Provider's discretion. The Provider will notify the RF4C Coordinator if the Site Coordinator is replaced within 5 days of such replacement and provide the name of the replacement.
- C. Provider shall provide a DPI certified teacher, who meets DPI licensure requirements for four-year-old kindergarten, for each RF4C classroom in the program. The Provider will notify the RF4C Coordinator of any changes to the teaching staff within 5 days.
- D. Provider shall also provide a teacher assistant, with a minimum of a high school diploma and Early Childhood I Certification (or the equivalent), for each RF4C classroom when the enrollment exceeds 13 children in the program.
- E. Provider shall obtain background checks on all its employees or independent contractors who have any involvement with the RF4C program and provide copies of each background check to the RF4C Coordinator. The background checks shall be provided before the start of the school year or, for any employees or independent contractors who begin mid-school year, before the employee starts working in the RF4C program.
- F. Provider shall ensure that each RF4C classroom has a consistent teacher and a teacher assistant.
- G. CPR and first aid trained staff are available at all times when providing RF4C Services.
- H. Provider will ensure a duty-free planning time that will be equal to 2.5 hours per class per week. A schedule of planning time will be provided to the RF4C Coordinator by the Provider for each DPI certified teacher and will be subject to the approval of RFSD.

- I. In addition to the duty-free planning time, paid preparation/collaboration time will be provided to the DPI certified teacher to collaborate with RFSD staff members, co-teachers and others. A schedule of collaboration time will be provided to the RF4C Coordinator by the Provider for each DPI certified teacher and will be subject to the approval of RF4C Coordinator.
- J. Provider's staff that provide RF4C Services will participate in required joint training and professional development as required by RFSD. Such staff will be provided advanced notice of required joint training and professional development.
- K. RF4C Coordinator will provide an opportunity for teachers and directors of the RF4C program to participate in an exit survey or interview to discuss the program's strengths and weaknesses.
- L. For any DPI licensed teacher hired by the Provider, the Provider will pay the teacher a minimum of \$21.00 per hour for RF4C work performed for the Provider including time worked during instruction for the Provider and during planning for instruction. RFSD will provide a transition period for providers to attain the required minimum wage by request only and will consider such requests when submitted to the RF4C Coordinator.

IV. ACTIVITIES/CURRICULUM

- A. A developmentally appropriate preschool model shall be used by the Provider to deliver RF4C Services and meet the RF4C Learner Outcomes.
- B. Site classrooms shall not be segregated by family income or a child's ability or/disability.
- C. Cultural and/family values shall be incorporated into the program.
- D. The RFSD has provided the Creative Curriculum and its components to be used in each RF4C classroom. All other materials including consumable supplies shall be provided by Provider, at its sole cost and expense.
- E. Provider shall adequately maintain all materials, equipment, supplies provided or loaned to it by RFSD. Provider shall provide a current list of provided or loaned materials, equipment, supplies upon request or if terminated from the RF4C Program.

- F. Common documentation of Early Learner Outcomes will be completed using the assessment and screening tools selected by RFSD.
- G. Provider shall participate in any data collection, reporting process, and goal setting as directed by RFSD. Data and reports shall be provided in a timely manner.
- H. Wis. Stat. § 118.016(2) requires an early literacy screener to be administered to each student enrolled in 4-year-old kindergarten at least two times during the school year. AimswebPlus is the early literacy screener that is required by the Department of Public Instruction. Each RF4C classroom will administer AimswebPlus to all students in the Fall (before the 45th day of school) and Spring (45 days before the last day). Assessment materials will be provided by the RFSD. Early literacy screener assessment scores will be shared with RFSD.
- I. Wis. Stat. § 118.016(1)(a) defines any student who scores below the 25 percentile on the screener as “at risk”. Parents/caregivers of at-risk RF4C students will be notified by the RFSD Director of Academic Services.
- I. RFSD reserves the right to monitor curriculum implementation in each RF4C classroom throughout the school year.

V. FUNDING

- A. No fees may be required of a parent(s) or guardian(s) to enroll their child in the RF4C program.
- B. Collection of all childcare/tuition fees associated with childcare and/or extended services provided outside the RF4C program, as set forth below, shall be the sole responsibility of the Provider.
- C. Participants arriving or remaining more than 10 minutes before or after defined preschool hours are subject to childcare fees which may be assessed by the Provider, directly to the participant’s parent(s) or guardian(s). In this regard, the Provider shall provide appropriate notification to parents of all fees and financial expectations.
- D. The per pupil amount to be provided by RFSD to the Provider is two thousand nine hundred (\$2,900) per school year for each eligible student enrolled in the RF4C program.
- E. Provider will receive four payments from RFSD based on pupil count and compliance with this Agreement. The first payment will occur on Oct. 15th and will be 20% of the total due. The second payment will occur on

November 15th and will be 20% of the total due. The third payment will be on March 1st and will be 20%, and the final payment will occur on April 15th - or after the Provider has completed all year end activities and provided all required documentation to RFSD, whichever is later. The amount of each payment will be based on the student count taken 2 weeks prior to payment date.

- F. RFSD reserves the right to withhold any or all installment payments in the event the Provider does not comply with any of the requirements of this Agreement Including without limitation the completion of all year-end activities and the provision of all required documentation. Withheld installment payments will be made once the Provider has complied with the Agreement to the satisfaction of RFSD.
- G. An additional per pupil amount of \$100 will be provided by RFSD to the Provider per school year for each eligible student enrolled in the RF4C. The purpose of the additional per pupil amount is to provide a bonus stipend to 4K Teachers.
- The Provider will receive payments in accordance with the payment schedule in Section V., paragraph E.
 - Provider must provide sufficient documentation to the District 4 weeks after each payment to show that Provider made the bonus stipend payments to all 4k teachers in an amount equivalent to the per pupil amount in this paragraph.
 - The distribution of the bonus stipend should be in a uniform manner per teacher, and any increase should not impact other existing benefits.

VI. PARENT INVOLVEMENT

- A. Parents shall have input into their child's educational program and care.
- B. Parents are encouraged to be involved with governance.
- C. Parents and/or community members may serve as volunteers, if appropriate RFSD background check screening is conducted by Provider, under circumstances the Provider deems safe and appropriate and which do not violate any provision of this Agreement.
- D. Providers shall collaborate to offer a total of 87.5 hours of required parent involvement activities and will actively participate to fulfill the annual RF4C Parent Involvement Plan.

VII: SUPPORT SERVICES

- A. The Provider shall actively participate in the Student Support Team (SST) process which helps to identify students who may need additional support for learning.
- B. The River Falls School District will provide Special Education support by providing consultation and coaching through a special education teacher.
- C. If the level of need for special education support is greater than the consultation and coaching provided then the IEP team will convene to determine if additional special education support and/or alternative placement is needed.
- D. Support services provided by Provider shall include:
 - (i) Immunization records on file;
 - (ii) Information on health and safety;
 - (iii) Integration of special education students, when appropriate;
 - (iv) Maintenance of student records.
 - (v) Staff **and volunteer background checks**; and
 - (vi) Crisis planning to consist of protocols for staff and students, submission of safety drill schedules, and documentation.

VIII. STANDARDS

- A. The recommended RF4C enrollment is 21 four-year-olds per classroom with up to a maximum of 24 based on district administrative recommendation and need. Classroom enrollment is aligned with the licensing regulations for square footage of 35 sq. ft. per child. Total classroom enrollment shall not exceed a staff-child ratio of 1:13 as required in state child care licensing regulations.
- B. Should the Provider fail to attain an initial enrollment of at least 10 students by August 1st, it shall have the right to withdraw from this Agreement by providing written notice to RFSD by August 5th.
- C. Non-RFSD students may participate in the 4K program, but enrollment priority must be given to RFSD students. Provider further agrees to notify RFSD of the enrollment of any and all non-RFSD students.
- D. Non-RFSD students who are not eligible for open enrollment in RFSD will be subject to tuition charges. RFSD shall be responsible for the billing and collection of such charges. In the event of non-payment of tuition charges, RFSD will notify Provider, and Provider agrees to exclude the affected student until RFSD advises that payment has been made to its satisfaction.

- E. The Provider, the Site, and each RF4C classroom at the Site are subject to, and agree to comply with all applicable Wisconsin Department of Child and Family Services child care licensing regulations, DPI standards, Wisconsin Statutes, RFSD policies and appropriate early childhood education procedures.
- F. The Provider will follow state laws related to the suspension [Wis. Stats. § 120.13(1)(b)] and expulsion [Wis. Stats. § 120.13 (1)(b)3] of RF4C students. These laws define: the conduct that could lead to these actions, the notifications required, procedures and student rights. The Provider will consult with the RF4C Coordinator prior to suspending an RF4C student.
- G. Prior to providing any services under this Agreement, the Provider shall review the River Falls 4 Children Program Handbook provided by the RFSD and Provider shall comply with all requirements set forth in the Handbook at all times.
- H. The Provider must remain in good standing with the Wisconsin Department of Children and Families licensing authority. Any violation documented by the Wisconsin Department of Child and Family Services, whether or not it results in an “enforcement action,” shall be immediately reported to RFSD. Failure to report within 7 days of the issuance of the violation shall constitute a breach of this Agreement.

IX. EVALUATIONS

- A. Program: An evaluation process of the RF4C Program shall be conducted annually by the RF4C Coordinator. The RF4C Fidelity Checklist will be used to help create consistency and best practices in implementing the most positive outcomes.
- B. Staff: Evaluation of staff shall be conducted by the Provider as required by the Provider contracts, policy and procedures. Provider shall be solely responsible for staff evaluation, however, Provider will seek input from the RF4C Coordinator or RF4C Program Administrator regarding concerns, if any.

X. INSURANCE AND INDEMNIFICATION

- A. Additional Insured and Notice of Cancellation Endorsements. Before commencing any services under this Agreement Provider shall provide RFSD with a Certificate of Insurance showing the coverage specified below as being in force during the terms of the Agreement. The “School District of River Falls” shall be named as an additional insured on the

General Liability coverage and a copy of the specific or blanket additional insured endorsement must accompany the Certificate of Insurance along with a copy of the specific insurance endorsement that coverage will not be canceled or changed except upon 30 days written notice to RFSD. Provider shall send Certificates of Insurance and supporting documentation directly to RFSD at the address provided for notice below.

- B. General Liability Insurance. Provider shall provide the RFSD with a certificate of General Liability Insurance. General Liability Insurance limits shall be no less than \$1,000,000 per occurrence and \$2,000,000 aggregate and \$1,000,000 Umbrella. Umbrella coverage must follow all underlying forms. If Non-Aggregate, policy coverage shall be no less than \$3,000,000.
- C. Professional Liability Insurance. Provider shall provide the RFSD with a certificate of insurance evidencing Professional Liability Insurance. The Professional Liability limits shall be no less than \$1,000,000 and the insurance shall not exclude coverage for liability for Corporal Punishment, Sexual Abuse/Molestation or any similar intentional conduct. The coverage shall include coverage for claims covered by standard educators legal liability coverage.
- D. Workers Compensation Insurance. Provider shall provide the RFSD with a certificate of insurance evidencing Workers Compensation in an amount equal to that required by statute.
- E. Auto Liability Insurance. In the event Provider will be using vehicles to transport students (either owned by Provider or its employees or volunteers), Provider shall provide the RFSD with a certificate of insurance evidencing insurance limits of no less than \$1,000,000 combined single limit, including Hired/Non-Owned coverage evidencing limits no less than \$1,000,000 combined single limit. The RFSD shall be named as an additional insured on the Auto Liability coverage, and a copy of the specific additional insured endorsement must accompany the Certificate of Insurance along with a copy of the specific insurance endorsement that coverage will not be canceled or changed except upon 30 days written notice to RFSD.
- F. Indemnification - Injuries. Provider agrees to defend, indemnify, and hold harmless RFSD, its school board, administration, employees, and volunteers, individually and collectively, from and against all costs, losses, claims, actions, attorney fees, and judgements arising from personal injuries, property damage, or otherwise, that may arise from or alleged to be caused by Provider's negligence as a result of Provider's use or occupancy RFSD's land, facilities, or equipment.

- G. Indemnification – Services. Provider agrees to defend, indemnify, and hold harmless RFSD, its school board, administration, employees, and volunteers, individually and collectively, from and against all costs, losses, claims, actions, attorney fees, and judgements arising from personal injuries, property damage, or otherwise, that may arise from or alleged to be caused by Provider’s negligence as a result of Provider’s performance or providing of RF4C Services under this Agreement.

XI. DEFAULT; DAMAGES

- A. Default. Each and every term and condition of this Agreement is deemed to be a material element of this Agreement. If either Party fails or refuses to perform according to the terms of this Agreement; it may be declared in default thereof. A declaration of default by either Party must be made in writing to the other Party, describe how the allegedly defaulting Party has failed to perform according to the terms of this Agreement, and provide an opportunity for consultation with the other Party to review what steps may be necessary to cure the default.

- B. Remedies Upon Default. If one Party declares the other in default of this Agreement, the allegedly defaulting Party will have a period of five (5) days within which to cure the default. If the allegedly defaulting Party fails to correct the default or timely performance is not possible, the Party declaring default may elect to: (1) treat the Agreement as continuing and require specific performance; (2) immediately terminate this Agreement; and/or (3) avail itself of any other remedy at law or equity or as otherwise set forth in this Agreement.

- C. Right to Terminate. This Agreement may be terminated by RFSD immediately, without payment or penalty of any sort, if it deems that the health or safety of participants is in jeopardy, regardless of whether the jeopardy results from a breach of this Agreement or any other reason.

If, at any time during the term of this Agreement, it is determined by RFSD that Provider has not performed fully its obligations under any other agreement with any Party, or that the financial credit of the Provider has changed, been misrepresented or has been impaired, RFSD may terminate the Agreement immediately.

- D. Liquidated Damages for Failure to Maintain Insurance. Provider recognizes that it is essential for Provider to maintain the insurance coverage under this Agreement and that a failure to do so exposes RFSD to unacceptable risk. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the

actual loss suffered by RFSD if insurance is not maintained by Provider. Accordingly, instead of requiring any such proof, Provider and RFSD agree upon liquidated damages for the failure to maintain insurance (but not as a penalty) as set forth in the paragraph below.

Accordingly, if Provider fails to maintain insurance as required under this Agreement, Provider shall be liable for the sum of Two Hundred dollars (\$200.00) as liquidated damages, and not as a penalty, for each calendar day beginning on the first day after Provider fails to maintain insurance as required under this Agreement and ending when all required insurance is in effect. RFSD shall have the right to setoff the liquidated damages amount owed to it from any money owed to Provider under this Agreement.

The liquidated damages shall apply notwithstanding any right to cure set forth in this Agreement.

XII. MISCELLANEOUS

- A. Notice: Except as otherwise expressly provided in this Agreement, all notices and communications regarding this Agreement shall be in writing and shall be addressed to:

Notice to Provider:

or such other place as such Party may subsequently be designated in writing.

Notice to RFSD:

Kai Rodgers
RF4C Program Administrator
River Falls School District
852 E Division St
River Falls, WI 54022
FAX: 715-425-1804

or such other place as such Party may subsequently be designated in writing.

Notices shall be sent by registered or certified U.S. mail, postage prepaid, or by commercial overnight delivery service and shall be deemed delivered to the addressee on the date of the return receipt acknowledgment (in the case of notices sent via U.S. mail) or on the next day after the date the notice was sent (in the case of notices sent by overnight delivery service).

- B. Effects of Headings: Headings to articles and paragraphs of this Agreement are to facilitate reference only, and do not form a part of this Agreement, and shall not in any way affect the interpretation of the Agreement.
- C. Non Waiver: No course of dealing or failure of RFSD to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.
- D. Severability: Should any part of this Agreement be declared invalid, such order shall not affect the validity of any remaining portion, which shall remain in force and effect as if this Agreement had been executed with the invalid portion eliminated.
- E. Assignment: Neither Party may transfer or assign its rights under this Agreement without prior written consent of the other Party.
- F. Governing Law: This Agreement is governed by and construed in accordance with the laws of the State of Wisconsin.
- G. Entire Agreement: This Agreement constitutes the entire Agreement of the parties regarding the subjects addressed herein and shall supersede all previous agreements between the parties, written or verbal. The Agreement may not be altered or amended except by written amendment signed by both parties.
- H. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each constituting an original, by their duly-authorized representatives.

Dated this ____ day of _____, 20__ (the "Effective Date").

RF4C Provider Name

School District of River Falls

By: _____
Name:
Title:

By: _____
Name: Kai Rodgers
Title: RF4C Program Administrator

By: _____
Name:
Title:

By: _____
Name: Becky McAlaevy
Title: RF4C Coordinator

DRAFT



POLICY 347 STUDENT RECORDS

Cumulative student records ~~will shall~~ be maintained for ~~all each~~ students from the time of ~~their~~ ~~his/her~~ entrance into school until such time as specified in ~~Policy 347: Rule established~~ ~~procedures~~.

The collection, maintenance, ~~and~~ dissemination, ~~and destruction~~ of student records is a valid, legal and expected function of any school system. The confidential nature of such records is a matter of fact and is fully recognized by the ~~School~~ Board of Education and ~~school personnel~~ ~~the administrative and professional staff~~ in their use of such data. Student records ~~will shall~~ be maintained for the following purposes:

1. To provide appropriate information to all ~~school personnel~~ ~~the administrative and professional staff~~ directly involved with the student which will enhance a more effective working relationship with the student.
2. To provide the same ~~school personnel~~ ~~the administrative and professional staff~~ with a base from which to guide and counsel the student regarding his/her total development.
3. To enable ~~school personnel~~ ~~the administrative and professional staff~~ to counsel with parents/guardians regarding the progress of their children.
4. To develop a base of information from which the student, his/her parents/guardians, and appropriate ~~school personnel~~ ~~the administrative and professional staff~~ can help establish realistic career/placement goals.

Student record information ~~will shall~~ be available only in accordance with state and federal laws and regulations and established procedures. Individuals collecting or using personally identifiable information in the district ~~will shall~~ receive training or instruction regarding the state and federal student record confidentiality requirements and established procedures.

LEGAL REF.: Wisconsin State Statutes Sections ~~19.65, 48.396, 115.812(2), 118.125, 118.126, 118.127, 118.51(8), 118.52(10), 146.81 - 146.84, 252.15, 767.24(7), 938.396, 950.08(2w)~~ Family Educational Rights and Privacy Act (20 USC Section 1232g, 34 CFR Part 99), ~~No Child Left Behind Act of 2001, 20 U.S.C. §7908, 10 U.S.C. §503(c), 42 U.S.C. §1758(b)(6), 7 C.F.R. §245.6.~~

CROSS REF.: 347-Rule, Guidelines for the Confidentiality and Maintenance of Student Records ~~342 Programs for Children with Disabilities, 491, Children of Divorced/Separated Parents~~

APPROVED: March 19, 1973

REVISED: February 16, 1976,
January 18, 1982,
September 16, 1991,
September 20, 2004,
~~XXXX X, 2025~~

Memo

Date: February 3, 2025

To: Educational Program Committee

From: MaryBeth Elliott & Amy Wise, Co-Directors of Academic Services

Re: Policy Updates on February 3, 2025 Agenda

Below is a summary of the updates to policies for the February 3, 2025 Educational Program Meeting Agenda.

347 Student Records -

Tabled from January 6, 2025

Grammatical updates. Updates to State Statutes and Cross-references

347 Student Records - Rule Guidelines For The Confidentiality And Maintenance Of Student Records

Tabled from January 6, 2025

Here's a more concise version of your text:

After reviewing the [General Records Schedule - Wisconsin Public School Districts](#) and related records, reviewing guidance from WASB legal counsel, we recommend updates to the policy to align with current practice and state statutes:

- **Grammatical updates** for clarity.
- **Updated process** to reflect current practices.
- **Part A:** Defines records related to individual students:
 - **Progress Records:** Grades, transcripts, report cards.
 - **Behavioral Records:** Achievement tests, psychological tests, health records, immunization records, and any records not considered progress records.
- **Page 2 - Directory Data:**
 - Removed repetitive language across levels.
 - "Height and weight if a member of an athletic team" is now unique to high school.
 - Rewritten in bullet form for clarity.
- **Page 7 - Maintenance and Destruction of Records:**
 - Added digital storage language.
 - Section d(2): Removed microfilm storage, reflecting current practices.
 - Changed record storage duration from 50 to 5 years, as per WI guidelines.
 - Added language about the destruction of records for students with disabilities, in accordance with WI guidelines.
 - Section d(3): Updated destruction protocols for institutional records.



POLICY 347-RULE GUIDELINES FOR THE CONFIDENTIALITY AND MAINTENANCE OF STUDENT RECORDS

Student records ~~will~~ shall be maintained ~~by the district~~ in the interest of the student to assist ~~school personnel~~ the District in providing appropriate educational experiences and to assist the students ~~in his/her total development~~.

A. Definitions

Student records include all records relating to an individual student other than notes or records maintained for personal use by teachers or other certified personnel which are not available to others, and records necessary for and available to persons involved in the psychological treatment of a student. **Student records are:**

1. "Progress records" ~~maintained by the school~~ include a statement of the courses taken by the student, the student's grades, the student's co-curricular activities, the student's immunization records and the student's attendance records.
2. "Behavioral records" ~~maintained by the school~~ include tests relating specifically to achievement or measurement of ability, psychological tests, the student's physical health records other than his/her immunization records, personality evaluations, records of conversations, written statements relating specifically to an individual student's behavior, law enforcement agency records, and any other student records which are not progress records.
 - a. "Law enforcement agency records" include ~~these~~ records and other information obtained from a law enforcement agency relating to: (1) the use, possession or distribution of alcohol or a controlled substance by a student enrolled in the district; (2) the illegal possession of a dangerous weapon by a child; (3) an act for which a district student was taken into custody based on the law enforcement officer's belief that he/she violated or was violating certain specified laws; and, (4) the act for which a juvenile enrolled in the district was adjudged delinquent. The law enforcement agency may provide such record information to the district on its own initiative or on the request of the Superintendent, or designee, subject to the agency's official policy. A law enforcement agency may also enter into an interagency agreement with the district to provide for the routine disclosure of this information to the district. If a law enforcement agency denies access to any of the aforementioned records, the district may file a petition with the court seeking access to the records based on legitimate educational or safety interests in the records. Once the record information is received, the student named in the records and the parent/guardian of any minor student named in the records **will** ~~shall~~ be notified of the information.
 - b. "Law enforcement unit records" include ~~those records maintained by a law enforcement unit of the District that were created for the purpose of law enforcement. A "law enforcement unit of the District" is an individual, office, department, division or other component of the District that is authorized by the Board of Education to do any of the following: (1) enforce any law or ordinance, or refer to the appropriate authorities a matter for enforcement of any law or ordinance against any person other than the school district; and/or, (2) maintain the physical security and safety of a public school.~~

b. "Court records" include ~~these~~ records received from a court clerk concerning a juvenile enrolled in the district who: (1) has had a petition filed with a court alleging that he/she has committed a delinquent act that would be a felony if committed by an adult; (2) has been adjudged delinquent; (3) has school attendance as a condition of his/her court dispositional order; or, (4) has been found to have committed a delinquent act at the request of or for the benefit of a criminal gang that would be a felony if committed by an adult, and has been adjudged delinquent on that basis.

ce. "Physical health records" include basic health information about a student, including the student's emergency medical card, a log of first aid and medicine administered to the student, an athletic permit card, a record concerning the student's ability to participate in an education program, the results of any routine screening test such as for hearing, vision, or scoliosis and any follow up to such test, and any other basic health information as determined by the State Superintendent of Public Instruction.

de. "Patient health care records" include all records relating to the health of a student prepared by or under the supervision of a health care provider which are not included in the student "physical health records" definition above.

3. "Directory data" includes the following:

- a. ~~Grades Kindergarten through Five~~ the student's name, grade level and photograph; name of the school the student is presently attending; school activities in which the student participates; and awards and honors the student has received.
- b. ~~Grades Six through Eight~~ the student's name, grade level and photograph; name of the school the student is presently attending; school activities in which the student participates; and awards and honors the student has received.
- e. ~~Grades Nine through 12~~ the student's name, grade level and photograph; name of the school the student is presently attending; school activities in which the student participates; awards and honors the student has received; and the height and weight of athletic team members.
 - The student's name
 - The student's dates of attendance
 - The student's photograph
 - The name of the school most recently previously attended
 - The student's degrees and awards
 - The student's participation in officially recognized activities and sports
 - The student's weight and height if a member of an athletic team

B. Confidentiality and Access to Records

All requests for inspection of records or transfer to another school or school district should be directed to the building principal, who ~~will shall then~~ determine whether inspection or transfer is permitted under these guidelines:

1. Progress and Behavioral Records Other Than Patient Care Records

The School Nurse ~~will shall~~ be responsible for maintaining the confidentiality of physical health records. The Director of Academic Services ~~will shall~~ have general responsibility for maintaining the confidentiality of all other student progress and behavioral records other than patient health care records, within the district, with the building principal assuming

the primary responsibility within his/her building.

All student progress and behavioral records ~~will~~ ~~shall~~ be confidential, with the following exceptions:

- a. A student or the parent/guardian of a minor student ~~will~~ ~~shall~~, upon request, be shown and provided with a copy of the student's progress records.
- b. An adult student or the parent/guardian of a minor student ~~shall~~ ~~will~~ upon ~~verbal or written~~ request, be shown ~~the student's behavioral records~~ in the presence of a person qualified to explain and interpret the records, ~~the student's behavioral records~~. Such student or parent/guardian ~~will~~ ~~shall~~, upon request, be provided with a copy of the behavioral records.
- c. Student records ~~will~~ ~~shall~~ be disclosed at the request or order of a court. The district ~~will~~ ~~shall~~ make a reasonable effort to notify the adult student (18 or older), or parent/guardian of a judicial order in advance of compliance therewith, except as otherwise provided by law.
- d. Student records ~~will~~ ~~shall~~ be made available to persons employed by the district who are required by the state to hold a license and to other district officials who have been determined by the ~~School~~ Board to have legitimate educational interests, including safety interests, in the student records. A "school official" is a person employed by the district who is required by the Department of Public Instruction (DPI) to hold a license; a person who is employed by or working on behalf of the district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and police-school liaison personnel); a person serving on the ~~School~~ Board; a person or company with whom the district has contracted to perform a specific task (such as an attorney, auditor, medical consultant or therapist); or a parent/guardian or student serving on an official committee such as a disciplinary or grievance committee, or assisting another school official in performing his/her tasks. ~~As~~ ~~School officials have~~ ~~has~~ a "legitimate educational interest" if the official needs to review a student record in order to fulfill his/her professional or district responsibility.
 - (1) Law enforcement agency records received by the district may be made available to those school officials with legitimate educational interests, including safety interests, in the information. If law enforcement agency record information obtained by the district relates to a district student, the information may also be disclosed to those district employees who have been designated by the ~~School~~ Board to receive that information for the purpose of providing treatment programs for district students. The information may not be used as the sole basis for suspending or expelling a student from school, or as the sole basis for taking any other disciplinary action against a student, including action under the district's athletic/activity code.
 - (2) Law enforcement unit records may be made available to school officials under the same conditions as outlined above regarding access to law enforcement agency record information.
 - (3) Court records obtained by the district must be disclosed to district employees who work directly with the juvenile named in the records or who have been determined by the ~~School~~ Board to have legitimate educational interests, including safety interests, in the information. An employee cannot further disclose the information, and the information cannot be used as the sole basis for suspending or expelling a student from school, or as the sole basis for taking any other disciplinary action against a student, including action under the district's athletic/activity code.

- e. Upon the written permission of an adult student, or the parent/guardian of a minor student, the school ~~will~~ ~~shall~~ make available to the person named in the permission form the student's progress records or such portion of his/her behavioral records as determined by the person authorizing the release. Law enforcement records may not be made available under this exception unless specifically identified by the adult student or by the parent/guardian of a minor student in the written request.
- f. Student records ~~will~~ ~~shall~~ be provided to a court in response to a subpoena by parties to an action for in camera inspection, to be used only for purposes of impeachment of any witness who has testified in the action. The court may turn said records or parts thereof over to parties in the action or their attorneys if said records would be relevant and material to a witness's credibility or competency. The district ~~will~~ ~~shall~~ make a reasonable effort to notify the adult student or parents/guardians of the subpoena in advance of compliance therewith, except as otherwise provided by law.
- g. The ~~School~~ Board may provide the DPI or any public officer with information required under Chapters 115 to 121 of the state statutes. Upon request, the ~~School~~ Board ~~will~~ ~~shall~~ provide the DPI with any student record information that relates to an audit or evaluation of a federal or state-supported program or that is required to determine compliance with state law provisions. Information reported ~~will~~ ~~shall~~ be kept confidential by the DPI.
- h. Notwithstanding their confidential status, student records may be used in suspension and expulsion proceedings and by the individualized education program (IEP) team in accordance with state and federal law.
- i. Information from a student's immunization records ~~will~~ ~~shall~~ be made available to state and local health officials to carry out immunization requirements.
- j. Upon request, the names of students who have withdrawn from school prior to graduation ~~will~~ ~~shall~~ be provided to the technical college district board in which the public school is located or, for verification of eligibility for public assistance, to the Department of Health and Family Services (DHFS), the Department of Workforce Development (DWD) or a county department under sections 46.215, 46.22 or 46.23 of the state statutes.
- k. The district ~~will~~ ~~shall~~ release student directory data as required by law and may make student directory data public as it deems necessary and also upon request, unless it is notified in advance by the adult student or the parent, legal guardian, or guardian ad litem of a minor student that all or any part of the directory data may not be released without the prior consent of the adult student or the parent, legal guardian, or guardian ad litem of a minor student. Directory data may be disclosed after the school has: (1) notified the adult student or parent, legal guardian, or guardian ad litem of a minor student of the categories of information which it has designated as directory data with respect to each student; (2) informed such persons that they have 14 days to inform the school that all or any part of the directory data may not be released without their prior consent; and, (3) allowed 14 days for such persons to inform the school, in writing, of all the directory data items they refuse to permit the district to designate as directory data about that student. The district will not release directory data earlier than 14 days after the initial written notice to the adult student or the parent, legal guardian, or guardian ad litem of a minor student, or after the district has been restricted from doing so by any of those parties.

- (1) If the district has followed the notification procedure outlined above, and the adult student or the parent, legal guardian, or guardian ad litem of a minor student does not object to the directory data being released, the **School Board** Clerk or designee **will shall**, upon request, provide the name of each student expected to graduate from high school in the current school year to the technical college district board.
 - (2) If the district has followed the notification procedure outlined above, and the adult student or the parent, legal guardian, or guardian ad litem of a minor student does not object to the directory data being released, the **School Board** Clerk or designee **will shall**, upon request, provide any representative of a law enforcement agency, city attorney, district attorney or corporation counsel, county department under sections 46.215, 46.22 or 46.23, a court of record or municipal court with such directory data information relating to any such student enrolled in the district for the purpose of enforcing that student's school attendance, to respond to a health or safety emergency, or to aid in the investigation of alleged criminal or delinquent activity by a student enrolled in the district.
- l. The **School Board** may disclose personally identifiable information from an adult student's records to the student's parent(s)/guardian(s), without the adult student's written consent, if the adult student is a dependent of his/her parent(s)/guardian(s) under the Internal Revenue Code. An exception **will shall** be made when an adult student has informed the school, in writing, that the information may not be disclosed.
 - m. The **School Board** **will shall**, on or before August 15 of each year report to the appropriate community services boards established under sections 51.42 and 51.437 the names of students who reside in the district, who are 16 years of age or older, who are not expected to be enrolled in an educational program two years from the date of the report and who may require services under sections 51.42 or 51.437 (community mental health, development disabilities, alcoholism and drug abuse). The parent(s)/guardian(s) of such students **will shall** be contacted to obtain informed consent prior to making such a report
 - n. If school attendance is a condition of a student's court dispositional order under state law, the **School Board** **or designee will shall** notify the court, or if the student is under the supervision of an agency, the agency that is responsible for supervising the student within five days after any violation of the condition by the student.
 - o. A law enforcement agency **will shall** be provided a copy of a student's attendance record if the law enforcement agency certifies in writing that the student is under investigation for truancy or for allegedly committing a criminal or delinquent act and that the law enforcement agency will not further disclose the student's attendance record information except as permitted by law. When a student's attendance record is disclosed to a law enforcement agency for purposes of truancy, the student's parent/guardian **will shall** be notified of that disclosure as soon as practicable after the disclosure.
 - p. A fire investigator **will shall** be provided a copy of a student's attendance record if the fire investigator certifies in writing that: (1) the student is under investigation for arson; (2) the student's attendance record is necessary for the fire investigator to pursue his/her investigation; and, (3) the fire investigator will use and further disclose the student's attendance record only for the purpose of pursuing that investigation.
 - q. The district **will shall**, upon request, provide student disciplinary records necessary for purposes of student enrollment in another public school district as permitted by law.

These records may include:

- (1) A copy of any expulsion findings and orders or records of any pending disciplinary proceedings involving the student;
- (2) A written explanation of the reasons for the expulsion or pending disciplinary proceedings; and
- (3) The length of the term of the expulsion or the possible outcomes of the pending disciplinary proceedings.

- r. The district ~~will~~ ~~shall~~ provide, on a request made by military recruiters or an institution of higher education, access to secondary school students' names, addresses and telephone listings. A secondary school student or the parent/guardian of a student may request that the student's name, address and telephone listing not be released to military recruiters or an institution of higher education without prior written parental consent. The district ~~will~~ ~~shall~~ notify parents/guardians of the option to make a request and ~~will~~ ~~shall~~ comply with any request. The district ~~will~~ ~~shall~~ provide military recruiters the same access to secondary school students and student directory data about such students as is provided to post-secondary schools or prospective employers.

When reviewing student directory data requests, as well as when implementing other provisions of these guidelines, consideration ~~will~~ ~~shall~~ be given to applicable provisions of the public records law and the district's policy and procedures dealing with public records.

- s. The district may disclose student records to appropriate parties in connection with an emergency if knowledge of the information is necessary to protect the health or safety of any individual.
- t. For the purpose of providing services to a student before adjudication, the **School** Board may disclose student records to a law enforcement agency, district attorney, city attorney, corporation counsel, agency as defined in section 938.78(1) of the state statutes, intake worker under section 48.067 or 938.067 of the statutes, court of record, municipal court, private school, or another school board if disclosure is pursuant to an interagency agreement and the person to whom the records are disclosed certifies in writing that the records will not be disclosed to any other person except as permitted under state law.

2. Patient Health Care Records

The School Nurse and School Psychologist, as appropriate, ~~will~~ ~~shall~~ be responsible for maintaining the confidentiality of patient health care records. All patient health care records ~~will~~ ~~shall~~ remain confidential. Patient health care records may be released only to persons specifically designated in state law or to other persons with the informed consent of the patient or a person authorized by the patient. Student patient healthcare records maintained by the district may only be released without informed consent to a district employee or agent if any of the following apply:

- a. The employee or agent has responsibility for the preparation or storage of patient health care records (e.g., clerical workers).
- b. Access to patient health care records is necessary to comply with a requirement in federal or state law.

~~Any student record that concerns the results of a test for the presence of human immunodeficiency virus (HIV) or antibody to HIV (the virus which causes acquired~~

immunodeficiency syndrome—AIDS) shall be confidential and may be disclosed only with the informed written consent of the test subject.

C. Guidelines Regarding Parent/Guardian Access to Records

1. A parent, regardless of whether the parent has legal custody of the child, ~~will~~ ~~shall~~ have access to a student's school records unless the parent has been denied access as outlined in state law (e.g., denied periods of physical placement with the child or ordered by the court).
2. If any educational record includes information on more than one student, the parent/guardian of that student ~~will~~ ~~shall~~ have the right to: (a) review and inspect only the information relating to his/her son or daughter; or, (b) be informed of that specific information.
3. No fee ~~will~~ ~~shall~~ be charged for copies of student records and/or for the search or retrieval of information by a student's parent/guardian.

D. Amendment of Records

1. An adult student or parent/guardian who believes that information contained in the student's records collected, maintained, or used by the district is inaccurate, misleading, or otherwise in violation of the student's rights of privacy may request the district to amend the records.
2. The district ~~will~~ ~~shall~~ decide whether to amend the information in accordance with the request within a reasonable period of time of receipt of the request.
3. If the district decides to refuse to amend the information in accordance with the request, it ~~will~~ ~~shall~~ inform the adult student or parent/guardian of the refusal and advise the adult student or parent/guardian of the right to a hearing.
4. The district ~~will~~ ~~shall~~, upon request, provide an opportunity for a hearing to challenge information in educational records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy rights of the student.
5. If, as a result of the hearing, the district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy rights of the student, it ~~will~~ ~~shall~~ amend the information accordingly and so inform the adult student or parent/guardian in writing.
6. If, as a result of the hearing, the district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy rights of the student, it ~~will~~ ~~shall~~ inform the adult student or parent/guardian of the right to place a statement in the student's records commenting on the information or setting forth any reasons for disagreeing with the decision of the district. Any explanation placed in the student's records under this section must:
 - a. Be maintained by the district as part of the student's records as long as the record or contested portion is maintained by the district, and
 - b. Be disclosed to any party if the records of the student or the contested portion are disclosed to any party.
7. A hearing held under this section must be conducted according to procedures outlined in federal regulations.

E. Maintenance and Destruction of Records

All files where records are stored electronically and are digitally secure. Where paper records are necessary, these shall be fire resistant and shall will be locked at all times.

1. Maintenance and Destruction of Physical Health Records

- a. Student physical health care records will shall be maintained by the School Nurse in a separate file. Notation of physical handicaps pertinent to a student's education will shall also be indicated on the permanent record folder. It is encouraged that a letter from the student's physician be added as soon as possible explaining the extent of the handicap and how it might impair the student's functioning.
- b. Student physical health care records will shall be maintained for the same period of time as other behavioral records (see point 3, d, (1) below).

2. Maintenance and Destruction of Patient Health Care Records

- a. Patient health care records will shall be maintained by the School Nurse and School Psychologist as appropriate except as follows:
 - (1) All alcohol and other drug treatment and mental illness records will shall be maintained by the School Psychologist; and
 - (2) All records relating to the results of a test for the presence of HIV will shall be maintained by the School Nurse.
- b. Patient health care records will shall be maintained in files separate from other student records.
- c. Patient health care records will shall be kept indefinitely, except as otherwise specifically provided by state law.

3. Maintenance and Destruction of Other Progress and Behavioral Records

- a. While students are attending school, their progress and behavioral records (excluding physical health and patient health care records) will shall be maintained in the school of attendance. Law enforcement agency records will shall be maintained separately from a student's other records.

In the elementary schools, the teacher is primarily responsible for the compilation of the data for the record. In the secondary schools, the administrators and other staff will shall cooperate with the counselors in compiling and maintaining the permanent record folder. The School Nurse and other specialists may also add data with the approval of the building principal or designee.

- b. Data on the records will shall be kept current and correct and will shall be reviewed by the homeroom teacher, the counselor, and the building principal at the end of fifth grade before it is sent to the middle school. This review procedure will shall be repeated at the end of eighth grade and at the end of 12th grade by the assigned counselor at each grade level.
- c. Upon transfer of the student to another school operated by the district, the records will shall be transferred to that school. No student records will shall be removed from the place of review and/or storage except in transfer. Building principals will shall be responsible for the routine transfer of records from building to building as the student progresses through school.

- d. Progress and behavioral records (other than patient health care records) of students who cease to be enrolled in the district ~~will shall~~ be maintained as follows:
- (1) Behavioral records ~~will shall~~ be maintained for no longer than one year after the student graduated, ~~from or last attended the school unless the student or his/her parent/guardian, if the student is a minor, gives permission that the records may be maintained for a longer period of time. The office of the Director of Academic Services shall be responsible for the discarding of behavioral records.~~
 - (2) ~~Within two years after the student ceases to be enrolled in the school system, all progress records shall be transferred to microfilm. One set of microfilmed records shall be kept in the vault at the senior high school. The second set shall be kept in a vault at a different location. Progress records shall be maintained on microfilm for a period of 50 years after the student ceases to be enrolled in the District. Microfilming of records and the personnel authorized to accomplish this task shall be under the jurisdiction of the office of the Director of Academic Services.~~
 - (2) Progress records will be maintained for a minimum of 5 years after the student graduates or ceases to be enrolled in the district.
 - (3) The Director of Student Services or designee will be responsible for reviewing records of students with disabilities before they are destroyed. Parents/guardians and adult students will be informed of information that is no longer needed to provide educational services to the student with a disability and of his/her rights to obtain a copy of such information before it is destroyed.

F. Transfer of Student Records

1. All requests for the transfer of student records to another school or school district should be directed to the building principal. Progress and behavioral records, including student physical health records, relating to a specific student ~~will shall~~ be transferred to another school or school district as follows:
 - a. Upon written notification from an adult student or the parent/guardian of a minor student that the student intends to enroll in a school in another school or school district;
 - b. Upon written notification from the other school or school district that the student has enrolled; or
 - c. Upon written notification from a court that a student has been placed in a secured correctional facility, secured child ~~care~~ ~~earing~~ institution or a secured group home.
2. The records ~~shall~~ ~~will~~ be transferred within ~~one~~ ~~five~~ working days of notification of the request. In the event the request comes from an appropriate source other than the adult student or parent/guardian, the adult student or parent/guardian ~~will shall~~ be notified that the records were forwarded.
3. ~~When an elementary student transfers from the District, an information card should be made and kept on file in the school office. Duplicates should be sent to the Academic Services Office. Information to be kept should include name, parents/guardians names, dates of attendance, grade level and where and when transferred.~~
4. When a transcript is requested for application to postsecondary institutions or for employment purposes, such transcript ~~will shall~~ normally include the student's grades, courses, attendance record, ~~class rank~~ and co-curricular activities.

G. Annual Notice

The district ~~will shall~~ annually inform adult students and parents/guardians of:

1. The distinction between behavioral and progress records.
2. The categories of student record information which have been designated as directory data and their right to deny the release of such information.
3. Their rights to: (a) inspect, review, and obtain copies of student records; (b) request the amendment of the student's school records if they believe the records are inaccurate, misleading, or otherwise in violation of the student's rights of privacy; (c) consent to the disclosure of the student's school records, except to the extent state and federal law authorizes disclosure without consent; and, (d) file a complaint with the Family Policy Compliance Office of the U.S. Department of Education for alleged district noncompliance with requirements of the federal Family Educational Rights and Privacy Act (FERPA).

The notice ~~will shall~~ be distributed to adult students and parents/guardians at the beginning of each school year. When a student transfers into the district after the above notice has been given, the student and his/her parent(s)/guardian(s) ~~will shall~~ receive a copy of the notice at the time and place of enrollment.

Parents/guardians of secondary school students ~~will shall also~~ be notified of their option to request the district not to release the secondary school student's name, address or telephone listing to military recruiters or institutions of higher education without prior written parental consent.

APPROVED: February 16, 1976

REVISED: January 18, 1982. September 16, 1991, September 20, 2004, ~~XXXX X, 2025~~

Memo

Date: February 3, 2025

To: Educational Program Committee

From: MaryBeth Elliott & Amy Wise, Co-Directors of Academic Services

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Academic Services 150 Day Update Feb 3, 2025

Academic Service

Strategic Goals:
1.3; 3.5

High Quality
Teaching &
Learning

Student
Success

Strategic Goals:
1.1; 3.3; 3.6

Authentic Teacher
Collaboration

Guaranteed &
Viable Curriculum

Strategic Goals:
1.2; 1.3; 2.6; 3.3;
3.5; 5.5





Academic Services Lead Measures

- **Guaranteed & Viable Curriculum:** Implement the curriculum cycle by scheduling curriculum meetings, using data to guide decisions, collaborating with stakeholders, recording changes, and evaluating the impact.
- **Authentic Teacher Collaboration:** Support Professional Learning Communities at all levels by providing opportunities for professional development, having open communication/providing transparency for all stakeholders, observing student learning, and ensuring all teachers have access to shared resources.
- **High Quality Teaching & Learning:** Lead the implementation of identified strategies by creating a defined action plan, communicating with all stakeholders, and providing professional development to enhance and effectively integrate practices that enhance student learning.

30 Day Update Cadence of Accountability

Guaranteed & Viable Curriculum

- Curriculum Cycle Slides
- Curriculum Maps
- Policy Schedule
- Inservice Agendas
- Ed Pro Agendas

Authentic Teacher Collaboration

- EduCLIMBER rollout
- Observation Sheet
- PLC
- Newsletter

High Quality Teaching and Learning

- HQTL Rollout
- HQTL Rounding and Roll Throughs
- Instructional Coaching Agendas



150 Day Update Cadence of Accountability

Guaranteed & Viable Curriculum

- Curriculum Cycle
- Process/Product Slides
- Curriculum Maps & Templates
- Policy Schedule
- Inservice Agendas - Communication
- EMLSS Guidebook

Authentic Teacher Collaboration

- EduCLIMBER rollout
- Observation Sheet
- PLC
- Newsletter
- Shared Drives

High Quality Teaching and Learning

- Leadership PLC/HQTL
- HQTL Rounding and Roll Throughs
- Instructional Coaches
- Act 20



Guaranteed and Viable Curriculum

K-5

Collaborative Classroom Implementation and Professional Learning

ACT 20 Professional Learning:

- aimswebPlus Universal Screener
- Reading Diagnostic Assessments
- Personal Reading Plans
 - EduCLIMBER

6-8

Math - Stage 3

Social Studies

ELA

9-12

Math

Social Studies

ELA

K-12

Art

Music



Curriculum Implementation Calendar

	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-2029	2029-30
Stage 1 DESIRED RESULTS (5 - 2 days)	<ul style="list-style-type: none"> K-5 ELA 	<ul style="list-style-type: none"> 6-12 ELA 	<ul style="list-style-type: none"> K-12 Social Studies K-12 Media/Technology K-8 Guidance 	<ul style="list-style-type: none"> K-12 Science 6-12 Voc Ed/CTE K-12 Phy Ed & Health 	<ul style="list-style-type: none"> Montessor Renaissance Charter Academy 	<ul style="list-style-type: none"> K-5 ELA 	<ul style="list-style-type: none"> 6-12 Math K-12 Art K-12 Music K-12 World Languages 	<ul style="list-style-type: none"> 6-12 ELA
Stage 2 EVIDENCE & ASSESSMENT OF LEARNING (1-2 Days)	<ul style="list-style-type: none"> K-5 ELA 	<ul style="list-style-type: none"> 6-12 Math K-12 Art K-12 Music K-12 World Language 	<ul style="list-style-type: none"> 6-12 ELA K-5 Math 	<ul style="list-style-type: none"> K-12 Social Studies K-12 Media/Technology K-8 Guidance 	<ul style="list-style-type: none"> K-12 Science 6-12 Voc Ed/CTE K-12 Phy Ed & Health 	<ul style="list-style-type: none"> Montessori 	<ul style="list-style-type: none"> K-5 ELA 	<ul style="list-style-type: none"> 6-12 Math K-12 Art K-12 Music K-12 World Languages
Stage 3 LEARNING EXPERIENCES (Materials/Decisions/Purchased) (2-3 Days)	<ul style="list-style-type: none"> K-5 Math 	<ul style="list-style-type: none"> K-5 ELA 	<ul style="list-style-type: none"> 6-12 Math K-12 Art K-12 Music K-12 World Languages 	<ul style="list-style-type: none"> 6-12 ELA K-5 Math 	<ul style="list-style-type: none"> K-12 Social Studies K-12 Media/Technology K-8 Guidance 	<ul style="list-style-type: none"> K-12 Science 6-12 Voc Ed/CTE K-12 Phy Ed & Health 	<ul style="list-style-type: none"> Montessori Renaissance Charter Academy 	<ul style="list-style-type: none"> K-5 ELA
Stage 4 INITIAL IMPLEMENTATION (1-2 Days)	N/A	<ul style="list-style-type: none"> K-5 Math (3 year contract) 	<ul style="list-style-type: none"> K-5 ELA 	<ul style="list-style-type: none"> 6-12 Math K-12 Art K-12 Music K-12 World Languages 	<ul style="list-style-type: none"> 6-12 ELA K-5 Math 	<ul style="list-style-type: none"> K-12 Social Studies K-12 Media/Technology K-8 Guidance 	<ul style="list-style-type: none"> K-12 Science 6-12 Voc Ed/CTE K-12 Phy Ed & Health 	<ul style="list-style-type: none"> Montessori Renaissance Charter Academy
Stage 5 REFLECT & REVISE (1-2 Days)	N/A	<ul style="list-style-type: none"> K-12 Science 6-12 Voc Ed/CTE K-12 Phy Ed & Health 	<ul style="list-style-type: none"> Montessori Renaissance Charter Academy 	<ul style="list-style-type: none"> K-5 ELA 	<ul style="list-style-type: none"> 6-12 Math K-12 Art K-12 Music K-12 World Languages 	<ul style="list-style-type: none"> 6-12 ELA K-5 Math 	<ul style="list-style-type: none"> K-12 Social Studies K-12 Media/Technology K-8 Guidance 	<ul style="list-style-type: none"> K-12 Science 6-12 Voc Ed/CTE K-12 Phy Ed & Health
Stage 6 REFLECT & INVESTIGATE (1-2 Days)	N/A	<ul style="list-style-type: none"> K-12 Social Studies K-12 Media & Technology K-8 Guidance 	<ul style="list-style-type: none"> K-12 Science 6-12 Voc Ed/CTE K-12 Phy Ed & Health 	<ul style="list-style-type: none"> Montessori Renaissance Charter Academy 	<ul style="list-style-type: none"> K-5 ELA 	<ul style="list-style-type: none"> 6-12 Math K-12 Art K-12 Music K-12 World Languages 	<ul style="list-style-type: none"> 6-12 ELA K-5 Math 	<ul style="list-style-type: none"> K-12 Social Studies K-12 Media/Technology K-8 Guidance

Guaranteed and Viable Curriculum

Curriculum Cycle

 6-12 Math: Table of Contents			
Stage 1: Desired Results		Stage 2: Evidence and Assessment of Learning	
Products	Process/Learning	Products	Process/Learning
<ul style="list-style-type: none"> Norms/Community Agreements Beliefs Criticality Statement (6-8) Instructional Vision Statement Priority Standards <ul style="list-style-type: none"> Heat Map Deconstructed Standards 	<ul style="list-style-type: none"> Norms/Community Agreements Beliefs Mission/Instructional Vision Criticality Statement (6-8) Priority Standards Deconstructed Standards 	<ul style="list-style-type: none"> Grade Level Proficiency by Standard ELD Standards Learning Progression Target-Method-Match Assessment Frequency Criteria for Material Selection 	<ul style="list-style-type: none"> Assessment Review Grade Level Proficiency Learning Progressions Assessment Methods ELD Standards General Criteria for Material Selection
Stage 3: Learning Experiences			
Products		Process/Learning	
<ul style="list-style-type: none"> Rating Resource Sheets Curriculum Map Scaffolded Assessment Plan 	<ul style="list-style-type: none"> Unit Plan/Pacing Calendar 6-8 ELA, 6-8 Lit, 9-12 ELA PD/Communication Plan 	<ul style="list-style-type: none"> Curriculum Mapping Scaffolded Assessment Unit Planning 	



Guaranteed and Viable Curriculum

Curriculum Cycle

November 18th (virtual) 9:30-11:30 "Bring Jen along virtually with phone or iPad" https://collaborativeclassroom.zoom.us/j/9367152508	Bring a Reader Learning Walk- 2 hour virtual session for up to 20 participants - video review of lessons Walk Thru Debrief	Coaches/ Leaders/ ELA Leadership team	2 hours	Jen
January 27, 2025 10-11:30 https://collaborativeclassroom.zoom.us/j/99848705068	SIPS Instructional Routine Refresher 1.5-hour virtual session	Coaches, Title	Jen	Jen
January 27, 2025 (virtual) https://collaborativeclassroom.zoom.us/j/9648120796	Planning for Being a Reader, Second Edition Six 1-hour virtual sessions (one per grade level) Understanding Whole-Class Assessment 3-5: Confering with meaningful feedback & Book Clubs (video) K-2: Meaningful Independent Work	K-2 - WS 1st - GW 2nd - RB 3-5 Session Guide K-2 Participant Guide	8th Hour - Jen (depending on additional content) 10:00 - 3:00 K & 3-1-2:00 18.4 2-3pm 2 & 5 3-4pm 1hour Session 1hour Networking District Grade Levels meet in location Make and take	Jen McMahon Sue Wilder
February 24 (Virtual) 9:15 - 11:15 https://collaborativeclassroom.zoom.us/j/9648120796	Bring a Reader Learning Walk- 2 hour virtual session for up to 20 participants - video review of lessons	Coaches/Leaders	2 hours	Jen
March 31 (Virtual) 3:00 - 4:00 https://collaborativeclassroom.zoom.us/j/9843252181	SIPS Flexible "Hot Topic" session 1-hour virtual session; topic determined based on need	coaches/title	1hour	Jen



2024-25 ACT 20 Timeline

Grades 2 and 3 WINTER WINDOW

- **Week of Dec 2:** Universal Screening - ORF
- **Week of Dec 9:** Diagnostic Assessments and Reading Plans
 - [Greenwood Assessment and Planning Schedule](#)
 - [RFPME Assessment and Planning Schedule](#)
 - Rocky Branch Assessment and Planning Schedule
 - [Westside Assessment and Planning Schedule](#)
- **Dec 18:** Reading Plans and Family Notifications sent home
- **Jan 6:** Interventions Begin for students who have a PRP
- **Jan 13:** Send email reminder for any PRP that has not been signed
- **Jan 28:** Phone call reminder for any PRP that has not been signed
- **Feb** Conferences: Follow up with any unsigned plans



Authentic Teacher Collaboration



K-12 Music

Team Vision

The K-12 music department will foster a growth mindset, creativity, and an appreciation for music by providing a hands-on student centered experience.

Team's Community Agreements

- Stay engaged and participate in discussion
- Keep an open mind
- Put students first when making decisions
- Accept uncertainty and confusion while seeking clarification
- Take breaks when needed.

Beliefs

- Fostering Community
 - Teaching the whole student
 - Developing community/ensemble skills
 - Life skills, SEL, collaboration
- Differentiating to the individual
 - Finding different strategies for each student
 - Teaching to meet the needs of each student
- Growth Mindset
 - Fostering in our classroom
 - Teacher is open to new ideas
 - Collaboration across grade levels

Connections to RFSD Strategic Plan

- **Goal#1 Hold High Expectations for Student Learning**
 - 1.1 Support a collaborative teaching culture focused on student learning.
 - 1.2 Identify and monitor academic readiness benchmarks.
 - 1.3 Implement equitable systems of support and

2023-24

5



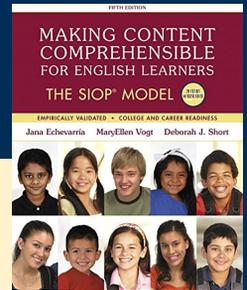
Authentic Teacher Collaboration

Temperature Check

- Checklist
 - EE Meetings
 - Check eval folders for accuracy
 - Start in Jan 2025
 - WIDA Materials
 - Pick Up from Dist Office Friday Nov 22
 - Upload [Testing Schedules](#)
 - Upload [ACCESS testing Certificate](#)
 - [Newly Identified ELs](#)
 - Parent Newsletter → <https://secure.smore.com/n/jntf9>
 - 3 Times a year
 - Link on Website
 - Natty will push out through IC
 - Team Meeting Time
 - 3:15 - 4:15
- Curriculum Resources
 - [Standards Roll Out](#) - ELD Plan
 - Principal PLC - WIDA

Essential Documents

- [EL Preview Caseload](#)
- [Staff Meeting Agenda](#)
- [EducLumber BQY Presentation](#)
- [Guidelines for ESL Program](#)
- [EL Student Roster](#)
- [Roles and Responsibilities](#)
- [Curriculum Review Cycle](#)
- [Consortium Resources](#)
- Building
 - [Gres](#)
 - [Mar](#)
 - [Boc](#)
 - [Wes](#)
 - [MM](#)
 - [RFE](#)
- Curricula



SIOP Book Study 2025 Sheltered Instruction Observation Protocol

Feb 19

Chapter 1

Notes:

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Essential Documents

- [Video](#)
- [Resource - Tapelo Schools](#)

Start	Stop
Continue	



High Quality Teaching & Learning

HQTL Learning Plan

- Relationships - September
- High Expectations - October, November
- Engagement - December
- Feedback - February
- Efficacy - March
- Research Based Practices - April



High Quality Teaching & Learning

HQTL Learning Plan

- High Expectations - October, November

Low Expectations

Ask predominantly closed questions based on facts. "For example, 'What's the formula for finding area?'"

Spend more time with low-achievers and give high achievers time to work independently.

High Expectations

Ask more open questions, designed to extend or enhance students' thinking by requiring them to think more deeply. For example, "And why do you say that? What clues in the story made you think of that?"

Provide less differentiation and allow all learners to engage in advanced activities.

High expectations teachers

Students whose teachers have high expectations and believe they can succeed perform better than students whose teachers have low expectations of them.

- 1 Create a warm & supportive classroom**
- 2 Clearly communicate learning goals**
- 3 Use mixed-ability groupings**

For more research-informed educational resources and information, visit theeducationhub.org.uk

RF

High Quality Teaching and Learning

High Expectations

High Quality Teaching & Learning

HQTL Learning Plan

- Engagement - December

Give 1 Get 1

- Collect 4 strategies shared today during this presentation from four different people. Stand up, partner with one other person.
- GIVE one of yours; GET one from your partner. If you both have the same idea, then create a new idea together to add to your lists.

Do not form groups, only one on one. Once you complete the exchange, quickly move to a new partner. When you have collected four more ideas, return to your table and share what you have learned.

Collaborative Learning Strategies

<input type="checkbox"/> All Hands on Deck	<input type="checkbox"/> Escorted Listening	<input type="checkbox"/> Pair and Post	<input type="checkbox"/> Squares, Triangles, Circles
<input type="checkbox"/> All Hands on Deck	<input type="checkbox"/> Gallery Walk	<input type="checkbox"/> Partner Verbal Fluency	<input type="checkbox"/> Stand and Share
<input type="checkbox"/> Bounce	<input type="checkbox"/> Give One, Get One	<input type="checkbox"/> Passphrase Passport	<input type="checkbox"/> Stand Up, Hand Up, Pair Up
<input type="checkbox"/> Canvas	<input type="checkbox"/> Graffiti Wall	<input type="checkbox"/> Picture This	<input type="checkbox"/> Stay and Stay
<input type="checkbox"/> Chat Stations	<input type="checkbox"/> Group Write	<input type="checkbox"/> Present Discussion	<input type="checkbox"/> Storm Completion
<input type="checkbox"/> Circle the Sage	<input type="checkbox"/> Mail-For-Hello	<input type="checkbox"/> Power of Three	<input type="checkbox"/> Stop and Stay
<input type="checkbox"/> Group Circle	<input type="checkbox"/> Idea Tournament	<input type="checkbox"/> Quiz Quiz Trade	<input type="checkbox"/> Size the Classroom
<input type="checkbox"/> Cooperative Read	<input type="checkbox"/> Inside the Fishbowl	<input type="checkbox"/> Rally Ribbon / Rally Table	<input type="checkbox"/> Socratic
<input type="checkbox"/> Conness	<input type="checkbox"/> Inside Outside Circle	<input type="checkbox"/> Reflection Wall	<input type="checkbox"/> Tag It
<input type="checkbox"/> Conness - Stations	<input type="checkbox"/> Jigsaw	<input type="checkbox"/> Role Play / Simulation	<input type="checkbox"/> Talking Chaps
<input type="checkbox"/> Debate and Dialogue	<input type="checkbox"/> Just Like Me	<input type="checkbox"/> Roll - the - Dice	<input type="checkbox"/> Team Doodle
<input type="checkbox"/> Discussion Shuttle	<input type="checkbox"/> Key Concepts / Key Ideas	<input type="checkbox"/> Round Robin	<input type="checkbox"/> Teams Stand and Share
<input type="checkbox"/> Think and Connect	<input type="checkbox"/> Key Words & Phrases	<input type="checkbox"/> Round of Three	<input type="checkbox"/> Tell Me Something Good
<input type="checkbox"/> Feedback Focus	<input type="checkbox"/> The Last Word	<input type="checkbox"/> Round of Three	<input type="checkbox"/> Think Pair Share
<input type="checkbox"/> Fiddle Fingers of Fate	<input type="checkbox"/> Line-Up	<input type="checkbox"/> Seed a Problem	<input type="checkbox"/> Think Pair, Sounce
<input type="checkbox"/> Find Someone Who	<input type="checkbox"/> Matchbook Summary	<input type="checkbox"/> Share with Three	<input type="checkbox"/> Three Stay One Stay
<input type="checkbox"/> First Turn and Last Turn	<input type="checkbox"/> Mix, Freeze, Pair	<input type="checkbox"/> Sharebook Tips	<input type="checkbox"/> Three Stay One Stay
<input type="checkbox"/> Fast Five	<input type="checkbox"/> Most Important Point	<input type="checkbox"/> Shoulder Partner Discussion	<input type="checkbox"/> Turn Truths and a Lie
<input type="checkbox"/> Five - Three - One	<input type="checkbox"/> Numbered Heads Share	<input type="checkbox"/> Shuffle & Share	<input type="checkbox"/> Value Line
<input type="checkbox"/> Focus Four	<input type="checkbox"/> Numbered Heads Together	<input type="checkbox"/> Silent & Simultaneous	<input type="checkbox"/> Voting with Dots
	<input type="checkbox"/> One Comment - One Question	<input type="checkbox"/> Simultaneous Round Table	<input type="checkbox"/> A Word from the Wise
	<input type="checkbox"/> QRQR Focused Conversation	<input type="checkbox"/> Sponge Activities	

Engagement

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High Quality Teaching and Learning

