



AGENDA

Wisconsin Rapids Board of Education
Educational Services Committee

510 Peach Street · Wisconsin Rapids, WI 54494 · (715) 424-6701

Mary Rayome, Chairperson
John Benbow, Jr.
Katie Bielski-Medina
Troy Bier
Larry Davis
Sandra Hett
John Krings, President

August 2, 2021

LOCATION: East Junior High School, 311 Lincoln Street, Wisconsin Rapids, WI
Cafeteria

TIME: 6:00 p.m.

- I. Call to Order
- II. Public Comment
- III. Actionable Items
 - A. Possible Action on Plans Concerning Mitigation Measures and Instructional Approaches for the 2021-22 School Year
- IV. Updates
 - A. Seclusion and Restraint Annual Report
 - B. District Equity Related Services Contract
- V. Consent Agenda Items
- VI. Future Agenda Items/Information Requests

The Wisconsin open meetings law requires that the Board, or Board Committee, only take action on subject matter that is noticed on their respective agendas. Persons wishing to place items on the agenda should contact the District Office at 715-424-6701, at least seven working days prior to the meeting date for the item to be considered. The item may be referred to the appropriate committee or placed on the Board agenda as determined by the Superintendent and/or Board president.

With advance notice, efforts will be made to accommodate the needs of persons with disabilities by providing a sign language interpreter or other auxiliary aids, by calling 715-424-6701.

School Board members may attend the above Committee meeting(s) for information gathering purposes. If a quorum of Board members should appear at any of the Committee meetings, a regular School Board meeting may take place for purposes of gathering information on an item listed on one of the Committee agendas. If such a meeting should occur, the date, time, and location of the Board meeting will be that of the particular Committee as listed on the Committee agenda however, no deliberation or action will be taken by other Committees or the full Board of Education.



BACKGROUND

Mary Rayome, Chairperson
John Benbow, Jr.
Katie Bielski-Medina
Troy Bier
Larry Davis
Sandra Hett
John Krings, President

August 2, 2021

LOCATION: East Jr. High School, 311 Lincoln Street, Wisconsin Rapids, WI
Cafeteria

TIME: 6:00 p.m.

- I. Call to Order
- II. Public Comment
- III. Actionable Items
 - A. Possible Action on Plans Concerning Mitigation Measures and Instructional Approaches for the 2021-22 School Year

The District’s primary goal is to ensure that students are in school receiving in-person instruction as much as possible for the 2021-22 school year. As such, the administration recommends beginning school on September 1st with five days per week, in-person instruction for all students at all levels, preK-grade 12. Central Oaks Academy and Lincoln Virtual School continue to be available for students and families who would like an off-site option. The baseline for our approach to the upcoming year will be to conduct business in similar fashion as was done during the final weeks of the 2020-21 school year.

Board action from July, 2021 lifted the masking requirement across the District, allowing optional masking for individuals aged 12 and older effective July 13, 2021; and optional masking for ages 11 and under from July 13, 2021 through the end of summer school. The most recent recommendations from the Centers for Disease Control (CDC) as well as the American Association of Pediatricians (AAP) include requiring masks for all individuals, regardless of vaccination status. As a result of this updated guidance, Wood County Public Health and our medical advisors now strongly recommend following CDC and AAP recommendations for universal masking in the school setting for people ages two and older, regardless of vaccination status. As of a few weeks ago, multiple districts in our area indicated that they intend to begin the school year with masks being optional for everyone while encouraging the use of masks for those who are unvaccinated. These districts have been contacted to inquire about whether their plans have changed in light of the updated CDC guidance. While we haven’t heard anything new to date,

we hope to have additional information to provide to the Committee by Monday evening. According to the Wood County COVID-19 Dashboard, there are 11 active cases as of July 20; however, the District was recently informed that the County had 16 additional cases on one day bringing the total number of active cases to around 27 as of July 28. It does appear as though case numbers are on the rise in the County. These numbers are much lower than what we were experiencing during the winter and early spring of last school year.

Other relevant points include:

- District transportation contractors do plan on complying with the Federal order requiring face coverings/ masks for drivers and riders on school buses unless they have a medical exemption on file. They plan on running buses close to normal, but will have assigned seats to assist with contact tracing if necessary.
- Quarantine procedures continue to be required by Public Health; individuals who are considered close contacts to a positive COVID-19 case must quarantine for 14 days. Early release from quarantine would not be possible if masks are optional and/ or if most people are not wearing masks. Vaccinated individuals are not required to quarantine. The District learned that COVID-19 vaccination status can only be verified by Public Health in the state Wisconsin Immunization Registry (WIR) system; therefore, individuals will be required to quarantine until vaccination status is verified. In order to assist with contact tracing and to avoid unnecessary quarantine, the District does plan to request that parents provide proof of vaccination for their student(s) at WRAMS and LHS, if they so choose.
- Symptomatic PCR based testing will be available through a State-based offering for students and staff; the initial plan would be to facilitate testing at WRAMS and LHS as was done last school year.

As stated earlier, the Board took the following action on July 12, 2021: *Masks are optional for individuals 12 and older effective July 13, 2021. For individuals at pre-K age through 11, masks will be optional effective July 13, 2021 through the end of summer school; circumstances will then be evaluated prior to the beginning of the 2021-22 school year to determine if optional mask wearing for ages pre-K through 11 will be continued.*

Unless there is a change to this Board action, masks will continue to be optional for individuals age 12 and older. The Board will need to consider and decide on the approach to be used for students age 11 and younger. Additionally, if the District starts the school year with masks being optional for any or all ages, the administration must have the authority to implement face coverings/ mask requirements if local and District conditions dictate a need. The single biggest factor in making this determination would be whether or not we see several subsequent positive cases in quarantined individuals. In addition to the flexibility around mask requirements/ mitigation strategies either by individual building or on a broader, District-wide scale, the administration will also need the ability to potentially move to fully virtual or hybrid scheduling models at various points throughout the school year again, based upon District and/or local circumstances.

There are a few different options regarding masks/face coverings for individuals of various ages, and depending upon what the Board decides in terms of masking

requirements to begin the year, it is possible that changes between the following masking options may be necessary based upon local and District circumstances:

- Option A: Require face coverings/ masks of all students and staff in school buildings regardless of vaccination status.
- Option B: Require face coverings/ masks of all unvaccinated individuals.
- Option C: Require face coverings/ masks of all students age 11 and younger, and allow optional masks for those 12 and older (who have had ample time to be vaccinated if they chose to do so).
- Option D: Allow optional masks for all age levels, but strongly encourage face coverings/ masks for unvaccinated individuals.

Regardless of the approach implemented, the administration will monitor school case numbers as well as the number of quarantined individuals. If it is determined that there is evidence of school spread, masks could be required of everyone regardless of vaccination status.

In conclusion, the administration recommends the following for the 2021-22 school year:

- 1) students begin the year attending 5-day, in-person instruction at all levels;**
- 2) masks/face coverings be optional for all age levels, yet strongly encouraged for unvaccinated individuals;**
- 3) authority for the Superintendent, based upon District and local circumstances, to implement any or all mitigation strategies necessary to maintain in-person learning to the degree possible and maintain a safe and healthy learning environment for students and staff;**
- 4) authority for the Superintendent to move classrooms, schools, or the entire District between virtual, hybrid, or other instructional models and/or schedules deemed appropriate given the circumstances.**

IV. Updates

A. Seclusion and Restraint Annual Report

Wisconsin Statute 118.305(4)(c) requires that an annual report be made to the School Board which includes the number of incidents of seclusion and or physical restraint that took place in the schools during the previous school year, the total number of pupils who were involved in the incidents and the number of children with disabilities who were involved in the incidents. Attachment A provides this annual report. Steven Hepp, Director of Pupil Services, will be present to explain the report to the Committee.

B. District Equity Related Services Contract

Roxanne Filtz, Director of Curriculum and Instruction, and Mr. Hepp will present a proposal from US², Inc. to provide equity related support services to the District at

a cost of \$20,500.00 (Attachment B). Engaging with US² for these services will help the District with its action steps to address disproportionality. Flow-through dollars will be used to pay for the US² contract.

V. Consent Agenda Items

Committee members will be asked to decide which items should be placed on the consent agenda for the regular Board of Education meeting.

VI. Future Agenda Items/Information Requests

Agenda items are determined by the Committee Chair after consultation with appropriate administration depending upon other agenda items, presentation information, and agenda availability.

Future agenda items/information requests include, but are not limited to:

- Parent CII Representatives (September)
- ESSA Update (September)
- ACP Update (October)
- New Course/Curriculum Modification Proposals – Discussion (November)
- ECCP/SCN (November)
- School & District Report Cards (November)
- New Course/Curriculum Proposals – Decision (December)

General Information:

Seclusion and/or physical restraint may be used only when a student's behavior presents a clear, present and imminent risk to the physical safety of the student or others, and it is the least restrictive intervention feasible. Certain maneuvers and techniques are prohibited, and mechanical or chemical restraints may not be used. Seclusion rooms may not have locks, and rooms must be free of any objects or fixtures that may injure the student. The Principal (designee) must meet with the covered individuals who participated in the incident to discuss events/factors preceding, during, and following the incident to determine how to prevent the need for future incidents of seclusion or physical restraint. The student's IEP team must meet after the second time seclusion or restraint is used within the same school year. The IEP must include positive interventions, supports and other strategies based on a functional behavioral assessment. Parents must be notified of the incident no later than 1 business day and a report must be sent to the pupil's parents within 3 business days (1st class mail, electronic transmission, or hand delivered). A copy of the report is kept at the building level and a copy is sent to Pupil Service Administration for review.

Historical & Current Data:

	2017-18	2018-19	2019-20*	2020-2021
# Seclusion	16	22	26	28
# Restraints	48	41	44	43
# of Students	12	23	27	23
# Students w/ disabilities	12	20	21	22

*Data includes incidents up until schools were closed due to the pandemic

Incidents

- Directed at Staff (40)
- Directed at Self (14)
- Directed at Other Students (14)
- *Directed at Property (4)
- Police Involvement (7)

* Property damage alone, without the threat of an imminent risk to the safety of the student or others, would not be a sufficient basis for the use of physical restraint or seclusion.

District Resources:

- 4 Certified CPI trainers in house - Tom Crockett, Megan Thayer, Betsy VanBerkel, Tara Koch.
- 49 Staff Members received initial training (2020-2021 school year)
- 33 Staff Members received refresher training (2020-2021 school year)

2021-2022 Focus:

CPI Trainers, Betsy Van Berkel, and Steve Hepp will ensure the following.

- Maintain training cycle to ensure certifications remain current
- Identify staff needing initial training (12 hours)
- Identify staff needing refresher training (4 hours).
- Prioritize training
 - New special education staff, administration, and general education staff.
 - Staff who have been involved in a Seclusion/Restraint incident and/or who would have a high chance of being involved in an incident.

THIS MASTER SERVICE AGREEMENT (the "Agreement") dated on this 13th day of July, 2021

BETWEEN:

Wisconsin Rapids Public Schools of 221 8th St. N, Wisconsin Rapids, WI, 54494

(the "Client")

-AND-

US², Inc. of 21975 Leyte, Farmington Hills, MI, 48336

(the "Contractor")

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SECTION I:

Services Provided

- 1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") as outlined in the attached Statement of Work.

Term of Agreement

- 2. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

Termination of Agreement

- 3. This Agreement may be terminated by either party, by providing at least 14 days written notice in writing to the other Party:
 - I) if the other party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;
 - II) if the other party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;
 - III) if the other party or its employees or agents engage in any conduct prejudicial to the business of the other, or in the event that either party considers that a conflict or potential conflict of interest has arisen between the parties.
- 4. If this Agreement is terminated before the expiration of its natural term, Client hereby agrees to pay for all Services rendered up to the date of termination, and for any and all expenditures due for payment after the date of termination for commitments reasonably made and incurred by Contractor related to the rendering of Services prior to the date of termination.

5. Any termination under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Agreement which is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Performance

6. The Parties agree to do everything necessary to ensure that the Terms of this Agreement take effect.

Currency

7. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

8. For the Services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as outlined below:
 - a. \$20,500. A deposit of 10% (\$2,050) is due immediately to secure dates and start preparations. Invoices will be prepared on a monthly basis to span the duration of the contract (10 months) in the amount of \$2,050/month. Payment is expected within 30 days of submission of invoice. If payment is more than 45 days after submission, a 10% late charge will be added per month. The deposit will be held until the completion of the contract and subtracted from the final invoice(s).
9. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law.

Reimbursement of Expenses

10. The Contractor will not be reimbursed for expenses incurred by the Contractor in conjunction with providing the Services of this Agreement unless pre-authorized. Travel expenses are not included within this proposal; if work is requested and agreed by both parties to be completed in person, travel expenses (including mileage, accommodations, and food costs) are the responsibility of the Client.

SECTION II:

Additional Resources

1. The Client agrees to provide, for the use of the Contractor in providing the Services, the following resources:
 - a. The Client will communicate with stakeholders and provide input to the Contractor throughout the process.
 - b. The Client will arrange all meeting logistics (location/virtual meeting space/etc.) and have technical support available during all sessions to allow the Contractor to focus on material being presented.

Confidentiality

2. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client and the business of the Contractor which would reasonably be considered to be proprietary to either party including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and/or Consultant and where the release of that Confidential Information could reasonably be expected to cause harm to the parties involved.
3. Both the Contractor and the Client agrees that it will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which the party has obtained, except as authorized by the disclosing party. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.

4. All written and oral information and materials disclosed or provided by the Client or Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the receiving party.
5. Any confidential information exchanged will be handled with reasonable care and distributed to stakeholders on a need to know basis.

Non-Competition

6. Other than with the express written consent of the Contractor, which will not be unreasonably withheld, the Client will not be directly or indirectly involved with a business which is in direct competition with the particular business line of the Contractor, divert or attempt to divert from the Contractor any business the Contractor has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to the expiration or termination of this Agreement. This obligation will survive the expiration or termination of this Agreement and will continue for five (5) years from the date of such expiration or termination.

Non-Solicitation

7. The Contractor understands and agrees that any attempt on the part of the Contractor to induce other employees or contractors to leave the Client's employ, or any effort by the Contractor to interfere with the Client's relationship with its employees or other service providers would be harmful and damaging to the Client.
8. During the Term of this Agreement and for a period of five (5) years after the expiration or termination of this Agreement, the Contractor will not in any way directly or indirectly:
 - a. Induce or attempt to induce any employee or other service provider of the Client to quit employment or retainer with the Client;
 - b. Otherwise interfere with or disrupt the Client's relationship with its employees or other service providers;
 - c. Discuss employment opportunities or provide information about competitive employment to any of the Client's employees or other service providers; or
 - d. Solicit, entice, or hire away any employee or other service provider of the Client.

Ownership of Materials and Intellectual Property

9. All Intellectual Property belonging to the Contractor will remain the property of the Contractor.

Return of Property

10. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

11. In providing the Services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

12. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
 - a. US², Inc. of 21975 Leyte, Farmington Hills, MI, 48336
 - b. Wisconsin Rapids Public Schools of 221 8th St. N, Wisconsin Rapids, WI, 54494
 - c. Or to such other address as any Party may from time to time notify the other.

Indemnification

- 13. Each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors, and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement

- 14. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Mediation of Agreement

- 15. In the event a dispute shall arise between the parties to this agreement, the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of United States Arbitration & Mediation. The parties agree to share equally in the costs of the mediation. The mediation shall be administered by a mediation service in Oakland County, Michigan.

Time of the Essence

- 16. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

- 17. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

- 18. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

Severability

- 19. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 13th day of July, 2021.

Wisconsin Rapids Public Schools, Steven Hepp
Signed: Steve Hepp
Name: Steven Hepp
Title: Director of Pupil Services
Date: 7/14/2021
Wisconsin Rapids Public Schools

US², Inc. Megan Fuciarelli 07/14/21
Signed: _____
Name: Megan Fuciarelli
Title: Founder & CEO
Date: July 13, 2021

STATEMENT OF WORK #1

THIS STATEMENT OF WORK (the "SOW") dated on this 13th day of July, 2021

BETWEEN:

Wisconsin Rapids Public Schools of 221 8th St. N, Wisconsin Rapids, WI, 54494

(the "Client")

-AND-

US², Inc. of 21975 Leyte, Farmington Hills, MI, 48336

(the "Contractor")

PROGRAM: Professional Development and Coaching

Dates TBD Up to 3 WRPS Leadership Team Members One (1) US ² Consultant	Coaching/Leadership Support: Support with district initiatives around justice, equity, diversity, and inclusion.	Up to 15 Hours (in increments of 60 minutes or more)
Dates TBD (four sessions included in contract) Up to 25 WRPS Administrators One (1) US ² Consultant	Administrator Training: Topics TBD with an emphasis on school culture and the impact of leadership leading to a more inclusive environment.	Up to 3 Hours per session
Dates TBD (one series of four sessions included in contract) Up to 25 WRPS Staff Members One (1) US ² Consultant	Series on Bias Webinar: During this series, we will move through four modules. Each session includes self-reflection/journaling work that builds upon each other (we ask that participants attend the entire series). The series is meant to serve as a foundation for further work and is not considered to be all-encompassing. <ul style="list-style-type: none"> o Topic 1: Humanizing Bias o Topic 2: Recognizing Areas of Oppression and Privilege o Topic 3: Conducting Difficult Conversations o Topic 4: Becoming Anti-Discriminatory 	Up to 60 Minutes per session

If the foregoing correctly sets forth your understanding of our agreement and is acceptable to you, please sign and date this agreement in the space printed below, return, and make a copy for your files. We will then send a deposit invoice for processing.

Wisconsin Rapids Public Schools, Steven Hepp

Signed: Steven Hepp

Name: Steven Hepp

Title: Director of Pupil Services

Date: 7/14/2021

US², Inc.

Signed: Megan Fuciarelli 07/14/21

Name: Megan Fuciarelli

Title: Founder & CEO

Date: July 13, 2021