

**MEDFORD AREA PUBLIC SCHOOL DISTRICT
RURAL VIRTUAL ACADEMY**

DATE ADOPTED: January 13, 2011 FILE SECTOR: RURAL VIRTUAL ACADEMY
DATE REVISED: October 24, 2011 POLICY TITLE: OPERATIONAL BUDGET
DATE REVISED: March 15, 2012 AND AGREEMENTS
DATE REVISED: June 20, 2013
DATE REVISED: December 18, 2014
DATE REVISED: August 17, 2017
DATE REVISED: May 17, 2018

An operating budget shall be developed annually by the Rural Virtual Academy (RVA) Public Charter School for approval by the RVA Governance Board and Medford Area Public School District (MAPSD) Board of Education (BOE). As the fiscal authorizing agent of the RVA, MAPSD will support the fiscal endeavors of the RVA by allocating the approved funds for expenditure purposes.

Acting in consortia, RVA will create equitable formularies for calculating the expenditures of participating school district entities, including MAPSD.

The preparation of this budget will be a process which includes the RVA Governance Board, RVA staff, administration, MAPSD BOE and the public through access at posted governance board meetings and/ or created sub-committees.

MAPSD's BOE, acting as both the authorizing and fiscal agent of the RVA, shall make final approval of the annual budget in accordance with State law and established MAPSD procedures.

CROSS REFERENCE:

**LEGAL REFERENCE: 66.0301, 118.40(3)(b), 118.40(5), 121.05(1)(a)(9) Wis. Stats.
and 5204(f)(4)(B) Fed. Law**

**MEDFORD AREA PUBLIC SCHOOL DISTRICT
RURALVIRTUAL ACADEMY**

DATE ADOPTED: January 13, 2011 FILE SECTOR: FISCAL MANAGEMENT
DATE REVISED: October 24, 2011 POLICY TITLE: OPERATIONAL BUDGET
DATE REVISED: March 15, 2012 AND AGREEMENTS
DATE REVISED: June 20, 2013
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Through exercise of State statute, the RVA Public Charter School shall operate in consortia with participating school districts through developed and agreed upon shared “full-time virtual access” and “digital access” service agreements. Full-time virtual access agreements are intended to serve those districts seeking to provide virtual education options for local families wanting the flexibility of a public education outside of the traditional classroom setting. Digital access agreements are intended to serve those districts seeking to provide virtual curriculum options for use in traditional school environments. These agreements are to provide both equitable and unique solutions to meet the needs of both parties. Shared service agreements between the RVA and a participating school district can be developed up to the maximum length of the charter contract period. Options of multi-year invested or single-year affiliate consortium agreements are available to districts. The RVA Governance Board reserves the right to deny multi-year invested and single-year affiliate agreements from any interested district. Multi-year invested agreements will be given preference to those districts who have first successfully partnered with the RVA under a single-year affiliate membership for at least one year.

Multi-Year “Invested” Consortium Agreements

A participating school district agrees to remain in the RVA consortium, under commitment both financially and in participation through the RVA Administrative Advisory Council and/or Governance Board, for up to 5 fiscal years. Additionally, participating districts agree to the terms of the RVA Charter, its by-laws, policies, and operational procedures for the term of the charter. Any member consortium school district may apply to terminate membership from the consortium for the succeeding year provided the written request is made prior to the RVA Governance Board’s regular January/ February meeting. If the majority of RVA Governance Board members veto the request of termination, the request shall be denied and membership shall continue until June 30th of the succeeding/ following year. After this time, the district requesting termination may withdraw from future membership.

For those districts operating under a multi-year agreement with the RVA the following financial formula will be used in determining individual districts cost.

- A budget for the upcoming school year will be submitted to the RVA Governance Board at the March/April regular governing board meeting. The budget is to include those expenses not covered by any grants, such as administrative costs, teacher costs, support staff costs, consumables, postage, dues, reimbursements, tuition, lease agreements, field trips, technology, curriculum, professional development, and/or other identified RVA expenditures.
- The RVA Governance Board will establish a *virtual invested access* and *digital access fee* to belong to the consortium. Member school districts will be annually charged the membership fees and a prorated amount of estimated expenses equal to 25% of accumulated expenses on the first Friday of November with payment due by the first Friday of December. This fee will have a final adjusted calculation based on enrollment at the regular May/ June meeting.
- The fees will be based on the following tables:

RVA Invested & Affiliated Virtual School Access Fee	
Based on Per Students Enrolled	
0	\$1,500
1-4	\$3,000
5-9	\$4,500
10-14	\$6,000
15-19	\$7,500
20-24	\$9,000
25-29	\$10,500
30-34	\$12,000
35-39	\$13,500
40+	\$15,000

RVA Invested Digital Access Fee	
Based on Per Teacher	
0	\$750
1-4	\$1,500
5-9	\$2,250
10-14	\$3,000
15-19	\$3,750
20-24	\$4,500
25-29	\$5,250
30-34	\$6,000
35-39	\$6,750
40+	\$7,500

- For full-time virtual students, the RVA Governance Board will establish a *per student cost* based on the number of students enrolled in the RVA on a full-time equivalent basis. The end of the year cost per district for full-time virtual learning services will be calculated using the total full-time virtual cost, subtracting the virtual access fee,

subtracting 95% of the 66.0301 and open enrollment revenue received by the school's authorizing school district, subtracting shared staff credits and establishing a per student cost by dividing the remaining cost by the number of students. School districts in the consortium will be assessed the per student fee, based on the number of students enrolled in the RVA from their district, in the following manner:

- Member school districts will be assessed annually .25 FTE's for each student enrolled in the RVA on the first Friday of November with payment due by the first Friday of December. This calculation will be made without offsetting for revenue.
 - End of the year reconciliation will be made based on increased or decreased enrollments. Enrollments will be calculated quarterly, i.e., a student enrolled after the beginning of the first quarter, but prior to the start of the second quarter will be calculated as a 1 (FTE), (4K=0.6), student. A student enrolling after the second quarter, but prior to the start of the third quarter will be calculated as a .75 (FTE), (4K=0.45), student. Any student enrolled after the start of the third quarter, but prior to the fourth quarter will be calculated as a .50 (FTE), (4K=0.3), student. Any student enrolled after the start of the fourth quarter, but prior to the fourth quarter billing date will be calculated as a .25 (FTE), (4K=0.15). Consortium students leaving the RVA prior to the end of any quarter will only have the prorated amount of FTE time assessed for billing purposes. Any student who meets mid-year early graduation requirements will be counted in full for the remainder of the year. Any student enrolling at the request of the member district past the fourth quarter billing date will be separately invoiced. Resident districts will be billed at the regular May/June governance meeting.
- Districts which elect to share staff to teach direct instruction courses with 10 or more RVA students will be provided a \$5,000 per section per year credit. Proration can be considered down to \$2,500 for 5 students. (See table below.) Shared consortium staff will not be considered for sections having fewer than 5 students. The RVA Administration makes determinations of class and section needs and reserves the right to deny requests for shared course sections. Needs for shared course sections are made on an annual basis by RVA Administration with no guarantee of continued availability from year-to-year. Preference will be given to those districts who have previously shared staff. Poor evaluations or performance of shared staff in their instructional duties as evaluated by RVA Administration can result in the course section not being offered in future years.

RVA Invested Shared Staff Credit		
Based on Per Teacher Per RVA Students Enrolled		
Teacher	RVA Students	Credit
1	0-4	No Section
1	5-9	\$2,500
1	10-35	\$5,000

- Districts may elect to open an on campus learning center which would support the opportunity or requirement for full-time virtual school students to attend and receive academic help, support, and guidance on a regular basis. To receive a credit, an invested member district must have an established “learning center” accessible by all full-time RVA students from within the invested member district staffed by at least 1 instructional support person. The credit will be based off the total number full-time equivalent (FTE) students enrolled in the RVA from the Invested Member district at the end of the year. Full and prorated credits will be based upon the following table:

RVA Invested Shared Support Staff Credit		
Based on Per Support Staff Per RVA Student FTE's Enrolled		
Support Staff	RVA Student FTE	Credit
1	0	\$0.00
1	1-10	\$5,000
1	11-20	\$7,500
1	21-35	\$10,000
2	36+	\$15,000

- Other costs and credits will be assessed to the consortium districts for services including but not limited to: professional development per diems, special education services provided by the RVA in lieu of the consortium district, and associated technology purchases.
- Each consortium district will receive annual notification of this agreement, for commitment financially and in participation through the RVA Administrative Advisory Council and any necessary appointments to the RVA Governance Board. This notification will take place during the regular November/ December RVA Governing Board meeting and be in effect for the proceeding school year. These commitment agreements are to be determined by the consortium district no later than the regular January/ February RVA Governance Board meeting. New districts wishing to become consortium members may petition their request to the RVA Governance Board by contacting the RVA Administrator.

Any district wishing to belong to the RVA consortium under a multi-year commitment must first have approval from RVA Governance Board, requesting district’s BOE, with final approvals made by the MAPSD’s BOE.

Single Year “Affiliate” Consortium Agreements

A participating school district can join the RVA by utilizing a shared virtual learning services agreement of 1 year or less. The purpose of this agreement is two-fold: to provide school districts an opportunity for their students to receive a virtual education without needing to have individual students open enroll or for districts to sign a multi-year commitment and for the requesting school district digital access to curriculum for use in the traditional school setting. Individual consortium agreements are to be developed cooperatively between the requesting district and the RVA Administration. A single year affiliate agreement shall consider and describe the following:

Pursuant to Wisconsin Statutes 66.0301, 120.25 and the Department of Public Instruction (DPI) Chapter PI-14.02, the RVA and School District of ***** agree to form a consortium to provide year round virtual learning services to Pre-Kindergarten through Grade 12 students residing in the School District of ***** for the term of one school year.

Program Description [PI-14.02(b)]:

- Upon approval of this agreement, the RVA will be allowed to enroll pupils from families seeking virtual learning educational options from the School District of ***** and provide them instructional services in accordance with this contract and RVA's operating policies and procedures.
- The RVA will provide the District's designated contact with copies of each student enrollee's academic achievement reports and assessment data.
- Students acquiring enough credits for graduation will be granted a diploma from the School District of ***** meeting all necessary graduation requirements of the RVA. The School District of ***** agrees that any additional local graduation requirements will be communicated to the students by School District of ***** personnel in a timely manner as to not delay the graduation of a student on track to meet all RVA requirements.
- The School District of ***** retains determination and all associated special education and/or related services should they be needed for RVA students. The RVA will not over-cost for special education services as they will remain under the direct control of the School District of *****. If an IEP team is created for student of ***** attending the RVA, then the RVA requests to have a teacher represented on such team.
- The School District of ***** agrees to provide to its RVA parents the option of receiving in-district intervention programming and progress monitoring services to student who are referred for a specific learning disability.
- The School District of ***** agrees to coordinate, schedule, and proctor all required State assessments.
- The School District of ***** agrees to allow its resident RVA students access to regular school programming including but not limited to: academic classes, elective courses, activities, clubs, extra- curriculars, co-curriculars, athletics, etc.
- The RVA will provide access to digital learning curriculum and ongoing professional development for Digital learning use in classrooms with the School District of *****.

Fiscal Agent [PI-14.02(c)1,2,3]:

- The RVA, under the authorization and fiscal oversight of MAPSD, will be the fiscal agent. RVA instructors will operate in accordance of Wisconsin statute and follow the RVA’s operational policies, salary schedule, take part in staff development, and be supervised by RVA administration. The RVA will account for all employment responsibilities (teacher retirement, worker’s compensation, and unemployment insurance).
- As fiscal agent, the RVA will establish and maintain records in accordance with the uniform accounting system prescribed by DPI under §115.28(13); file all required financial reports DPI; and, upon request of DPI, file a copy of the contract and the plan of operation with DPI.

Budget Reconciliation [PI-14.02(f)(h)]:

Virtual School Access Charges (REQUIRED):

- The School District of ***** will be assessed an annual “Virtual Affiliate Access Fee” based upon the number of different students enrolled in the RVA over the course of the year. This amount is not prorated by the number of days of enrollment. This amount is fixed and billed at the end of year reconciliation. Fees are based upon the following table:

RVA Virtual Affiliated & Invested Access Fee	
Based on Students Enrolled	
0	\$1,500
1	\$3,000
5	\$4,500
10	\$6,000
15	\$7,500
20	\$9,000
25	\$10,500
30	\$12,000
35	\$13,500
40	\$15,000

- The School District of ***** will be assessed at an agreed per pupil amount (tuition). The tuition amount will be prorated to the number of days of enrollment by each participating student. Tuition is determined to be the annual public school open enrollment dollar amount determined by DPI on an annual basis **less \$1,500 per pupil, (or as negotiated.)** Different open enrollment dollar amounts exist for both regular and special education students. This amount is variable and billed at the end of year reconciliation.
- The School District of ***** may elect to share staff to teach direct instruction courses with 10 or more RVA students and will be provided a \$5,000 per section per year credit. Proration will be considered down to \$2,500 for 5 students. (See table below.) Shared consortium staff will not be considered

for sections having fewer than 5 students. The RVA Administration makes determinations of class and section needs and reserves the right to deny requests for shared course sections. Needs for shared course sections are made on an annual basis by RVA Administration with no guarantee of continued availability from year-to-year. Preference will be given to those districts who have previously shared staff. Poor evaluations or performance of shared staff in their instructional duties as evaluated by RVA Administration can result in the course section not being offered in future years.

RVA Affiliated Shared Staff Credit		
Based on Per Teacher Per RVA Students Enrolled		
Teacher	RVA Students	Credit
1	0-4	No Section
1	5-9	\$2,500
1	10-35	\$5,000

- The School District of ***** may elect to open an on campus learning center which would support the opportunity or requirement for full-time virtual school students to attend and receive academic help, support, and guidance on a regular basis. In order to qualify for the credit, an affiliate member district must have an established “learning center” accessible by all full-time RVA students from within the affiliate member district staffed by at least 1 instructional support person. The credit will be based off the total number of different students enrolled in the RVA from the affiliate member district at the end of the year. Full and prorated credits will be based upon the following table:

RVA Affiliated Shared Support Staff Credit		
Based on Per Support Staff Per RVA Students Enrolled		
Support Staff	RVA Students	Credit
1	0	\$0.00
1	1-10	\$5,000
1	11-20	\$7,500
1	21-35	\$10,000
2	36+	\$15,000

Digital Learning Access Charges (OPTIONAL):

- The School District of ***** may opt out of utilizing the RVA Digital Learning Access Charges by electing not to accept the terms in the contract. If the School District of ***** elects to have access, they will be assessed an annual “Digital Affiliate Access Fee” based upon the number of different teachers utilizing digital courses in the RVA over the course of the year. This amount is fixed and billed at the end of year reconciliation. Fees are based upon the following table:

RVA Invested Digital Access Fee	
Based on Per Teacher	
0	\$750
1-4	\$1,500
5-9	\$2,250
10-14	\$3,000
15-19	\$3,750
20-24	\$4,500
25-29	\$5,250
30-34	\$6,000
35-39	\$6,750
40+	\$7,500

- The School District of ***** will be provided access to all the courses available through the Wisconsin eSchool Network (Wisconsin Digital Learning Collaborative). Professional development and ongoing technical support and training will be provided to the School District of ***** staff by the RVA.
- The School District of ***** will be charged all associated costs for content of digital courses in the same amount the RVA is charged for acquiring those courses from the Wisconsin eSchool Network. This amount is fixed at the rate per courses which are “licensed,” “owned,” or “Digital” by the Wisconsin eSchool Network and billed at the end of year reconciliation.
- The School District of ***** will be charged \$50 per course/ student/ semester “instructional fee” for any classes taken by School District of ***** students in RVA teacher directed courses. This amount is fixed and billed at the end of year reconciliation.
- The RVA will prepare a preliminary budget for the virtual learning services with actual and final reconciliation prior to June 30, 2018. In this way, the proration of costs will be made on a basis which is fair and equitable to each participant.

Renewal:

Including language to determine when the agreement will be revisited for possible renewal on at least an annual basis.

Program Contacts: Charles Heckel, RVA Administrator, MAPSD, will be the responsible contact person for this instructional position. The designated contact for the School District of ***** will be _____.

RVA Administration may enter into negotiations and development of single year contracts with requesting districts in the representative best interest of the RVA, the RVA Governance Board and MAPSD BOE. Upon drafting a satisfactory agreement, any district still wishing to belong to the RVA consortium, under a single year commitment, must have final approval from both requesting district’s BOE and MAPSD’s BOE.