

# Whole Grade Sharing

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## 2016 Federal Funding Conference

### Panel

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# Whole Grade Sharing (WGS) Agreement

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- Under a WGS agreement, districts may consolidate individual grades offered at multiple school sites into one educational program for the consolidated grade(s)
- Whole grade sharing allows school districts to pool costs and reallocate resources to meet the needs of their communities

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## 2015 Act 55 (2015-17 State Biennial Budget)

- Authorized school boards of two or more school districts to enter into a whole grade sharing (WGS) agreement
- Authorization for WGS agreements is included in s.118.50, Wis. Stats.

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### School District A

Kindergarten –  
Sixth Grade  
105

Seventh– Eighth  
Grades  
95

Ninth – Twelfth  
Grades  
100

### School District B

Kindergarten –  
Fifth Grade  
350

Sixth – Eighth  
Grades  
380

Ninth – Twelfth  
Grades  
400

Jr. High Moves

High School  
moves back

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## Whole Grade Sharing (WGS) Agreement

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If a school district is interested in a WGS agreement, state law requires that the agreement provide for all or a substantial portion of the pupils in one or more grades in any of the school districts to attend school in one or more of the other school districts for all or a substantial portion of a school day.

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### Whole Grade Sharing (WGS) Agreement

State law requires that a WGS agreement include these components:

- The **annual amount** that the pupil's resident school district pays to the nonresident school district where the pupil attends
  - Subject to payment requirements for pupils with disabilities
- Which school board will award graduation **diplomas** to the pupils who, under the agreement, graduate from high school in a school district other than the pupil's resident school district

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### Whole Grade Sharing (WGS) Agreement

State law requires that a WGS agreement include these components:

- The **term** of the agreement which shall be for one or more entire school years
- The **date** by which each school board must notify the other participating school board(s) of its intent to renew the agreement
- The **grade levels** in each school district that are subject to the agreement

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### Whole Grade Sharing (WGS) Agreement

State law requires that a WGS agreement include these components:

- Which school board is responsible for **pupil records** for pupils, who under the agreement, attend school in a school district other than the pupil's resident school district
- Must be **signed** no later than January 10 in order to be effective for the ensuing school year
  - Signed by January 10, 2016, to be effective for the 2016-17 school year

## Pupils with Disabilities

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The resident district payment amount per pupil, for whom an IEP is in effect and who is attending a school under a WGS agreement, is:

- \$12,000 in FY 2016-17
- Increased, beginning in FY 2017-18
  - Sum of previous school year per pupil amount, per pupil revenue limit adjustment under s. 121.91(2m) for the current school year, if positive; and change in statewide categorical aid per pupil between the previous school year and the current school year, as determined under s. 118.40(2r)(e) 2p., if positive

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## Attendance Areas

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If a school board enters into a WGS agreement that designates more than one school district for the attendance of its pupils, the school board shall establish attendance areas within the school district for determining the school districts of attendance of the pupils.

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## Pupils with Disabilities

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Payment is prorated for pupils attending less than full school year

- Based on number of days school is in session during the school term and number of days pupil attends school in the nonresident school district during the school term

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## Rights and Privileges of Nonresident Pupils; Participation in Program

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Pupil attending a nonresident school district under WGS has all of the rights and privileges of pupils residing in that school district and is subject to the same rules and regulations as pupils residing in the school district

*Except as provided in **118.134(3m)** A pupil attending a public school in a nonresident school district under s. 118.50 or 118.51 may not file a complaint under sub. (1) in which the pupil objects to the use of a race-based nickname, logo, mascot, or team name by the school board of the nonresident school district*

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### Whole Grade Sharing (WGS) Agreement

- **Course Options**
  - District the pupil is attending will review and approve or deny course options applications
- **Open Enrollment**
  - Pupil's open enrollment status is held in abeyance when attending a school under a WGS agreement if the pupil was already open enrolled into the nonresident district

### WGS Timeline

These procedures are required for districts that want to enter into, extend, or renew a WGS agreement:

- Request a feasibility study of the WGS agreement **if** a petition signed by at least 20 percent of the electors residing in the school district requesting the study is filed with the school board within 30 days after publication or posting.

### WGS Timeline

These procedures are required for districts that want to enter into, extend, or renew a WGS agreement:

- Adopt a resolution stating its intention at least 150 days prior to entering into the WGS agreement
  - ✦ January 10<sup>th</sup> deadline for entering into an agreement for the next school year
- Publish notice of the adoption of the resolution within 10 days of adoption

### Feasibility Study

- Upon receipt of the petition, the school board must contract with an organization approved by DPI to conduct the feasibility study.
- If a feasibility study is required, the school board may not enter into, extend, or renew a WGS agreement until it receives the results of the study.
- School board shall post the results of the feasibility study on the school district's Internet site.

**WGS Timeline**

These procedures are required for districts that want to enter into, extend, or renew a WGS agreement:

- Hold a public hearing at least 30 days prior to entering into, extending or renewing a WGS agreement.
  - Proposed agreement is described and school district elector may comment
  - Two or more school boards that will be parties to the agreement may hold a joint public hearing in one of the school districts

**Transportation**

- Resident school board is responsible for transporting the pupil to and from the school the pupil attends **unless** the WGS agreement provides otherwise.
- If under the WGS agreement, a school board provides transportation for fewer than all pupils, there shall be reasonable uniformity in the minimum and maximum distances pupils are transported.

**WGS Timeline**

These procedures are required for districts that want to enter into, extend, or renew a WGS agreement:

- Enter into (or extend or renew) a WGS agreement by January 10<sup>th</sup> prior to the beginning of the school year in which the WGS agreement will be in effect.
- Provide a certified copy of the WGS agreement to DPI within 10 days of completing an agreement.

**Summer School Transportation**

- If the school district provides transportation for resident pupils to attend summer school, transportation must also be provided by the school district to pupils who attend summer classes in the district under a WGS agreement.
- WGS agreement shall specify which participating school district is responsible for transporting pupils to attend summer school classes.

## Who Counts a Pupil and Who Receives Federal and State Aid?

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DPI is currently exploring how various federal grants might be impacted by a WGS agreement

## State Aid

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- School districts participating in a WGS agreement will be held harmless from reductions in state equalization aid resulting from the WGS agreement
  - ✦ Will be eligible for aid in an amount that is no less than the amounts to which the individual districts were eligible in the school year prior to the school year in which the agreement takes effect, for the first five years of the WGS agreement
  - ✦ The hold harmless aid will continue into the sixth and seventh years of the agreement, in an amount equal to 66 percent and 33 percent (respectively) of the hold harmless aid received by the districts (if any) in the fifth year of the agreement
  - ✦ This provision applies only to new agreements

## State Aid

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- Counting Pupils
  - Pupils will continue to be counted by district of residence for state general/equalization aid and revenue limit purposes.
- Pupils with Disabilities
  - The district the pupil with a disability is attending can submit eligible special education costs to DPI for reimbursement under state special education categorical aid programs.

## Impact on Title I, Part A

## Will Our District Lose Title I Funds?

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No, district allocations are based on U.S. Census poverty data.

This poverty data includes all residents within the school district, not just students attending the school.

## Serving Title I Students

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The WGS agreement needs to include:

- Type of services (targeted assistance or schoolwide, grade levels included, content areas, etc.)
- Title I funds to be paid by resident district to the nonresident district providing Title I services

## Counting Students for Title Services

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The resident district counts all of the students in grades K-12 enrolled in the district on the same date.

- *This includes students that may be attending a nonresident school as part of a WGS agreement.*

This student count includes the number of students in poverty.

## Private School Implications

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Responsibility for students that elect to attend a private school is maintained by the resident district.

If the child's resident school receives Title I funds and the child is in poverty, then the resident school provides the per pupil allocation for Title I services in the private school.

## Private School Consultation

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The school district within which the private school is located is responsible for the consultation and services, including supervision and evaluation.

## SAGE/AGR Implications

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The SAGE/AGR contract is school specific. Schools holding the contract must maintain the program requirements.

The SAGE/AGR school receives the per pupil payment for students in poverty within the K-3 classrooms regardless of district of residence.

## Title I Documentation

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The district providing Title I services is responsible for keeping records (academic records, compliance documents, progress monitoring, etc.)

Individual student records will be transferred to the resident district upon the conclusion of the grade share.

## Community Eligibility Provision

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Students will be part of the program if the nonresident school is participating in CEP.

CEP provides all children in the school with free breakfast and lunch regardless of his/her poverty.

Please be advised the school may still need a poverty count for Title I and for SAGE/AGR which may require the child to complete an alternate household income form.



## McKinney-Vento Implications

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The resident district is responsible for providing transportation to and from the nonresident school.

There will likely be other needs that the districts should discuss and include in their WGS agreement.

## FAPE Agency

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- Wisconsin State Statute 115.77(1) was amended to identify the attending district in a WGS agreement as the FAPE agency
  - The FAPE agency is the agency that is responsible for developing and implementing the IEP, as well as providing and paying for the special education services provided to students with disabilities.
  - When students with disabilities switch districts under a WGS agreement, the attending district may adopt existing IEPs.

## Impact on IDEA & Special Education

## FAPE Agency

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- For students affected by a WGS agreement, referrals to special education would be handled by the attending district regardless of residency. However, at least one person designated by the school board of the student's school district of residency, who has knowledge or special expertise about the student, must be a member of the IEP team. (Wis. Stat. §115.78(1m)(h))

## Low Incidence Disabilities

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- When considering a WGS agreement, outline communication between the participating LEAs to ensure the attending school district can provide the special education services required.
- Example – a student with an educational interpreter in the resident LEA's elementary school will require this low incidence service in the attending LEA's middle school.

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## Annual Per Pupil Amount (State)

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- Students without disabilities – amount is set by the participating districts per the WGS agreement
- Students with disabilities – amount is set by statute
  - This is a general fund 10 expenditure – this amount does not reflect special education costs
  - It is not a cost that can be charged to the IDEA entitlement grants or be recorded in Fund 27

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## Specialized Transportation

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Wisconsin State Statute 118.50(3) states the resident LEA is responsible for transportation unless the WGS agreement provides otherwise...

IDEA (§300.34(c)(16)) identifies specialized transportation as a related service, which would be included in an IEP developed by the FAPE agency

- The FAPE agency is responsible for the provision of all IEP documented services

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## IDEA Allocation

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- Under a WGS agreement, the participating districts would see a change in their IDEA entitlement allocations
- An entitlement amount consists of three figures
  - 1) Student with Disability Child Count per 1998 (Base Amount)
  - 2) Census Poverty Count
  - 3) Total Student Enrollment

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<p><b>BASE AMOUNT</b> <b>§300.705(b)(2)(iii)</b></p>	<p>If, for two or more LEAs, administrative responsibility for providing special education services change, the base allocations of affected LEAs must be redistributed among affected LEAs based on relative number of students with disabilities</p>
<p><b>Poverty Count</b> <b>(15% of allocation)</b></p>	<p>Based on residency, so amount generated for each affected LEA would not change under the agreement</p>
<p><b>Total Student Enrollment</b> <b>(85% of allocation)</b></p>	<p>The LEA whose students attend a different district under the WGS agreement would see a decrease in their IDEA allocations and the attending district would see an increase</p>
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## IDEA's Maintenance of Effort

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Entering into a WGS agreement is *not* an exception under the law – but “a decrease in the enrollment of children with disabilities” is an exception.

- This would require long range planning to avoid MOE compliance issues
  - ✦ Does the exception amount generated by the decrease in students with disabilities in the resident district equal the decrease in expenditures for any special education staff, locally funded, that will be no longer employed due to the WGS agreement?
  - ✦ Also consider the ending of special ed contracts for services ,

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## IDEA's Maintenance of Effort

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- An LEA must expend on the education of students with disabilities at least the same total or per capita amount from local and state funds as the LEA spent for that purpose in the prior fiscal year
- An LEA may reduce the level of expenditures below the prior fiscal year's expenditures if the reduction is attributable to one of the five allowed exceptions outlined in the regulations.

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## Whole Grade Sharing

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Resources:

**DPI website:** <http://dpi.wi.gov/sms/whole-grade-sharing>

**Wis. Stat.**  
<https://docs.legis.wisconsin.gov/statutes/statutes/118/50?view=section>

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