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☞ Details: Audit requests, 2006

(FORM UPDATED: 08/11/2010)

WISCONSIN STATE LEGISLATURE ... PUBLIC HEARING - COMMITTEE RECORDS

2005-06

(session year)

Joint

(Assembly, Senate or Joint)

Committee on Audit...

COMMITTEE NOTICES ...

- Committee Reports ... **CR**
- Executive Sessions ... **ES**
- Public Hearings ... **PH**

INFORMATION COLLECTED BY COMMITTEE FOR AND AGAINST PROPOSAL

- Appointments ... **Appt** (w/Record of Comm. Proceedings)
- Clearinghouse Rules ... **CRule** (w/Record of Comm. Proceedings)
- Hearing Records ... bills and resolutions (w/Record of Comm. Proceedings)
(**ab** = Assembly Bill) (**ar** = Assembly Resolution) (**ajr** = Assembly Joint Resolution)
(**sb** = Senate Bill) (**sr** = Senate Resolution) (**sjr** = Senate Joint Resolution)
- Miscellaneous ... **Misc**



State of Wisconsin Department of Public Instruction

Elizabeth Burmaster, State Superintendent

May 23, 2006

The Honorable Dan Meyer
State Capitol
PO Box 8953
Madison, WI 53708

Dear Representative Meyer:

This letter is in response to a written inquiry that your office made with the department regarding the implementation and administration of the SAGE program. What follows are our responses to your questions regarding class size ratios, flexibility given school districts, and termination from the SAGE program.

You requested class size ratios for participating schools for the 2004-05 school year, copies of any correspondence granting schools flexibility and the poverty levels of those schools.

Class Size Ratios

- There were 31 schools on the May 12, 2006, list that you referenced that answered "no" to both the 15:1 and 30:2 arrangements. Four (Cudahy – Mitchell, Eau Claire Area – Meadowview, Marinette – Porterfield, and Somerset) dropped out of SAGE at the end of the 2004-05 school year and have been deleted from Table I.
- Seven schools on the list have average class sizes at 15 or less.
- Seven schools have average class sizes from 15 to 16.
- Six schools have averages between 16 and 18. One of the six (Pulaski) indicated having received information from the district administrator that the class size limit was 18, and has an average of 16 and 17 again this year. The five remaining all indicated having brought in additional teachers during the year to deal with class sizes over 15 (see Background Information Table).
- There are seven schools on the list with averages at or over 18. One (Chippewa Falls - Hillcrest) indicated averages over the limit as a result of district policy to serve neighborhood students in their building instead of moving them to other schools. Four of the remaining six indicated that additional staff persons were available to reduce class sizes during part of the day (see Background Information Table).

Copies of Correspondence

- Of the seven schools with averages 18 and over still in the program (River Falls (2), Baldwin-Woodville, Dodgeville, Amery, Verona, Chippewa Falls) Amery is the only one to have formally notified the department of difficulties implementing SAGE (see Amery letters and DPI response). The department is in the process of notifying schools with high averages that they need to correct this situation.

- We are currently in the process of reviewing our e-mail records for this time period and will get back to you if we find any e-mails pertaining to your request.

Poverty Rates

- See poverty rates on Table I.

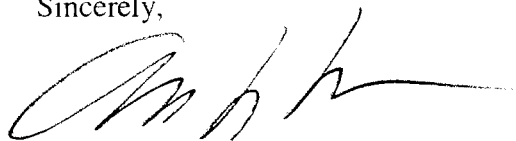
You also requested to know if there are schools other than those designated above for which DPI granted flexibility from the 15:1 ratio for the 2004-05 school year, information about their ratio, and copies of correspondence or other communications to and from DPI about granting flexibility to these schools. Please see the attached material for Florence, Beaver Dam, and Milwaukee. Again, we are in the process of reviewing our e-mail for any pertinent records.

The report on SAGE Implementation Methods – Teacher/Class Arrangements for the 2002-03 and 2003-04 school years are attached per your request.

You also inquired as to whether DPI has ever terminated a SAGE contract for any school for noncompliance with statutory requirements, and copies of correspondence or other communication to and from DPI about the termination. There have been no formal terminations of schools from the SAGE program. There have, however, been a number of schools that have voluntarily left SAGE because of problems fully implementing the program.

If you have any further questions or would like additional information, please feel free to contact me.

Sincerely,



Anthony S. Evers
Deputy State Superintendent

cc: Bill Cosh, Office of Representative Dan Meyer
Jennifer Western, Office of Representative Kitty Rhoades



State Representative
Kitty Rhoades

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June 5, 2006... For Immediate Release

Rhoades Calls for Audit of SAGE, More Accountability for \$98 million in Tax Dollars

DPI Admits that SAGE Lacks Accountability

Hudson -- In an April 19th letter addressed to Department of Public Instruction (DPI) Superintendent, Libby Burmaster, State Representative Kitty Rhoades (Hudson) asked for clarification on DPI's enforcement of the 15:1 student-teacher class size ratio required by law. She also questioned DPI's authority to issue informal agreements allowing some schools to exceed the ratio outside of the formal waiver process outlined in state law and in DPI's own SAGE guidelines.

"DPI's response lacked straight answers to my specific questions," Rhoades said. "This increased my concerns that the department was not adhering to statutes or its own rules when implementing the SAGE program. In addition, it led me to believe that there was a lack of accountability for the money being spent to support the program."

Rhoades' suspicions were confirmed in an article, "State Tightening Class Size Initiative," which appeared in the Milwaukee Journal Sentinel on May 31st. In the article, DPI admitted being unaware of how SAGE money is being used or how the class size requirement is being fulfilled in SAGE schools. DPI also announced they will begin requiring schools to seek formal waivers, which is required in current law and in DPI's own SAGE guidelines.

"The lack of accountability and implementation of state law and their own policies and procedures deeply troubles me," Rhoades said. "Taxpayers, students, parents, and teachers deserve better."

According to the Legislative Fiscal Bureau, in the 2005-2006 school year, approximately \$98 million was distributed to 495 SAGE schools. Schools participating in SAGE are required by state law to uphold a 15:1 student-teacher class size in kindergarten, and first, second, & third grades.

"When asking how \$98 million is being spent, no one likes to hear, 'I don't know,'" Rhoades said.

Friday, Rhoades sent a letter to the Co-Chairs of the Joint Legislative Audit Committee requesting an audit to be conducted on the SAGE program. According to Rhoades, too many questions remain unanswered regarding DPI's implementation of SAGE.

"I contacted DPI in an effort to obtain clarification and work with them to resolve these issues," Rhoades said. "Unfortunately, their answers have only led to more questions."

"An independent audit of the SAGE program is the only way taxpayers will find out how their money is being spent and how the program is being administered," Rhoades concluded.

—END—

SAGE Summary and Outcomes

Data Summary

- Results of the SAGE evaluation consistently found that the benefits seemed to be greater for African-American students than for White students. Thus, the claim is made that SAGE helps reduce the racial achievement gap that is observed in many educational settings
- The "size" of the SAGE effect varies by subject matter, but represents 1/3 to 1/2 of one school year's worth of growth when compared to the norm group averages. By any standard, this is a significant gain especially when one considers that most of the gain occurred during one school year.
- The greatest separation between the achievement of SAGE and comparison students occurs in first grade. This separation persists through third grade. From the data available, it is not possible to determine what might have happened had the program ended following first grade, forcing students to return to regular sized classrooms. It appears, however, that the gains made in first grade are sustainable, and in some instances increased upon, if similar classroom conditions exist in subsequent grades.
- African-American students seem to profit more from the SAGE experience than White students when compared to non-SAGE students. Within SAGE classrooms the greatest effect for SAGE students appears to be in the highest SES groups participating in the program.
- The SAGE program narrows the achievement gap between African-American and White Students in first grade and prevents it from widening in second and third grades. In larger class size comparison classrooms the achievement gap between African-American and White students widens each year.
- The SAGE "effect" may help compensate for attendance problems as it was generally observed that those low attending students in SAGE perform comparably to the best attending non-SAGE students. Increased attendance could enhance the SAGE effect by as much as 50%.

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Class-Size Reduction

A Fresh Look at the Data

A new review of SAGE findings answers questions on how much class-size reduction improves student achievement and which groups it affects most.

Phil Smith, Alex Molnar, and John Zahorik

Wisconsin's Student Achievement Guarantee in Education (SAGE) program, first implemented in 1996, is designed to increase the academic achievement of low-income students by reducing K-3 class size to 15 students to 1 teacher; establishing "lighted schoolhouses" that are open longer than the traditional school day; developing more rigorous curriculums; and structuring professional development and accountability for school professionals.

To gauge just how much of an effect SAGE has had on student achievement, we tracked from 1996 to 2001 the academic performance of students in 30 schools from the 21 school districts that initially participated in the program. We compared the academic performance of SAGE students with the performance of a comparable group of students in larger classes from 17 non-SAGE schools in the same districts.

For each year of the SAGE study, we pretested 1st graders from both SAGE and the comparison group in the fall using level 10 of the TerraNova edition of the Comprehensive Test of Basic Skills (CTBS)¹ and posttested the same groups in the spring, using level 11. In the spring of 2nd grade, students were posttested using level 12 of the TerraNova, and in 3rd grade, the students took level 13.

Overall, SAGE 1st graders scored significantly higher than did the comparison group on the reading, language arts, and mathematics subtests of the CTBS. At the end of 1st grade, SAGE students' test results showed a 25-30 percent higher level of academic achievement than that of their counterparts in larger classes, and they maintained that gain through 3rd grade—the last year of the program. By the end of 3rd grade, SAGE students were achieving at a level of one-third to one-half a year ahead of students in larger classes (Smith, Molnar, & Zahorik, 2003).

Persistent Questions

Although advocates of class-size reduction have used the results of the SAGE study to fortify the argument for smaller classes, some policy analysts have questioned whether the benefits—including achievement gains, reduction of classroom discipline problems, and greater individualized attention for students—are worth the program's cost. Although an overall pattern of research findings points to the positive effects of class-size reduction on student learning and on teaching behaviors, skeptics have consistently raised five major questions:

- How big is the SAGE effect on achievement?
- Do SAGE benefits persist in 2nd and 3rd grade?
- Does SAGE reduce the achievement

gap between African Americans and whites?

■ Are the benefits of SAGE limited to disadvantaged students?

■ How much does SAGE benefit students with poor attendance?

We will address these questions by providing a fresh perspective on the data contained in the program's annual reports. We hope that our analyses will help decision makers understand and evaluate the impact of the SAGE program in a realistic context.

How Big Is the SAGE Effect on Achievement?

In a new analysis, we used average growth curves—a means of charting and predicting the average expected performance of a test's norm group over time—to measure SAGE's effect on the achievement of the cohort of SAGE students entering 1st grade in 1997-1998.² The average growth curves for the CTBS tests used in the SAGE evaluation indicate that students would be expected to gain, on average, 33 points on reading test scores and 29 points on mathematics test scores between fall and spring of 1st grade (Smith et al., 2003).

Although both groups in the study outperformed the expected gain, the SAGE students outscored the comparison group in both subjects, gaining 47 points in reading and 42 points in

mathematics compared with the comparison school students' gain of 38 points in reading and 35 points in math. On the basis of the norm groups' predicted performance, this difference translates into 25-30 percent of a year's growth by the end of 1st grade, a significant gain that supports SAGE's claim to improving student achievement (Smith et al., 2003).

Does SAGE Reduce the Achievement Gap?

Class-size reduction benefits all students, but its effects are especially powerful for African Americans. African American students entering small 1st grade classes had lower reading and math scores than African American students entering larger classes in comparison schools. But by the end of 1st grade, their achievement scores

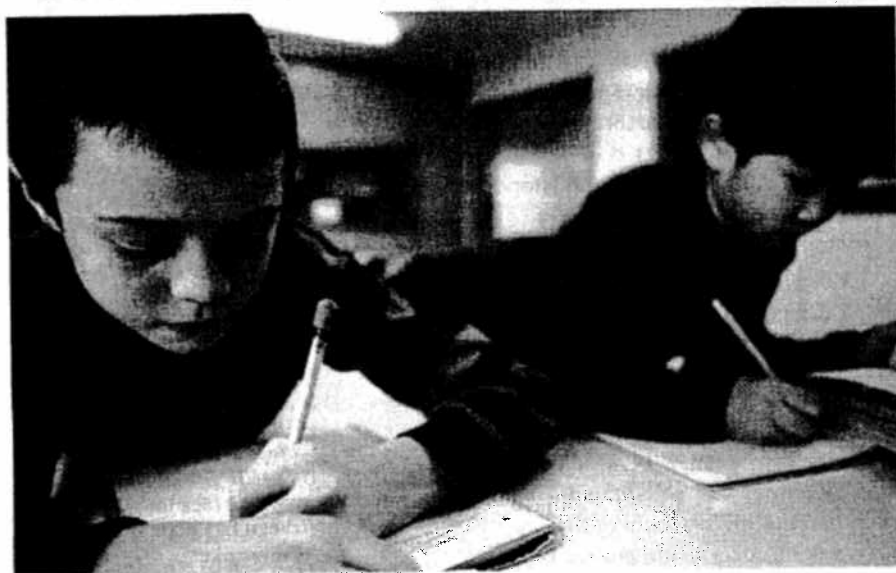
but by the end of 1st grade, they outscored the comparison students by 10 points—a 19-point gain which, when compared with the average growth curve, again represents two-thirds of a year's growth. The advantage in math achievement gained by African American SAGE students in 1st grade grew by another 10 points through 2nd grade, and the students maintained their overall 29-point gain throughout 3rd grade, representing nearly one year's growth advantage over African American students in comparison classrooms (Smith et al., 2003).

African American students seem to profit more from the SAGE experience than white students, when compared with non-SAGE students. The SAGE program narrows the achievement gap between African American and white students in 1st grade and prevents it from wideing in 2nd and 3rd grade. In the larger comparison classrooms, the achievement gap between African American and white students widens each year (Smith et al., 2003).

Are SAGE Benefits Limited to Disadvantaged Students?

Because the SAGE program originally targeted high-poverty schools, some critics have claimed that the effects of SAGE are limited to students of poverty. Even in schools that serve large numbers of students living in poverty, however, there is variation in family incomes. The SAGE evaluation monitored student participation in the federally subsidized school lunch program and used eligibility for free and reduced-price lunch as a means to assess the effect of SAGE on students with different socioeconomic statuses. We found that the higher a student's socioeconomic status, the greater the impact of the program.

For this analysis, we grouped students into three socioeconomic categories: high (not participating in subsidized lunch program); moderate (receiving reduced-price lunch); and low (receiving free lunch). At the beginning of 1st grade, African American students of low socioeconomic status actually outscored the group with high socioeco-



Do SAGE Benefits Persist in 2nd and 3rd Grade?

After 1st grade, the SAGE advantage in reading remains fairly constant. In 2nd grade mathematics, the SAGE group also showed gains relative to the comparison group, which fell significantly off the norm group performance standard.

Third grade changes for both SAGE and the comparison students are comparable to the norm standard for both reading and mathematics (Smith et al., 2003).

The greatest separation between the achievement of SAGE and comparison students occurs in 1st grade. From the data available, it is not possible to determine what might have happened had the program ended following 1st grade, forcing students to return to regular classrooms. It appears, however, that the gains made in 1st grade are sustainable and in some instances increase if similar classroom conditions exist in subsequent grades.

were significantly higher than those of the African American students in larger classes. They also narrowed the achievement gap that had separated them from their white classmates at the start of 1st grade. In 2nd and 3rd grade, the academic performance of African American students in small classes kept pace with that of their white peers (Smith et al., 2003).

In the 1st grade reading pretest, the African Americans in the SAGE program scored an average of 6 points below their comparison school counterparts. But on the end-of-year posttest, they outscored the comparison students by 14 points. This 20-point gain translates into two-thirds of a year's advantage in academic growth (Smith et al., 2003).

The study found the same general trends for mathematics. The African Americans in the SAGE program had a pretest score that averaged 9 points below that of the comparison group,

conomic status by 7 points, but they fell behind that group by 15 points by the end of 3rd grade, a 22-point swing (Smith et al., 2003). Coupled with the "achievement gap" results presented above, these figures suggest that although all students benefit, African American students—especially those with higher socioeconomic status—profit the most from the program.

How Much Does SAGE Benefit Low-Attending Students?

Anyone familiar with schools that serve a large number of students living in poverty knows that attendance is a problem. The SAGE program helps compensate for the negative effects of poor attendance.

For this analysis, we divided students into three groups: high attenders (missed 5 or fewer days in the school year); moderate attenders (missed 6–15 days); and low attenders (missed more than 15 days). The achievement scores for both the SAGE students and the comparison students ranked as expected: High-attending students had the highest score average and low-attending students had the lowest average (Smith et al., 2003). The achievement pattern in reading and math for low-attending SAGE students is, however, nearly identical to that of the high-attending comparison school students (Smith et al., 2003), which indicates that SAGE mitigates the devastating effects of poor attendance that schools with a high poverty rate and low student achievement face.

SAGE's Effect on Teaching and Learning

Smaller classes allow for changes in teachers' classroom practices that may help account for students' achievement gains in the highest-performing SAGE classrooms. Teachers in smaller classes spend more time teaching, provide students with more individual attention, and know more about the needs and interests of their students than do teachers in larger classes. The SAGE teachers in our study spent less time on classroom management and paperwork and more time on hands-on, individual-

SAGE mitigates the devastating effects of poor attendance that schools with a high poverty rate face.

ized activities. As a result, they had fewer discipline problems and, not surprisingly, reported higher levels of job satisfaction (Maier, Molnar, Percy, Smith, & Zahorik, 1997; Molnar, Smith, & Zahorik, 1998; Molnar, Smith, & Zahorik, 1999; Molnar, Smith, & Zahorik, 2000; Molnar et al., 2001). In general, the SAGE findings support what most people would consider common sense: Fewer students means more teacher attention for each student. More teacher attention translates into fewer students slipping between the cracks, more students getting personal help with their work, and better relationships developing between teachers and students. Teachers of small classes also have more time to communicate with parents, inform them of their children's performance, and engage them in supporting their children's learning.

The evidence that the SAGE program significantly increases student achievement is clear, consistent, and powerful. The program appears to promote effective teaching, mitigate the impact of poor attendance, and narrow the achievement gap between African Americans and whites. Whether such benefits as these are worth the cost of the program is not a question that we can answer. The answer will depend on the values and political priorities of policymakers. ■

Authors' note: For a complete version of the authors' latest research report on SAGE (*Class-Size Reduction in Wisconsin: A Fresh Look at the Data*), visit www.asu.edu/educ/eps/EPRL/documents/EPRL-0309-110-EPRU.doc.

The CTBS is a norm-referenced test that allows schools to compare their own students' achievement with the performance of comparable students nationwide. The TerraNova is an updated assess-

ment that also provides information on how a given school's students perform in relation to other U.S. students.

We selected this cohort for our analysis because the data available for this group are the most complete and powerful.

References

- Maier, P., Molnar, A., Percy, S., Smith, P., & Zahorik, J. (1997). *First-year results of the Student Achievement Guarantee in Education program*. Milwaukee, WI: Center for Urban Initiatives and Research, University of Wisconsin-Milwaukee.
- Molnar, A., Smith, P., & Zahorik, J. (1998). *1997-1998 Evaluation results of the Student Achievement Guarantee in Education (SAGE) program*. Milwaukee, WI: Center for Urban Initiatives and Research, University of Wisconsin-Milwaukee.
- Molnar, A., Smith, P., & Zahorik, J. (1999). *1998-1999 Evaluation results of the Student Achievement Guarantee in Education (SAGE) program*. Milwaukee, WI: Center for Urban Initiatives and Research, University of Wisconsin-Milwaukee.
- Molnar, A., Smith, P., & Zahorik, J. (2000). *1999-2000 Evaluation results of the Student Achievement Guarantee in Education (SAGE) program*. Milwaukee, WI: Center for Urban Initiatives and Research, University of Wisconsin-Milwaukee.
- Molnar, A., Smith, P., Zahorik, J., Halbach, A., Ehrle, K., Hoffman, L., & Cross, B. (2001). *2000-2001 Evaluation results of the Student Achievement Guarantee in Education (SAGE) program*. Milwaukee, WI: Center for Urban Initiatives and Research, University of Wisconsin-Milwaukee.
- Smith, P., Molnar, A., & Zahorik, J. (2003). *Class-size reduction in Wisconsin: A fresh look at the data*. Tempe, AZ: Education Policy Research Unit, Arizona State University.

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Department of Public Instruction SAGE Program summary:

- Kitty Rhoades sent you and Sue Jeskewitz a letter, requesting an audit of the Student Achievement Guarantee in Education (SAGE) program because she is concerned that:
 - o Although the law states that there must be a 15:1 student-teacher class ratio, DPI is allowing schools to exceed that ratio in non-core classes (by way of “informal agreements”),
 - o DPI admitted in a Journal Sentinel article that they don’t know how some schools are using their money.

- Milwaukee Journal Sentinel (run on March 19th) stated the following:
 - o Schools are struggling to enforce the 15:1 ratio,
 - o Milwaukee Public Schools receive a third of the \$96 million given to schools in 05-06- they received permission from the state to exceed the 15:1 ratio in their second and third grade classes,
 - o Money is cited as the problem- \$2,000 per student isn’t enough. This will be raised by \$250 per student in the next budget,
 - o Some school districts say that SAGE is costing too much money- they’re having to spend their own money to sustain smaller class sizes,
 - o One Milwaukee school had to cut SAGE in order to save art, music, and gym teachers and a guidance counselor.

- MJS ran a second article (on May 31st), stating:
 - o DPI plans to tighten control over schools that aren’t following the set class size ratios. They will start requiring a formal waiver from schools who want to exceed the 15:1 ratio,
 - o Tony Evers (DPI) quoted as saying that DPI would not approve larger class sizes with its new procedure.

- Kitty Rhoades sent out a press release (June 5th) saying the following:
 - o DPI didn’t give straight answers to her questions re: class sizes and why some schools got “informal agreements” to exceed these,
 - o DPI doesn’t know how \$98 million is being spent,
 - o Rep. Rhoades sent you and Rep. Jeskewitz a request for an audit.

- Tony Evers, DPI, sent a response to Kitty Rhoades:
 - o Enclosed current guidelines for implementation of SAGE (included),
 - o In addition to smaller classes, SAGE also requires community collaboration to ensure that students have services available,
 - o *DPI has determined that the intent of the law was to provide small class sizes in the core classes- reading and math,*
 - o The flexibility granted to low poverty schools reflects the intent of the law and acknowledges the different delivery systems used: block teaching, team teaching, part-time teachers,

- *DPI recognizes challenges faced by school districts, so has permitted small deviations from class size limits,*
 - *The overall student-teacher ratio is: 15.01:1 and most flexibility granted has not been via the formal waiver process, due to DPI's recognition of the needs of districts to employ different delivery methods,*
 - However, DPI has reviewed the process of all waivers and in the future will require school districts seeking flexibility to follow the SAGE guidelines,
 - No school district has received preferential treatment (like Rep. Rhoades suggested).
- Tony Evers responded to Rep. Meyer:
- 31 participating schools answered "no" to the 15:1 or 30:2 class size arrangements. Of those, 4 dropped out of SAGE, 14 have an average class size of 15 or 16, and the rest (with the exception of 2) indicated that additional staff persons were available for part of the day,
 - *DPI has not formally terminated any schools from the SAGE program for noncompliance, but many have left because they weren't able to implement the program.*
- Next steps:
- Pursue an audit?
 - Pursue legislation to prohibit waivers for schools to deviate from SAGE guidelines, or to change the SAGE guidelines to have more flexibility for class sizes for third grade? Amend law to give more options for how smaller class sizes are achieved, or to have the 15:1 ratio only for core classes (it sounds as if DPI interprets the law to read this way, but don't think it's clear)?



SAGE Program Guidelines

February 2006

This document is provided for the information of the schools and districts participating in the Student Achievement Guarantee in Education (SAGE) program and the general public. It uses a question and answer format to provide non-regulatory guidance for program implementation, interpretation of provisions in the law, and information about the department's administrative policies and procedures and the required program evaluation. *These guidelines will be amended as needed.* Send comments or suggestions to Janice Zmrazek at DPI (P.O. Box 7841, Madison, WI 53707-7841; phone, 608/266-2489; FAX, 608/264-9553; or e-mail, janice.zmrazek@dpi.state.wi.us).

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I. Eligibility

A. District Eligibility — The statutes (s. 118.43(2))(a)) provide that *The school board of any school district in which a school in the previous school year had an enrollment that was at least 50% low-income is eligible to participate in the program under this section, except that a school board is eligible to participate in the program under this section in the 2000-01 school year if in the 1998-99 school year a school in the school district had an enrollment that was at least 0% low-income.* The statutes (s. 118.43(2))(br)3) also require that *The school board, if eligible to participate in the program under this section in the 1996-97 and 1998-99 school years, had participated in the program during either school year.*

1. What does "low income" mean?

Low-income is the measure of poverty that is used by the school district under 20 USC 2723, which is the Title I law. This section of the federal law permits districts to choose among a number of indicators to identify children as low income for the purpose of determining the school's poverty rate under Title I – which was reauthorized as part of ESEA – the No Child Left Behind Act in 2002. Most school districts use eligibility for free and reduced price lunches as their poverty measure.

2. What if a school does not participate in Title I or the school lunch program?

A school accepted into the SAGE program must provide a count each fall of the number of low income pupils in the

SAGE grades. A school that does not have accurate information in the fall may provide its best estimate at that time and send in an accurate count when available.

3. Why are there two poverty thresholds (50% and 0%) in the law?

When the SAGE program was started in 1996-97 it was intended only for the schools and districts with the highest poverty rates. The 50% low-income threshold was effective at that time. The law was changed in October of 1999 to allow almost any school and district, regardless of poverty rate, to apply. The reference to a 0% poverty rate is the result of a corrective veto done to ensure that every school was eligible to apply in the 2000-01 school year.

B. School Eligibility -The statutes (s. 118.43(2))(br) provide that *In the 2000-01 school year, the school board of an eligible school district may enter into a 5-year achievement guarantee contract with the department on behalf of one or more schools in the school district if all of the following apply: 2. The school board is not receiving a grant under the preschool to grade 5 program on behalf of any of the schools under s. 115.45.; 4. None of the schools is a beneficiary of a contract under this section.*

1. What is the process for a school to join the SAGE program?

No new schools are being accepted into the program. The law provided for new applications to be taken only until the end of the 2000-01 school year.

2. What is the definition of a "school" for SAGE purposes?

A school is one of the individual educational units within a public school district reported to the DPI and listed in the Wisconsin School Directory. A school must exist (be reported to the DPI and assigned a school number) before it may submit a SAGE contract.

3. Can a charter school participate in SAGE?

Yes, if it was identified as part of a public school district in the Wisconsin School Directory, existed in the year before the contract began (1999-2000 for contracts that begin in 2000-01), and has any of the grades K-3. Non-district sponsored charter schools are not eligible to participate in SAGE.

4. Can a school stay in SAGE if it becomes a charter school during the term of the contract?

Yes, if continues to comply with all the SAGE requirements.

5. Is there any limit to the number of schools that a district can have in the SAGE program?

No.

6. Why are P-5 schools excluded?

The P-5 program already provides a specific amount of state aid for each child in grades PK-5 in certain high poverty schools in four urban districts. These districts agree to keep class sizes at 25 or less in these schools. SAGE and P-5 are two different approaches to improving achievement of primary grade pupils, and the legislature felt that a school should be in one program or the other, but not both.

7. Can a school transfer from the P-5 program to the SAGE program?

Yes, if the contract for that school includes a statement from the district that the school will be removed from the P-5 program before claiming SAGE aid.

8. What if a school contains only kindergarten, or only grades K-1, or only grade 3?

The intent of SAGE is to provide class sizes of 15:1 to children in grades K-3 so each group of students can have the benefit of small class sizes for at least four years. In most cases a single SAGE contract was requested for the building where the majority of the K-3 grades were housed and additional SAGE grades housed in another building are covered

under that contract. If a school with a SAGE contract houses pupils served under that contract in more than one building that information should be noted in every low income count form submitted in the fall and every year end program report.

9. Does a grade that is moved out of a SAGE school during the course of the SAGE contract remain part of the program?

It can at the discretion of the school/district.

10. What happens if the structure of a SAGE school changes over the term of the contract?

The Initial contract should have been based on the structure of school at the time the contract was developed. When the structure changes the contract can be transferred or amended to accommodate the new arrangement.

II. Contract Requirements

- A. Class Size** — In s.118.43(1)(a) class size is defined as ***the number of pupils assigned to a regular classroom teacher on the third Friday in September.***

1. What is a "regular" classroom teacher?

A regular classroom teacher is one with a license to teach in the grades covered by the SAGE program whose regular assignment is one of those grades. For the purposes of this determination, teachers whose primary assignments are art, music, physical education, or special education are not considered regular classroom teachers.

2. Can the district use SAGE money to hire teacher aides?

Yes, but only after the 15:1 classes have been provided with certified teachers. Aides do not count to help the district meet the 15:1 class size requirement.

3. How does the 15:1 class size apply to a kindergarten teacher who teaches one group of children in the morning and a different group in the afternoon?

A district operating a half-day kindergarten program may assign a total of 30 students (15 in a morning session and 15 in an afternoon session, for example) to a teacher in such a program so long as the teacher is not regularly required to provide instruction to more than 15 children at one time.

4. How does the 15:1 requirement apply to other teachers, such as art and music?

The 15:1 class size is not required to apply to "specialist" classes though districts are encouraged to ensure class sizes no larger than 15 for any of the teachers that work with pupils in the SAGE grades. Pupils in SAGE grades may continue to receive instruction and services from specialist teachers (art, music, and physical education, for example) in groups larger than 15. However, simply sending two SAGE classes of 15 to the specialist would conflict with the spirit of the law and is strongly discouraged. Districts may wish to consider creative arrangements, such as sending one and a half SAGE classes at a time for art or music, for example – to ensure that such classes are not inappropriately large, or providing aide assistance to these teachers if the size of their sections increases because of SAGE.

5. What happens if an "extra" child enrolls in the school after the third Friday count date?

Children may be added to the assignment of SAGE teachers to replace children who leave after the third-Friday count to maintain a 15:1 ratio. Children who enroll in school after the third Friday in September may be added to the assignment of SAGE teachers *only if no other reasonable option for placement of such children is available within the district.* Such options include transporting the child to a school where seats are available or hiring additional staff and creating new sections to accommodate newly enrolled pupils. A common sense approach, the intent of the law, and the best interests of the child should be considered if it becomes necessary to assign a child to a teacher that already has 15 pupils. Schools will be required to report any instance where a SAGE teacher becomes regularly responsible for providing instruction to more than 15 children at any time during the course of the school year and to plan to correct that situation the following year.

6. How should children with disabilities be counted in SAGE classrooms?

The department expects that children with disabilities will be included in SAGE classrooms in the same percentages and under the same conditions as they are currently included in the eligible schools and as they will be in the other classrooms in the school and district. The SAGE class-size requirements are not intended to replace or supersede any class-size guidelines that may apply to special education programs. Nor does participation in SAGE exempt the school from the requirements of the federal Individuals with Disabilities Education Act (IDEA). A child with a disability who is in a regular classroom for at least half of the school day should be included in the 15:1 class size determination. A special needs child who is in the regular classroom only for one subject a day, or only for limited periods of time during the week, may be there in addition to the 15 pupils regularly assigned if there is no other option available.

7. How many children with disabilities may be added on a part-time basis to a SAGE class that already has 15 pupils?

A strict interpretation of the SAGE law suggests that no such children should be added. A school that serves children with disabilities that are likely to be moved from a self contained classroom into the regular classrooms during the year should either start out the year with class sizes of less than 15 to allow for the possibility that such children may be moved in or create new class sections during the year to make room. If neither of these options is viable the number of children with disabilities added on a part-time basis to SAGE classrooms that already have 15 should be a collaborative decision of the regular and special education teacher and other relevant staff that takes into account the requirements of the IEP of each child, the best interests of the pupils in the regular program, and the ability of the regular teacher to ensure that all children in the class achieve the SAGE objectives and other identified academic goals. Other factors that might be considered include the nature of the disabilities of the children that are to be moved in, whether or not the children are accompanied by full- or part-time aides, whether special education teachers are also assigned to the classrooms to team teach, or special training or tools to be provided to the regular classroom teachers to enable them to work with the added children without reducing the attention and service they provide to the original group.

8. How can a district create additional sections for the SAGE grades when there is no space in the school?

Schools may arrange classrooms or assign staff and students in whatever way is necessary and appropriate, including having more than one teacher in a classroom, renting space offsite, or locating classrooms in community buildings. The department strongly encourages participating districts to consider all possible options, including modifications to the school day, year-around scheduling, sharing space with businesses or community organizations, team teaching, and multi-age, non-grade student groupings, to make the most efficient use of existing facilities. A state aid program to offset some of the debt service cost for a district that built or remodeled classrooms to accommodate the SAGE program was available to districts that had building referendums before June 30, 2001.

9. What if the school will not get enough SAGE aid to pay the salary and benefits for all the new teachers needed to reach the 15:1 class size?

The intent of the law is for a regular classroom teacher to have no more than 15 pupils to which to provide instruction in core subjects (reading, language arts, mathematics, science or other subjects that are considered the responsibility of the classroom teacher), no more than 15 papers to grade or projects to evaluate, no more than 15 grade or progress reports to prepare, and no more than 15 families with which to communicate. A school that does not get enough SAGE aid to pay for all the new teachers that might be needed is expected to reallocate existing resources or provide local matching funds to ensure that the class size requirement can be met. Federal ESEA funds under Title II A and Title V A can be used for class size reduction to supplement SAGE aid where necessary. Schools that may have started the program using part time teachers to provide class sizes of 15 for only part of the regular classroom day must act as quickly as possible to ensure full time teachers for all SAGE grades and class sections. Schools that began the program in 2000-01 will be expected to ensure 15:1 class sizes for all regular K-3 teachers no later than the beginning of the 2007-08 school year.

10. Can the district move SAGE aid from a school that has more money than is needed for new teachers, to another school where the aid is not quite enough?

No. The intent of the members of the task force, on whose recommendations the SAGE program is based, was that all aid be spent in the school that generated the money - for programs and services directly benefiting the students, staff members, and community around that school. A SAGE school with "extra" money can use that money to pay for activities

or services, such as professional development or after-school programming, which can be made available to students, families, and staff members from all the SAGE schools in the district.

11. Can an intern be used to help meet the SAGE class size requirements?

No.

B. Education and Human Services — The statutes (s. 118.43(3)(b)) require the board of each participating school to "keep the school open every day from early in the morning until late in the day, as specified in the contract" and to "collaborate with community organizations to make educational and recreational opportunities, as well as a variety of community and social services, available in the school to all school district residents."

1. How early is "early" and how late is "late"?

There are no specific requirements in the law regarding building hours. Each school will be asked to identify current hours in its contract and to plan for additional hours for next year and each subsequent year to the extent appropriate or necessary. The hours the building is used should be based on the needs of the students, their parents, and the community. A school that is already used extensively by the community before and after school hours does not necessarily have to add hours.

2. How can the district ensure the safety of the facility and people using the school during early or late hours?

The hours the building is available and the types of activities permitted should be realistic and practical given the needs and conditions in the community and the capacity of the building. Buildings need not be left open at times when appropriate security is not available. The district may charge fees, to the extent permitted by law, to cover security or other costs related to making the facility available to the community.

3. What kinds of activities have to be implemented?

There are no specific requirements regarding the activities or services that have to be provided. Each school will be asked to identify current activities and to plan for additional activities or services for next year and subsequent years, to the extent appropriate or necessary. A variety of activities and arrangements, based on the needs of the community, may be implemented to meet the intent of the law. Such arrangements might include making a pool, weight room, computer lab, or school library available to adults before or after the regular school day; keeping the building open beyond school hours for students to come in for music lessons or tutoring; providing breakfast or a supervised playground before the school day; making the building available for community education or recreational programs; inviting governmental bodies or community boards to hold meetings in the school cafeteria; or serving as a site for the WIC program, an immunization clinic, or social services outreach. School boards already have authority, under s.120.13 (14) of the state statutes, to provide before and after school day care or contract with private organizations to do so and can get information about such services from organizations such as the Wisconsin Child Care Improvement Project - <http://www.wccip.org/> - or the Wisconsin Child Care Resource and Referral (CCR&R) - <http://www.wisconsinccrr.org/>.

4. Do the activities and programs implemented for SAGE have to be limited to the children in the SAGE grades?

No. Ideally the needs of these children and their parents should be considered first, but programming in the school can be offered to any members of the school community.

5. Can SAGE aid be used to fund before and after school programs?

Yes, assuming that funds have already been used to ensure the 15:1 class sizes wherever necessary.

6. Can the activities provided to students and families in the SAGE school be offered at a different district building or in the facilities of a community organization?

Yes, if they are created and offered with the active collaboration of staff members or the parent/community group in the SAGE school with the district or community facility in which the activities will actually be located.

7. What if the SAGE school does not have rooms or space for family or community activities?

If a participating school has no space or facilities suitable for community use or suitable to meet the needs expressed by district residents, the contract requirement can be met through collaboration with other community organizations. Such collaboration might include locating a school-sponsored child care center in a private preschool nearby, securing space in a YMCA for after-school recreation or tutoring, or maintaining a parent resource center in a community center. The school district is not expected to acquire space or equipment solely to meet this requirement of the law.

8. Does the school have to conduct a needs assessment to determine which hours and what activities are to be implemented?

The law does not require a needs assessment. However conducting a needs assessment, or an asset-based survey that includes parents and other citizens, school staff members, and representatives of various community groups, is highly recommended if it has never been done. Schools may also use existing councils, parent advisory groups, community committees, the learning networks developed as a result of participation in the Village Partnership, and information prepared for other local improvement plans, such as those developed for the purposes of ESEA (the No Child Left Behind act), to determine how to make expanded use of the school building.

9. What types of parent involvement activities are required?

There are no specific requirements. Schools are encouraged to include learning opportunities for parents, two-way communication between home and school, ideas for learning at home, opportunities to volunteer in the school and the community, and an advocacy and decision-making role in the school for parents and community members among the activities used to meet this requirement.

C. Curriculum — The statutes (s. 118.43(3)(c)) require the board of each participating school to provide a rigorous academic curriculum designed to improve pupil achievement, review the curriculum to determine how well it promotes achievement, and, if necessary, outline changes needed to improve achievement. The statutes (s. 118.43 (3)(c)2) also require the board of each participating school to review the school's current curriculum in consultation with the department and with the participation of school staff and district residents

1. What is a "rigorous academic curriculum"?

A rigorous academic curriculum is one based on challenging content standards developed for reading, language arts and mathematics, which specifies what children are expected to know and be able to do related to those subjects, contains coherent and rigorous content, and encourages the teaching of advanced skills to all children. Ideally such a curriculum will reflect a balance of all areas of learning, be offered in an integrated manner and format, and reflect the holistic nature of learning; be presented in a way that provides for children to plan and select activities to support individual learning experiences, be engaged in active learning, and make use of each child's natural curiosity, abilities, interests, and culture; and incorporate teaching strategies and scheduling practices appropriate to the developmental stages of the children.

2. Does the curriculum requirement apply to the whole school?

No, only to the grades (K-3) covered by the SAGE program.

3. What type of review must the district conduct?

The contract of each school beginning participation in the SAGE program must include a description of any curriculum review or modification processes already underway in the school or district or planned for the next year. Each SAGE school will then be expected to annually review the degree to which pupils in the SAGE grades achieve the academic performance objectives identified by the school. If significant numbers of those children do not meet the objectives the department will expect the school and district to consider changes in the curriculum, along with other factors, as a way to improve achievement.

4. What is a challenging content standard?

District and school content standards should reflect and incorporate the state content standards wherever possible.

5. What type of consultation with the DPI is required?

The school or district may request consultation with the department regarding curriculum development. Such consultation, if requested, will be coordinated with the provision of technical assistance and support required of the department as part of other state and federal programs where appropriate or possible.

D. Staff Development and Accountability — *The law, under: s. 118.43(3)(d)1 requires the board of each participating school to develop a one-year program for all newly-hired employees that helps them make the transition from their previous employment or school to their current employment; s. 118.43(3)(d)2 requires the board of each participating school to provide time for employees to collaborate and plan; s. 118.43(3)(d)3 requires the school board of each participating school to require that each teacher and administrator submit to the board a professional development plan that focuses on how the individual will help improve pupil academic achievement, and requires that each plan include a method by which the individual will receive evaluations, from a variety of sources, on the success of his or her efforts; s. 118.43(3)(d)4 requires the board of each participating school to regularly review staff development plans to determine if they are effective in helping to improve pupil academic achievement; and s. 118.43(3)(d)5.f requires the board of each participating school to establish an evaluation process for professional staff members that identifies individual strengths and weaknesses, clearly describes areas in need of improvement, includes a support plan that provides opportunities to learn and improve, documents performance in accordance with the plan, allows professional staff members to comment on and contribute to revisions of the evaluation process, and provides for the dismissal of professional staff members whose failure to learn and improve has been documented over a two-year period.*

1. What does it mean to provide a transition program for new employees?

Such a program would typically include mentoring or coaching of new staff by experienced staff. Other components might be the use of peer support groups, and the provision of training to help new staff understand their jobs. A transition program also means orientation for new staff members to the mission, goals, and expectations of the district, school, and the SAGE program and the provision of information about the nature of the community in which the school is located and the ethnic and cultural heritage of the children enrolled in the school. Such programs or services must be provided to all new employees in the SAGE school, including administrative and support staff in addition to teachers, and apply to persons transferring into the school as well as persons entering their first job. This requirement is also included in PI-34.

2. How much planning time has to be provided?

The intent of the law is for the district to ensure common planning time on a daily basis for teachers and other professional staff who provide instruction and pupil services and at least monthly for all other groups of employees. Decisions about the scheduling of such time should involve all affected staff. Such time must be provided to all staff in the school. It is recommended that some time also be provided for all school planning, involving all staff, at least annually.

3. What is a professional development plan?

The intent of the law was that such plans be some type of written document prepared by each individual in collaboration with his/her supervisor. These plans should be focused on how staff members will be involved in the implementation of new content standards or curriculum and specifying what their roles will be in helping children in the SAGE grades achieve the identified performance objectives and other goals of the school and district. Ideally school and district administrators will provide assistance or training to staff members regarding the development of such plans; and parents and community members, as appropriate, as well as peers and supervisors, will participate in the evaluation of the success of the plans. Completion of the PDP plans required as part of PI 34 will satisfy this requirement.

4. What type of review is the district expected to do of its staff development programs?

The intent is for each SAGE school to annually review the degree to which pupils in the SAGE grades achieve the academic performance objectives identified in the contract. If significant numbers of those children do not meet the objectives the school and the district are expected to work together to consider changes in existing staff development

programs, along with other factors, as a way to improve achievement. Each staff person with a personal development plan is expected to make modifications to that plan to reflect changes in practices or additional training intended to ensure improved achievement by the pupils for which they are responsible.

5. Which staff members in the school are covered by the staff evaluation process requirements?

The requirement applies to all professional staff members including administrators, counselors, teachers, and other DPI-licensed staff who directly serve and regularly interact with children in the SAGE program, who are directly responsible for carrying out the requirements of the SAGE law or who are responsible for achieving the performance objectives contained in the SAGE contract. Ideally the evaluation process should be a collaborative effort between staff and supervisors should be based at least in part on the professional development plans.

6. What is the definition of dismissal?

Dismissal means removal of the administrator or teacher from the school for which an achievement guarantee contract has been developed. In a district with only one school, the board may allow for the transfer of the individual staff person to grades not included in the SAGE program, a middle or high school, or other duties not related to instruction or curriculum implementation. If an existing labor agreement does not address this provision or include a more stringent provision, or if the existing agreement prohibits such a procedure, the achievement guarantee contract for that school should be accompanied by an agreement or memorandum of understanding between the board and union that the terms of the SAGE program, rather than the existing collective bargaining agreement, apply to professional staff participating in the SAGE program.

7. Why does the SAGE law have so many requirements related to staff development and evaluation?

The intent of these provisions to ensure that the professional development programming in a school or district is clearly and directly linked to the academic achievement and other goals that the district has for student performance. Ideally the evaluation of **all** professional staff persons should include some consideration of the degree to which pupils in the SAGE classrooms achieve school, district and, as appropriate, state academic standards. If, over time, significant numbers of pupils in a particular classroom or in a particular school consistently do not meet the objectives the school and district should review staffing and instructional practices and other factors, and make specific plans for improvement. In such instances the professional development plans for professional staff members in these buildings should include steps these individuals will take, including additional training, to bring about improved achievement and should specify the support to be provided by the school and district.

IV. Other Contract Provisions

A. Description of Program Strategies — The law (s. 118.43(4)(a)) requires that each performance improvement contract include a description of how the school will implement the four program requirements under s. 118.43(3), including any alternative classroom arrangements used to meet the class-size requirement

1. Why does the SAGE contract ask for current year information, as well as plans for next year?

There will be no way for the SAGE school, or its community, or the state, to tell if the school has made progress toward its goals without information about what was in place before the program started. Plans for the future are also not be very meaningful without baseline data that describes current conditions.

B. Measures of Achievement — The law (s. 118.43(4)(b)) requires that each performance improvement contract include a description of the method the school district will use to evaluate the academic achievement of pupils enrolled in the school.

1. Which tests or methods does a district have to use?

The law does not require schools to use any particular tests or testing methods. The school/district should list currently used tests or the methods currently in place and any changes planned for next year. The department encourages districts to use ongoing, authentic measures integrated with instruction and learning and appropriate to the age of children being

assessed and recommends against the use of group-administered tests that rely heavily on reading for the assessment of skills other than reading. The department also recommends that any assessments used by the district be aligned with established content standards, the evaluation of achievement be based on performance standards, and the success in attaining the standards be described in terms of levels of proficiency.

2. Why does the SAGE law require a description of current testing methods?

The intent of the law was that each district would compare the achievement of pupils in the SAGE school with the achievement rates in non-SAGE schools in order to make its own determination of the effectiveness of the program.

C. Performance Objectives — *The law (s. 118.43(4)(c)) requires that each achievement guarantee contract include a description of the school's performance objectives for the academic achievement of its pupils and the means to be used to evaluate success in attaining the objectives. Performance objectives must also include: under s.118.43(4)(c)1, where applicable, improvement in the scores on the Wisconsin reading comprehension test (formerly the third grade reading test); under s.118.43(4)(c)2, the attainment of any educational goals adopted by the school board; under s.118.43(4)(c)3, professional development with the objective of improving pupil academic achievement; and under s.118.43(4)(c)4, methods by which the school involves pupils, parents or guardians of pupils and other school district residents in decisions affecting the school.*

1. What sorts of performance objectives are required for SAGE?

For the purpose of the SAGE contract performance objectives will consist of content, performance and proficiency standards in reading, language arts and mathematics established by the school/district for each grade covered by SAGE program.

- A content standard describes what a student will be expected to know and be able to do as a result of being enrolled in each grade covered by the SAGE program;
- A performance standard describes what the student will be asked to do to provide evidence that he/she has met each of the content standards;
- A proficiency standard is the level of achievement that is expected or required.

2. How many objectives have to be included in the contract?

No specific number is required. Each SAGE school should probably identify at least 2 to 5 objectives in each of the required subjects at each grade. The objectives identified for SAGE are not expected to reflect the complete academic program of the school, but should be a few key things that will help the pupils be proficient on the state tests once they get to third and fourth grade. A school may identify more objectives, and may also include objectives in other subjects or learning domains.

3. Which pupils have to be assessed?

All pupils in the SAGE grades, particularly those counted for the purpose of determining SAGE aid, should be included in all assessments conducted as part of the program unless the inclusion of such children is restricted or prohibited by law. Teachers that work primarily with pupils with disabilities or pupils who do not yet speak English should be part of the team that identifies the school's performance objectives to ensure that the objectives are structured to include such pupils to the extent appropriate. Separate objectives may be created for bilingual classrooms if speaking and writing English is a key learning goal that the school wants to highlight.

4. Won't any year-end assessment results be misleading in a school with a high mobility rate?

The proficiency standards can be written to focus on the pupils that have actually been in the school long enough to be realistically expected to learn what they need in order to achieve the objectives. The results each school has to report to the DPI at the end of each year will separate the performance of full year students from those that may have arrived only a few weeks before the assessment was done.

5. Why does the SAGE contract request information about the third grade reading comprehension test when the program will not actually serve that grade until the third year?

Each school is asked to begin tracking results on the Wisconsin Reading Comprehension Test (*third grade reading test - WRCT*) as soon as the contract begins in order to develop trend data and establish annual goals for improvement. This requirement only applies to schools that contain a third grade.

6. Why does the SAGE program care about the district's educational goals?

The SAGE program can be part of a comprehensive school improvement effort. Existing goals and objectives related to academic achievement or other research-based program strategies should be used as the basis for SAGE planning to the extent appropriate. The achievement of existing goals should be used as documentation of compliance with the SAGE requirements wherever possible. The school/district goals included in the contract should only be those that apply to the SAGE school. The school will be asked to report annually on the degree to which any school or district goals have been achieved. The school does not have to create new goals for this purpose if they don't already exist in district or school planning documents.

7. Why does each school have to have performance objectives for professional development?

The intent of this requirement is that professional development be provided in a way that is systematic, comprehensive, and clearly and directly linked to the academic achievement and other goals that the district has for its students. Each school will be asked to provide information on the number and type of existing district staff development programs intended to help teachers in the SAGE grades improve pupil achievement and the district's plans, if any, to implement or modify such programs.

8. How many people, and what type, have to be involved in decision-making for the SAGE school?

There are no specific requirements in the law. Site councils, parent/community advisory groups, and Village Partnership planning groups are some of the ways that schools may already be addressing this requirement. Each school will be asked to describe whatever methods are currently used to involve pupils, parents, and other district residents in decisions affecting the school. At the end of each year each school will be asked to report on changes and improvements to, or expansion of, the community decision-making process.

D. Waivers — The law (s. 118.43(4)(d)) requires that each achievement guarantee contract includes a description of any statute or rule that is waived if the waiver is related to the contract.

1. How can a school apply for a waiver related to SAGE?

The school board must write a letter to the state superintendent requesting a waiver. The request must specify the section of the law for which the waiver is being sought. Before requesting a waiver a school must hold a public hearing to take testimony on the waiver request. The letter to the state superintendent must also include a summary of the testimony from the hearing. The law describing the waiver process is s.118.38, Wisconsin statutes.

E. Compliance Monitoring — The statutes (s. 118.43(4)(e)) require that the contract for each participating school include a description of the means by which the department will monitor compliance with the terms of the contract.

1. How will compliance with the law be determined?

At the end of each year each SAGE school will be required to report on the achievement of its performance objectives and to complete a self report describing compliance with the four required program elements. Each school will also be asked to file an annual financial report indicating how the SAGE aid was spent. The department will use information from the annual reports, along with baseline information from the contract, to determine changes made and progress that the school is making toward full compliance. The department may also assign staff members to make site visits, interview district staff, and review district records for the purposes of the SAGE evaluation or in conjunction with other monitoring or technical assistance activities and may use, in its monitoring role, non-confidential information from reports compiled by project evaluators or data gathered for evaluation purposes.

V. Annual Contract Review

A. Noncompliance — *The law (s. 118.43(5)(b)) provides that Annually by June 30 through the 2003-04 school year, a committee consisting of the state superintendent, the chairpersons of the education committees in the senate and assembly and the individual chiefly responsible for the evaluation under sub. (7) shall review the progress made by each school for which an achievement guarantee contract has been entered into. The committee may recommend to the department that the department terminate a contract if the committee determines that the school board has violated the contract or if the school has made insufficient progress toward achieving its performance objectives under sub. (4) (c). The department may terminate the contract if it agrees with the committee's recommendation.*

1. What information will be used to determine compliance with the law?

Compliance with the program requirements of the SAGE law includes:

- maintaining required class sizes;
- ensuring that the school building is open to the community and serves as a center for educational and human services;
- implementing changes in the curriculum to ensure high levels of achievement for all students;
- ensuring that professional development and staff evaluation requirements are carried out;
- providing all data and information required for purposes of the program evaluation.

The department will use enrollment, staff, and other data it routinely collects, and the information from the annual self-report filed by each school, to determine the extent to which the school is complying with the law. The department may also use site visits, interviews with staff, or review of documents or materials maintained at the school to make a determination about contract termination.

2. What information will be used to determine progress toward attaining the identified performance objectives?

Progress toward achieving performance objectives will be determined by:

- the degree to which the identified academic performance objectives are attained each year,
- the degree to which school and district academic achievement goals are attained over time,
- improvements on the school's scores on state assessments such as the Wisconsin Reading Comprehension Test and the 4th grade WSAS tests, when the SAGE students reach those grades.

3. How will a school know if its contract is being recommended for termination?

Any reports produced by the DPI that describe the extent to which the program requirements have been implemented, or the extent to which the performance objectives have been achieved, will be provided in draft form to each school prior to publication or use. The school will have the opportunity to comment on the report or provide corrections or more accurate information if it exists. The school and district will be notified of a recommendation to terminate before the committee discusses that recommendation. If the department makes a determination to terminate a contract based on the recommendations of the committee notice will be provided to the district no later than July 30 of the school year after which the determination is made.

VI. State Aid

A. SAGE aid is appropriated under s.20.255(2)(cu) and s.20.255(2)(c); SAGE aid for debt service is appropriated under s.20.255(2)(cs).

1. How much money is available for the SAGE program?

The initial appropriation for aid to schools in 1996-97 was \$4.5 M and funded 30 schools. In 1999-2000 the state appropriated a total of \$18.5 M to fund 78 schools. The SAGE aid amount since 2002-03 has been \$95 M annually

2. What guarantee is there that the state will fully fund all the school contracts for the full five years?

There is no "guarantee" because any legislature can change existing laws, and no legislature can appropriate funds more than two years into the future. However, the success of the SAGE program to date has resulted three major expansions of the program since it began in 1996-97. There should be no reason for the state to reduce its commitment to the program if the results continue to be as positive as they have been to date.

3. What happens after the 5-year contract ends?

The SAGE law was revised in the 2001-03 budget bill to allow the DPI to renew SAGE contracts for additional 5-year periods.

4. How does the SAGE debt aid program work?

A new categorical aid was created in the 1999 state biennial budget to provide assistance to school districts participating in the SAGE program that incurred debt associated with SAGE building projects. The aid was first available during the 2000-01 year to school districts that passed referendums that included projects to accommodate the SAGE program. The aid is 20% of the annual debt service payments associated with the SAGE portion of the total bonds issued.

5. Can a district receiving SAGE debt service aid continue to claim that aid if the school for which the aid is claimed drops out of the SAGE program?

No. Administrative Rule (PI24) directs that aid for debt service ends if the school drops out of SAGE.

B. Aid Calculation — The statutes (s. 118.43(6)) provide for SAGE aid payments calculated in the following way: In the 2003-04 and 2004-05 school years, \$2,000 multiplied by the number of low-income pupils enrolled in grades eligible for funding in each school in the school district covered by contracts under sub. (3)(ar).

1. Which grades are eligible for funding?

Kindergarten and first grade in the first year of the contract; kindergarten, first, and second grades in the second year; and K-3 in the third and subsequent years.

2. Which pupils can be counted for SAGE aid purposes?

All low-income pupils enrolled in the grades eligible for funding that spend at least half of their time in the regular classroom or that are subject to the performance objectives identified by the school can be counted. All such low income pupils reported as enrolled in the school on the DPI fall enrollment report (PI 1290), may be counted, even if they receive instruction in a different building due to lack of classroom space.

3. Does the count include pupils who are in the school through the Public School Open Enrollment program?

Yes. All low income pupils enrolled in the SAGE grades (K-3) in the school with a SAGE contract can be counted, regardless of their district of residence.

4. How is aid calculated for kindergarten pupils?

For purposes of the SAGE program, kindergarten means five-year-old kindergarten only. Aid for each low-income pupil will be paid based on the percent that the kindergarten is of an all day, every day program. A low-income child in a half-day kindergarten will generate \$1000; a pupil in a 60% program (usually 3 days per week), \$1200; in an 80% program (usually 4 days per week), \$1600; and \$2000 for each pupil in a full-time program.

5. What year's data will be used to calculate SAGE aid?

Aid will be calculated and paid on a current-year basis. Schools will be required to report enrollment and low income count data as of the third Friday in September and the annual aid amount will be calculated from that information.

6. When will aid be paid?

Aid will be paid to districts in three installments in November, February, and June, upon receipt by the department of program information, data, and other reports or documents required of each school and district as a condition of the contract.

7. How is SAGE aid counted with regard to the revenue limits?

SAGE aid is a categorical aid, similar to transportation or school lunch aid and is outside the revenue limits.

8. How does SAGE interact with bilingual programs?

There should be no conflicts between the SAGE requirements and bilingual education programs. All students in the grades served by SAGE (K-3) should have 15:1 classes at least when core subjects are being taught, regardless of the language being used in the classroom. School districts may claim bilingual-bicultural aid for staff members that serve the children in SAGE grades or team-teach in SAGE classrooms if required aid-eligible bilingual services are being provided by those staff members.

C. Aid Per Pupil — The statutes provide that, from the 2000-01 to 2004-05 school years the department shall pay SAGE aid in the amount of \$2,000 multiplied by the number of low-income pupils enrolled in grades eligible for funding in each school in the school district covered by contracts. The statutes (s.118.43(6)(c)) also provide that the amount paid to a school district in any school year may not exceed an amount equal to \$2,000 multiplied by the number of low income pupils enrolled in grades eligible for funding in each school in the district covered by SAGE contracts.

1. Is there a guarantee that SAGE aid will always be \$2000 per pupil?

No. The original SAGE law said that SAGE aid could not exceed \$2000 per low-income pupil, but it could have been less. Current law says that aid must be \$2000 per low-income pupil but cannot exceed that amount. Aid could be prorated to provide less than \$2000 if school enrollments or low-income totals during any year are significantly higher than the information used for the aid estimates or the legislature does not provide enough aid to ensure full funding of this amount.

D. Use of Aid — The statutes (s.118.43(6)(d)) specify that a school board shall use the aid provided for this program to satisfy the terms of the contract.

1. What kind of financial accountability is required for SAGE funds?

The district will be asked to file a report at the end of each year describing how the aid was used in each school to meet the intent of the law. These reports will be due annually on September 1. For DPI annual and budget report purposes, SAGE aid should be accounted for in Fund 10, Source 650, and Project 332.

2. Can SAGE aid be used for capitol purchases?

Yes, if the expenditure is described in the contract or annual update, is necessary to allow the program to be implemented as required in law, and is directly related to one or more of the program requirements or the achievement of the academic performance objectives identified in the contract. Districts that use any of the SAGE aids for this purpose will be asked to include a narrative justification with the annual financial report requested at the end of each program year.

3. Can SAGE aid be used for administrative costs?

Yes, if the expenditure is described in the contract or annual update and is directly related to one or more of the program requirements. Districts will be asked to describe in a year-end financial report any administrative costs paid with SAGE aid and to include a list of any non-instructional staff members whose salaries were paid in whole or in part with SAGE aid.

4. Can SAGE aid be carried over from one fiscal year to the next?

Yes. All SAGE aid due to a school will be paid to the district on behalf of that school in the school year when the calculation was made. Districts will be asked to identify any funds carried over on a year-end fiscal report and to indicate when carried-over funds will be spent and for what purpose. All SAGE aid, including carried-over funds, must be used to satisfy the terms of the contract.

D. Termination of Payments — The statutes (s.118.43(6)(e)) provide that the department shall cease payments if the school board withdraws from the contract before the expiration of the contract.

1. Does a school have to stay in SAGE for 5 years?

No. A school/district may withdraw from the contract at any time. The department will ask that any district intending to withdraw from an achievement guarantee contract provide at least 60 days notice, and that any district intending to end its participation after any school year provide notice of such intent no later than June 30 of that year. Aid will be prorated if necessary for any school withdrawing from participation before the end of a school year.

VII. Evaluation

A. Program Evaluation — The statutes (s.118.43(7)) require the department to arrange for the evaluation of the SAGE program.

1. Will outside evaluators come into our school?

The original 30 schools that started SAGE in 1996-97 are part of a formal program evaluation. These schools, and a group of 16 comparison schools in SAGE districts, are occasionally visited by research staff persons that conduct structured observations or conduct formal interviews. Schools that started SAGE in 1998-99 or 2000-01 are not subject to this evaluation. The contract for every SAGE school does include an assurance that the school will provide access to its building, students, and staff members for the purpose of the required evaluation, in case an expansion of that evaluation becomes necessary or possible.

2. Does a school in SAGE have to use particular tests or assessment procedures? REVISED

The original 30 SAGE schools and the comparison schools that were part of the UWM evaluation between 1996 and 2001 were required to administer specific tests according to timelines established by the research team. Schools that started SAGE after 1997 were not subject to this requirement.

3. Can a school that was a comparison school for the SAGE evaluation join SAGE?

Yes. Most of the original 16 comparison schools joined SAGE when the program was expanded in 1998 or 2000.

B. Data Collection — The statutes (s.115.30(2)) authorize the department to collect information about schools and students.

1. What types of student data does a SAGE school have to collect and report?

Schools participating in the SAGE program will be required to collect, maintain, and report student demographic and family income data and academic achievement information to document achievement of objectives. Any student-level or

individually identifiable data collected by the DPI or its agents for the purposes of the program will be maintained in accordance with the confidentiality provisions in state and federal law.

2. What types of program data does a SAGE school have to collect and report?

Schools will be required to provide information necessary for calculation of aid and for the purposes of the required DPI compliance review and the required program evaluation.

C. Contract Renewal — The statutes (s.118.43(2)(g) allow the department to renew an achievement guarantee contract for one or more terms of 5 school years.

1. What process will be used for contract renewal?

In the spring of the final year of the contract schools will be given information regarding the renewal process. The process used for renewals before 2004 included a statement of intent by the district; assurance that the requirements of the law will continue to be observed, and acknowledgement by the principal, K-3 teachers, and authorized union representative for the district that staff members of the school were informed of the renewal application and involved in the planning process. Additional information was requested if the school did not show academic progress during the term of the current contract.

2. Can a SAGE contract be moved from one school to another? REVISED

Transfer of contracts has been allowed when SAGE schools have been closed, consolidated, or moved to new buildings to ensure the benefits of the program could follow the students to their new location.

- Within the term of a five-year SAGE contract the contract may be moved by the district from an existing school to a different school more in need of the program only with the consent of the recognized representatives of both the staff and parents of the school giving up the contract.
- At the end of a five-year contract the district board may transfer a SAGE contract from one school to another. All the SAGE requirements will immediately apply to the school to which the contract is transferred.

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Average Class Size Ratios for Schools with arrangements other than 15:1 or 30:2
Sorted by District
(schools no longer in SAGE in 2005-06 were deleted)

District	School	Ave CS 2004-05	PovRt2006
Amery	Lien El	18.16	32.95%
Antigo	Spring Valley El	13.83	40.40%
Baldwin-Woodville Area	Greenfield El	18.87	16.43%
Barneveld	Barneveld El	15.50	9.14%
Belmont Community	Belmont El	15.17	19.76%
Benton	Benton El	14.00	35.33%
Chippewa Falls Area	Hillcrest El	18.00	27.49%
Dodgeville	Dodgeville El	18.73	21.67%
Dodgeville	Ridgeway El	16.25	27.49%
Eau Claire Area	Roosevelt El	15.05	35.92%
Fennimore Community	Fennimore El	15.42	26.15%
Galesville-Etrick-Trempealeau	Etrick El	17.33	27.08%
Goodman-Armstrong	Goodman-Armstrong El	6.75	50.00%
Hartford J1	Lincoln El	15.61	25.54%
Independence	Independence El	17.20	25.37%
Kenosha	Wilson/Marva Collins El	13.75	91.85%
Phillips	Catawba	11.98	48.60%
Prairie Farm	Prairie Farm El	16.61	45.77%
Pulaski Community	Fairview El	14.80	27.73%
Pulaski Community	Glenbrook El	17.24	24.90%
Reedsburg	South El	15.00	34.48%
River Falls	Greenwood El	18.86	16.16%
River Falls	Rocky Branch El	16.82	23.32%
River Falls	Westside El	19.42	16.44%
Stevens Point Area	Kennedy El	15.17	29.12%
Verona Area	Core Knowledge Charter Sch	18.45	13.87%
Wisconsin Rapids	Washington El	15.50	25.71%

Table 1 - Response to Question 1
 Average Class Size Ratios for Schools with arrangements other than 15:1 or 30:2

Sorted by Average Class Size
 (schools no longer in SAGE in 2005-06 were deleted)

District	School	Ave CS 2004-05	PovRt2006
Goodman-Armstrong	Goodman-Armstrong EI	6.75	50.00%
Phillips	Catawba	11.98	48.60%
Kenosha	Wilson/Marva Collins EI	13.75	91.85%
Antigo	Spring Valley EI	13.83	40.40%
Benton	Benton EI	14.00	35.33%
Pulaski Community	Fairview EI	14.80	27.73%
Reedsburg	South EI	15.00	34.48%
Eau Claire Area	Roosevelt EI	15.05	35.92%
Belmont Community	Belmont EI	15.17	19.76%
Stevens Point Area	Kennedy EI	15.17	29.12%
Fennimore Community	Fennimore EI	15.42	26.15%
Barneveld	Barneveld EI	15.50	9.14%
Wisconsin Rapids	Washington EI	15.50	25.71%
Hartford J1	Lincoln EI	15.61	25.54%
Dodgeville	Ridgeway EI	16.25	27.49%
Prairie Farm	Prairie Farm EI	16.61	45.77%
River Falls	Rocky Branch EI	16.82	23.32%
Independence	Independence EI	17.20	25.37%
Pulaski Community	Glenbrook EI	17.24	24.90%
Galesville-Ettrick-Trempealeau	Ettrick EI	17.33	27.08%
Chippewa Falls Area	Hillcrest EI	18.00	27.49%
Amery	Lien EI	18.16	32.95%
Verona Area	Core Knowledge Charter Sch	18.45	13.87%
Dodgeville	Dodgeville EI	18.73	21.67%
River Falls	Greenwood EI	18.86	16.16%
Baldwin-Woodville Area	Greenfield EI	18.87	16.43%
River Falls	Westside EI	19.42	16.44%

Background Information/Identified Schools

District	School	PovRt2006	Ave CS 02-03	Ave CS 03-04	Ave CS 04-05	Use 15:1	Use 30:2	Additional Teacher Provided
Amery	Lien El	32.95%	17.00	16.67	18.16	no	no	no
Antigo	Spring Valley El	40.40%	10.38	13.66	13.83	no	no	yes
Baldwin-Woodville Area	Greenfield El	16.43%	18.50	18.86	18.87	no	no	no
Barneveld	Barneveld El	9.14%	14.29	18.50	15.50	no	no	no
Belmont Community	Belmont El	19.76%	10.71	12.83	15.17	no	no	yes
Benton	Benton El	35.33%	12.60	14.60	14.00	no	no	yes
Chippewa Falls Area	Hillcrest El	27.49%	18.33	17.42	18.00	no	no	no
Dodgeville	Dodgeville El	21.67%	17.73	18.93	18.73	no	no	yes
Dodgeville	Ridgeway El	27.49%	13.50	14.25	16.25	no	no	yes
Eau Claire Area	Roosevelt El	35.92%	19.75	15.80	15.05	no	no	yes
Fennimore Community	Fennimore El	26.15%	14.14	16.08	15.42	no	no	yes
Galesville-Ettrick-Trempealeau	Ettrick El	27.08%	18.67	18.67	17.33	no	no	no
Goodman-Armstrong	Goodman-Armstrong El	50.00%	12.25	10.75	6.75	no	no	yes
Hartford J1	Lincoln El	25.54%	17.75	18.45	15.61	no	no	no
Independence	Independence El	25.37%	13.40	18.64	17.20	no	no	no
Kenosha	Wilson/Marva Collins El	91.85%	13.08	13.82	13.75	no	no	no
Phillips	Catawba	48.60%	11.00	13.12	11.98	no	no	yes
Prairie Farm	Prairie Farm El	45.77%	11.25	18.20	16.61	no	no	yes
Pulaski Community	Fairview El	27.73%	14.33	14.17	14.80	no	no	yes
Pulaski Community	Glenbrook El	24.90%	15.29	16.17	17.24	no	no	yes
Reedsburg	South El	34.48%	12.17	15.60	15.00	no	no	yes
River Falls	Greenwood El	16.16%	21.45	19.32	18.86	no	no	yes
River Falls	Rocky Branch El	23.32%	17.21	18.12	16.82	no	no	yes
River Falls	Westside El	16.44%	17.63	19.09	19.42	no	no	yes
Stevens Point Area	Kennedy El	29.12%	14.75	14.50	15.17	no	no	yes
Verona Area	Core Knowledge Charter Sch	13.87%	19.25	19.88	18.45	no	no	no
Wisconsin Rapids	Washington El	25.71%	21.13	16.00	15.50	no	no	yes