

Monday, January 10, 2022 Board of Education Meeting

APPLETON AREA SCHOOL DISTRICT BOARD OF EDUCATION MEETING

Time: 4:30 PM

(or upon conclusion of the Board Work Session, whichever is later)

The Board of Education will be meeting in the Scullen Leadership Center, 131 E. Washington Street, Suite 1A. Some individuals will be joining via zoom and the meeting will be livestreamed on YouTube. In-person public attendance (other than registered on-site public input) is suspended until further notice. **Limited registration is available for on-site public input (additional information can be found on the District's website).** Members of the media or general public may access the meeting via the live stream broadcast on the Appleton Area School District YouTube Channel: https://www.youtube.com/channel/UCHo-l09YGgt4uKnCWYvt8Pw.

For remote attendance via telephone, please dial: 1-312-626-6799 Meeting ID: 965 2502 2901

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in the agenda. Members of the public wishing to address the Board may speak during public input or provide written comments in accordance with the procedures posted on the District's website

(http://www.aasd.k12.wi.us/district/board_of_education/public_input) and state law. The Wisconsin Open Meetings Law allows only brief discussion of topics that are not listed on the agenda. Therefore, the Board may not be able to fully address comments made during public input. When appropriate the Board may request the administration to reach out to a citizen regarding a concern they may have.

Any special needs or any requests for accommodations related to accessing the meeting should be sent to Clara Kopplinger, at kopplingerclar@aasd.k12.wi.us or (920) 832-6126, at least 24-hours in advance of the meeting. This would include any person for whom it would be burdensome or infeasible to use the primary method(s) of remote access established by the District.

1. Meeting Opening

Subject A. Roll Call

Meeting Jan 10, 2022 - Board of Education Meeting

Category 1. Meeting Opening

Type Procedural

Subject B. Pledge of Allegiance

Meeting Jan 10, 2022 - Board of Education Meeting

Category 1. Meeting Opening

Type Procedural

2. Approval of Agenda (GC-2: Governing Commitments)

Subject A. Board Member Request to Remove Consent Agenda Items(s) for Separate

Consideration

Meeting Jan 10, 2022 - Board of Education Meeting

Category 2. Approval of Agenda (GC-2: Governing Commitments)

Type Procedural

Subject B. Approval of Agenda

Meeting Jan 10, 2022 - Board of Education Meeting

Category 2. Approval of Agenda (GC-2: Governing Commitments)

Type Action, Procedural

3. Closed Session

Subject A. Motion to go into Closed Session

Meeting Jan 10, 2022 - Board of Education Meeting

Category 3. Closed Session

Type Action, Discussion

Subject B. Wisconsin State Statute 19.85 (1)(e) Deliberating or negotiating the purchasing

of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, for the purpose of discussing a potential purchase of real estate.

Meeting Jan 10, 2022 - Board of Education Meeting

Category 3. Closed Session

Type Discussion, Information

Subject C. Wisconsin State Statute 19.85 (1)(c) Considering employment, promotion,

compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, for the purpose

of discussing internal staff planning.

Meeting Jan 10, 2022 - Board of Education Meeting

Category 3. Closed Session

Type Discussion, Information

Subject D. Motion to return to Open Session

Meeting Jan 10, 2022 - Board of Education Meeting

Category 3. Closed Session

Type Action, Procedural

4. Possible Recess / Reconvene at 6:00 PM

Subject A. **PLEASE NOTE** The regular open session business portion of the meeting will

begin at 6:00 PM or upon the conclusion of the closed session, whichever is later. If the closed session concludes prior to 6:00 PM, the Board will recess until 6:00 PM.

Meeting Jan 10, 2022 - Board of Education Meeting

Category 4. Possible Recess / Reconvene at 6:00 PM

Type

5. Superintendent Search and Selection

Subject A. Review of Focus Group and Survey Information and Presentation of

Superintendent Profile - for Discussion

Meeting Jan 10, 2022 - Board of Education Meeting

Category 5. Superintendent Search and Selection

Type Discussion, Information

Subject B. WASB Contract Extension and Next Steps - for Discussion/Possible Action

Meeting Jan 10, 2022 - Board of Education Meeting

Category 5. Superintendent Search and Selection

Type Action, Discussion

6. Special Presentation

Subject A. Drawing of Lots for Ballot Order for the February 15, 2022 AASD School Board

Member Primary Election

Meeting Jan 10, 2022 - Board of Education Meeting

Category 6. Special Presentation

Type Procedural

Names of School Board Candidates will be drawn to determine the ballot order for the February 15, 2022 AASD School Board Member Primary Election.

Following the Ballot-Eligibility Deadline of 5:00 p.m. on Tuesday, January 4, 2022, the following candidates have qualified and will appear on the ballot for the AASD School Board Primary Election (listed by order received):

- 1. Nick Ross
- 2. Andrea Klitzke
- 3. James Bacon (incumbent)
- 4. Dave Moscinski
- 5. Pheng Thao
- 6. Deb Truyman (incumbent)
- 7. Jim Bowman (incumbent)
- 8. Jason Kolpack
- 9. Mike Schinke

A school board shall require a primary election if there are more than twice as many candidates as there are members to be elected. The Appleton Area School District will require a primary election, to be held in conjunction with the spring primary, on Tuesday, February 15, 2022, to narrow the field of candidates to eight (8) for the April 5, 2022 spring election.

Subject B. Student School Board Representative Report: Sulia Chang, West High School

Meeting Jan 10, 2022 - Board of Education Meeting

Category 6. Special Presentation

Type Information, Recognition

Student School Board Representative Sulia Chang will provide updates from West High School.

Subject C. Fine Arts Spotlight: Elementary Board Room Student Artwork

Meeting Jan 10, 2022 - Board of Education Meeting

Category 6. Special Presentation

Type Presentation, Recognition

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Subject D. Staff Spotlight: Wisconsin Adult School Crossing Guard Recognition Week

Meeting Jan 10, 2022 - Board of Education Meeting

Category 6. Special Presentation

Type Information, Presentation, Recognition

7. Public Input (GC-3.3: Initiate and maintain effective communication with the citizens.)

Subject A. Public Input

Meeting Jan 10, 2022 - Board of Education Meeting

Category 7. Public Input (GC-3.3: Initiate and maintain effective communication with the citizens.)

Type Procedural

Public Input:

Members of the public wishing to address the Board may speak during public input or provide written comments in accordance with the procedures posted on the District's website and state law. The Wisconsin Open Meetings Law requires that Board of Education members do not discuss topics or respond to questions that are not listed on the agenda. The practice of the Board is to not respond to public comments during the meeting; however, when appropriate the Board may request the administration to reach out to a citizen regarding a concern they may have. Speakers will be bound by the guidelines and responsibilities outlined on the District's website and established in policy. The Board reserves the right to terminate remarks of any individual who does not adhere to established rules, whose comments are unduly repetitive of previous comments, who makes comments that are obscene, threatening, harassing, or defamatory, or whose conduct is otherwise disorderly. Comments that introduce complaints or concerns that are directed toward and that identify individual staff members or individual students are not permissible.

The Board reserves the right to amend and adjust processes and procedures relating to public input as necessary to accomplish the business of the Board, which includes the ability of the Board to limit (in a viewpoint-neutral manner) the total time allotted for public input or the amount of time allotted to individual topics.

Policy References:

Board Policy and Rule 187 - Public Input at School Board and Board Subcommittee Meetings Board Policy 189 - Virtual Board Meetings in Emergency Situations

Subject B. On-site Speakers (Registration Required)

Meeting Jan 10, 2022 - Board of Education Meeting

Category 7. Public Input (GC-3.3: Initiate and maintain effective communication with the citizens.)

Type Procedural

Individuals wishing to provide on-site public input are required to register in advance during the registration window. Registrations will be accepted beginning at 9:00 AM on the Friday before the meeting and closing at 12:00 PM on the Monday of. For additional information or to register, please visit our website at http://www.aasd.k12.wi.us/district/board_of_education/public_input.

Subject C. Virtual Speakers (Registration Required)

Meeting Jan 10, 2022 - Board of Education Meeting

Category 7. Public Input (GC-3.3: Initiate and maintain effective communication with the citizens.)

Type Procedural

Individuals wishing to provide virtual public input are required to register in advance during the registration window. Registrations will be accepted beginning at 9:00 AM on the Friday before the meeting and closing at 12:00 PM on the Monday of. For additional information or to register, please visit our website at http://www.aasd.k12.wi.us/district/board_of_education/public_input.

Subject D. Written Comments (Posted as Attachment)

Meeting Jan 10, 2022 - Board of Education Meeting

Category 7. Public Input (GC-3.3: Initiate and maintain effective communication with the citizens.)

Type Procedural

Written comments submitted as public input will not be read aloud during the meeting; rather, they will be shared publicly as a BoardDocs attachment prior to the meeting start time. Individuals wishing to provide written public input should submit their comments via the form available on the website. The comment form is available beginning at 9:00 AM on the Friday before the meeting and closing at 12:00 PM on the Monday of. Written comments received via email or outside of the comment window will still be shared with the Board; however, they may not be included in the published comments. For additional information or to submit your comments, please visit our website at http://www.aasd.k12.wi.us/district/board_of_education/public_input.

8. Board Development (GC-2.2: The Board will assure that its members are provided with training and professional support necessary to govern effectively.)

SubjectA. NoneMeetingJan 10, 2022 - Board of Education MeetingCategory8. Board Development (GC-2.2: The Board will assure that its members are provided with training and professional support necessary to govern effectively.)TypeDiscussion, Information, Presentation

9. Information for Board Decision Preparation (OE-8.4: Assure that the Board has adequate information from a variety of internal and external viewpoints to assure informed Board decisions.)

Subject A. Business Services Update(s): AP Check Register November and December 2021;

Grants 2021-2022

Meeting Jan 10, 2022 - Board of Education Meeting

Category 9. Information for Board Decision Preparation (OE-8.4: Assure that the Board has adequate

information from a variety of internal and external viewpoints to assure informed Board

decisions.)

Type Discussion, Information, Report

Chief Financial Officer Greg Hartjes will update the Board on Business Services items for consideration.

Subject B. School Services Update(s): WCA Charter School Contract

Meeting Jan 10, 2022 - Board of Education Meeting

Category 9. Information for Board Decision Preparation (OE-8.4: Assure that the Board has adequate

information from a variety of internal and external viewpoints to assure informed Board

decisions.)

Type Discussion, Information, Report

File Attachments

Item for Consideration _ Wisconsin Connections Academy Charter Contract Renewal.pdf (140 KB)

Wisconsin Connections Academy Charter Contract 2022-2027.pdf (717 KB)

Subject C. Personnel Services Update(s): Professional Educator New Hires(s), Contract

Change(s), Resignation(s); Internship(s)

Meeting Jan 10, 2022 - Board of Education Meeting

Category 9. Information for Board Decision Preparation (OE-8.4: Assure that the Board has adequate

information from a variety of internal and external viewpoints to assure informed Board

decisions.)

Type Discussion, Information, Report

Chief Human Resources Officer Julie King will update the Board on Personnel Services items for consideration.

10. Board's Consent Agenda (GC-2.4: The Board will use a consent agenda as a means to expedite the disposition of routine matters and dispose of other items of business it chooses not to discuss.)

Subject A. Board Meeting Minutes from December 13, 2021

Meeting Jan 10, 2022 - Board of Education Meeting

Category 10. Board's Consent Agenda (GC-2.4: The Board will use a consent agenda as a means to

expedite the disposition of routine matters and dispose of other items of business it chooses

not to discuss.)

Type Action, Minutes

Minutes aren't official until they are approved at the Board meeting.

Subject B. Expulsion Hearing Minutes from December 14, 2021 - Student A

Meeting Jan 10, 2022 - Board of Education Meeting

Category 10. Board's Consent Agenda (GC-2.4: The Board will use a consent agenda as a means to

expedite the disposition of routine matters and dispose of other items of business it chooses

not to discuss.)

Type Action

Subject C. Expulsion Hearing Minutes from December 14, 2021 - Student B

Meeting Jan 10, 2022 - Board of Education Meeting

Category 10. Board's Consent Agenda (GC-2.4: The Board will use a consent agenda as a means to

expedite the disposition of routine matters and dispose of other items of business it chooses

not to discuss.)

Type Action

Subject D. R-2.1.4 Civics and Social Studies - Interpretation and Indicators - Final Draft for

Consideration

Meeting Jan 10, 2022 - Board of Education Meeting

Category 10. Board's Consent Agenda (GC-2.4: The Board will use a consent agenda as a means to

expedite the disposition of routine matters and dispose of other items of business it chooses

not to discuss.)

Type Action, Discussion

File Attachments

AASD R-2.1.4 Civics & Social Studies - FINAL.pdf (118 KB)

Subject E. R-2.1.5 Health and Human Performance - Interpretation and Indicators - Final

Draft for Consideration

Meeting Jan 10, 2022 - Board of Education Meeting

Category 10. Board's Consent Agenda (GC-2.4: The Board will use a consent agenda as a means to

expedite the disposition of routine matters and dispose of other items of business it chooses

not to discuss.)

Type Action, Discussion

File Attachments

AASD R-2.1.5 Health & Human Performance - FINAL.pdf (111 KB)

Subject F. R-2.1.6 Fine Arts - Interpretation and Indicators - Final Draft for Consideration

Meeting Jan 10, 2022 - Board of Education Meeting

Category 10. Board's Consent Agenda (GC-2.4: The Board will use a consent agenda as a means to

expedite the disposition of routine matters and dispose of other items of business it chooses

not to discuss.)

Type Action, Discussion

File Attachments

AASD R-2.1.6 Fine Arts - FINAL.pdf (102 KB)

Subject G. R-2.1.7 World Languages - Interpretation and Indicators - Final Draft for

Consideration

Meeting Jan 10, 2022 - Board of Education Meeting

Category 10. Board's Consent Agenda (GC-2.4: The Board will use a consent agenda as a means to

expedite the disposition of routine matters and dispose of other items of business it chooses

not to discuss.)

Type Action, Discussion

File Attachments

AASD R-2.1.7 World Languages - FINAL.pdf (98 KB)

Subject H. R-2.1.8 Career and Technical Education - Interpretation and Indicators - Final

Draft for Consideration

Meeting Jan 10, 2022 - Board of Education Meeting

Category 10. Board's Consent Agenda (GC-2.4: The Board will use a consent agenda as a means to

expedite the disposition of routine matters and dispose of other items of business it chooses

not to discuss.)

Type Action, Discussion

File Attachments

AASD R-2.1.8 Career & Technical Education - FINAL.pdf (116 KB)

Subject I. R-2.1.9 Financial Literacy - Interpretation and Indicators - Final Draft for

Consideration

Meeting Jan 10, 2022 - Board of Education Meeting

Category 10. Board's Consent Agenda (GC-2.4: The Board will use a consent agenda as a means to

expedite the disposition of routine matters and dispose of other items of business it chooses

not to discuss.)

Type Action, Discussion

File Attachments

AASD R-2.1.9 Financial Literacy - FINAL.pdf (93 KB)

11. Superintendent's Consent Agenda (OE-8.10: Provide for the Board adequate information about all administrative actions and decisions that are delegated to the Superintendent but required by law to be approved by the Board.)

Subject A. AP Check Registers - November and December 2021

Meeting Jan 10, 2022 - Board of Education Meeting

Category 11. Superintendent's Consent Agenda (OE-8.10: Provide for the Board adequate information

about all administrative actions and decisions that are delegated to the Superintendent but

required by law to be approved by the Board.)

Type Action

Fiscal Impact Yes

Budgeted Yes

Request approval of AP check registers for November 2021 and December 2021.

Subject B. Grants 2021-2022

Meeting Jan 10, 2022 - Board of Education Meeting

Category 11. Superintendent's Consent Agenda (OE-8.10: Provide for the Board adequate information

about all administrative actions and decisions that are delegated to the Superintendent but

required by law to be approved by the Board.)

Type Action

Fiscal Impact Yes

Budgeted Yes

Grants for 2021-2022 - requesting approval.

File Attachments

IFC - Grants - 1-10-2022.pdf (192 KB)

Grant Supporting Documents 1-10-2022001.pdf (898 KB)

Subject C. WCA Charter School Contract

Meeting Jan 10, 2022 - Board of Education Meeting

Category 11. Superintendent's Consent Agenda (OE-8.10: Provide for the Board adequate information

about all administrative actions and decisions that are delegated to the Superintendent but

required by law to be approved by the Board.)

Type Action

File Attachments

Item for Consideration ~ Wisconsin Connections Academy Charter Contract Renewal.pdf (140 KB)

Wisconsin Connections Academy Charter Contract 2022-2027.pdf (717 KB)

Subject D. Professional Educator New Hires(s)

Meeting Jan 10, 2022 - Board of Education Meeting

Category 11. Superintendent's Consent Agenda (OE-8.10: Provide for the Board adequate information

about all administrative actions and decisions that are delegated to the Superintendent but

required by law to be approved by the Board.)

Type Action

File Attachments

IFC Professional Educator New Hires 1-10-22.pdf (118 KB)

Subject E. Professional Educator Contract Change(s)

Meeting Jan 10, 2022 - Board of Education Meeting

Category 11. Superintendent's Consent Agenda (OE-8.10: Provide for the Board adequate information

about all administrative actions and decisions that are delegated to the Superintendent but

required by law to be approved by the Board.)

Type Action

File Attachments

IFC Professional Educator Contract Changes 1-10-22.pdf (14 KB)

Subject F. Professional Educator Resignation(s)

Meeting Jan 10, 2022 - Board of Education Meeting

Category 11. Superintendent's Consent Agenda (OE-8.10: Provide for the Board adequate information

about all administrative actions and decisions that are delegated to the Superintendent but

required by law to be approved by the Board.)

Type Action

File Attachments

IFC Professional Educator Resigantion 1-10-22.pdf (109 KB)

Subject G. Internship(s)

Meeting Jan 10, 2022 - Board of Education Meeting

Category 11. Superintendent's Consent Agenda (OE-8.10: Provide for the Board adequate information

about all administrative actions and decisions that are delegated to the Superintendent but

required by law to be approved by the Board.)

Type Action

File Attachments

IFC-Internships.pdf (10 KB)

12. Reports (OE-8.2: Provide for the Board, in a timely manner, information about trends, facts and other information relevant to the Board's work.)

Subject A. Community Linkages Committee Report: Updates and Information from the

Community Linkages Committee Meetings

Meeting Jan 10, 2022 - Board of Education Meeting

Category 12. Reports (OE-8.2: Provide for the Board, in a timely manner, information about trends,

facts and other information relevant to the Board's work.)

Type Discussion, Information, Report

Committee Chair Ed Ruffolo will report out on the Community Linkages Committee meetings held on Monday, December 20, 2021, and Thursday, January 6, 2022.

Subject B. Business Services Report: Potential Referendum Focus Groups Update

Meeting Jan 10, 2022 - Board of Education Meeting

Category 12. Reports (OE-8.2: Provide for the Board, in a timely manner, information about trends,

facts and other information relevant to the Board's work.)

Type Discussion, Information, Report

Chief Financial Officer Greg Hartjes will report on updates from the Potential Referendum Focus Groups that were held on January 3rd and 4th, 2022.

Subject C. Superintendent's Report: The District Leadership Team will provide an update on

COVID data, including staffing.

Meeting Jan 10, 2022 - Board of Education Meeting

Category 12. Reports (OE-8.2: Provide for the Board, in a timely manner, information about trends,

facts and other information relevant to the Board's work.)

Type Discussion, Information, Report

13. Board Business

Subject A. COVID Mitigation Protocols - Potential Reconsideration of Mask Optional Date -

for Discussion/Possible Action

Meeting Jan 10, 2022 - Board of Education Meeting

Category 13. Board Business

Type Action, Discussion

Subject B. Space Availability for the 2022-23 Open Enrollment Application Period - for

Consideration

Meeting Jan 10, 2022 - Board of Education Meeting

Category 13. Board Business

Type Action

File Attachments

ITEM for Consideration OE 2022-23.pdf (41 KB) OE Open-Closed units 2022-23.pdf (65 KB)

Subject C. Purchase of Property - for Consideration

Meeting Jan 10, 2022 - Board of Education Meeting

Category 13. Board Business

Type Action, Discussion, Information

Fiscal Impact Yes

Budgeted Yes

Greg Hartjes will present Item for Consideration and Resolution for AASD purchase of property.

Subject D. Consent Agenda Item(s) Removed for Separate Consideration

Meeting Jan 10, 2022 - Board of Education Meeting

Category 13. Board Business

Type Action, Discussion

Subject E. WASB Resolutions - for Discussion

Meeting Jan 10, 2022 - Board of Education Meeting

Category 13. Board Business

Type Discussion, Information

File Attachments

Report-to-the-Membership-on-Proposed-2022-Resolutions.pdf (173 KB)

14. Items of Information

Subject A. None

Meeting Jan 10, 2022 - Board of Education Meeting

Category 14. Items of Information

Type Information

15. Future Meetings

Subject A. Next Board Meeting: Monday, January 24, 2022, 6:00 PM

Meeting Jan 10, 2022 - Board of Education Meeting

Category 15. Future Meetings

Type Information

Subject B. Board Work Session: Thursday, January 27, 2022, 7:30 AM

Meeting Jan 10, 2022 - Board of Education Meeting

Category 15. Future Meetings

Type Information

Subject C. CANCELED Board Meeting: Monday, February 14, 2022, 6:00 PM

Meeting Jan 10, 2022 - Board of Education Meeting

Category 15. Future Meetings

Type Information

ITEM FOR CONSIDERATION

Topic: Wisconsin Connections Academy Charter Renewal

Background Information:

Wisconsin Connections Academy (WCA) opened in the fall 2002 as the State's first K-8 virtual, public charter school with just under 200 students and 6 teachers. During the 2011-12 school year, WCA expanded to include grades 9-12. WCA has grown to a consistent enrollment of appropriately 550-650 students and 28 staff members. The contract was amended to include 4-year-old kindergarten beginning with the 2019-20 school year. Due to the COVID-19 pandemic, WCA's contract was extended for one-year in April 2021. Currently, WCA has appropriately 700 students and 29 staff members.

Wisconsin Connections Academy continues to provide a quality public education for students in a non-traditional setting, often their homes. Employing prescribed lessons and standards-based curriculum, WCA teachers and the student's learning coach work as a team to educate the child in core academics, specials (physical education, online technology, art, and music), and several electives.

Students from across the state are afforded enrollment in WCA either by residency within school district boundaries or through Open Enrollment. Field trips and state testing affords WCA teachers the opportunity to meet the students throughout the school year. Online pre-and post-tests (i-Ready) as well as level assessments, such as Benchmarking and Phonological Awareness Literacy Screening (PALS), are used to measure academic growth and level proficiency.

Wisconsin Connections Academy continues to benefit from the support of an active board of directors, Wisconsin Connections Academy, Inc. WCA also continues to benefit from an agreement with a national education vendor, Connections Education, LLC dba Pearson Virtual Schools USA, who provides support for school offerings and staff needs.

Fiscal Note:

As per the AASD Board of Education practice, the per-pupil expenditure for charter schools will be the same as the per-pupil expenditure for neighborhood school sites.

Instructional

Impact: Charter schools help to provide another educational option to meet the

individualized needs of each student. WCA is able to provide students with a

complete comprehensive 4K-12 personalized educational experience.

Administrative

Recommendation: Approval of the Wisconsin Connections Academy Charter Renewal

Contact

Persons: Michelle Mueller, 920-993-7076, muellermichell@aasd.k12.wi.us

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BOE: 01/10/22

CHARTER SCHOOL CONTRACT BETWEEN THE APPLETON AREA SCHOOL DISTRICT AND WISCONSIN CONNECTIONS ACADEMY

THIS AGREEMENT is made by and between the Board of Education of the Appleton Area School District ("AASD"), 131 E. Washington St., Suite 1A, Appleton, WI 54911 and Wisconsin Connections Academy, INC ("WCA"), 350 W. Capitol Drive, Appleton, Wisconsin, 54911

WHEREAS, the Board of Education is authorized pursuant to Wisconsin Statute 118.40(2m)(a), to contract with an individual or group to operate a school as a charter school; and,

WHEREAS, the Board of Education wishes to grant to Wisconsin Connections Academy a charter to operate as a charter school pursuant to Wisconsin Statute §118.40(2m)(a),

WHEREAS, WCA and AASD have previously entered into a charter school contract dated May 2002 and June 2007, to operate a charter school for grades K through eight. In November 2010, WCA and AASD entered into a charter contract to operate a charter school for grades K through 12, which was amended by the Parties on February 28, 2012, December 21, 2012, and November 30, 2013. In April 2016, WCA and AASD entered into a charter contract to operate a charter school for grades K through 12, which was amended by the Parties on January 14, 2019 to include 4-year-old kindergarten and April 5, 2021 to renew the charter agreement for one year.

NOW, THEREFORE, the parties agree as follows:

1. <u>Definitions.</u>

When used in this Agreement, the following definitions shall apply:

- a. Connections Education, LLC ("CE") dba Pearson Virtual Schools USA ("Pearson") is a private sector company that shall be integrated into the core of WCA through a public-private partnership. WCA will continue to contract for management, curriculum, technology and support services from Pearson, a private enterprise that will also provide technical assistance for WCA under an agreement between Pearson and WCA, a copy of which is attached to this agreement as Exhibit A and is hereby incorporated herein by reference.
- **Establishment.** The entity seeking to establish the Charter School is the Wisconsin Connections Academy, Inc.
- 3. <u>Administrative Services.</u> At its sole cost and expense, AASD will provide administrative services to support all School District employees and all enrolled pupils at WCA in the same manner as other AASD schools, including but not limited to: purchasing, accounts payable, accounting, bookkeeping, risk management, auditing, cash management, payroll, benefits administration, pupil services, recordkeeping, reporting and other compliance monitoring and fulfillment, building and grounds maintenance, and testing of students. To the extent that AASD requires information maintained only by WCA to complete the reporting and compliance monitoring

requirements hereunder, AASD will, no later than June 15 prior to the start of any school year, provide WCA with a list of all information required and WCA will provide full and accurate responses no later than September 1. AASD will at all times remain the sole employer of all personnel engaged in providing administrative services. All services set forth/outlined not in the budget will be provided by the AASD in a like manner as provided to the other schools.

- **4. Instrumentality**. WCA will be an instrumentality of the AASD.
- 5. <u>Educational Program.</u> The following is a description of the WCA educational program of the school and methods used to enable pupils to attain the educational goals under Wis. Stat. § 118.01. WCA shall notify the AASD in a timely manner in the event of a change in instruction method.

WCA enrolls students in four-year-old kindergarten through twelfth grade. WCA will provide educational services to enrolled students for a minimum of one hundred fifty (150) school days each year. The educational program of WCA will consist of these main features:

a. <u>Personalized Education Utilizing Standards-Based Curriculum.</u> WCA teachers will focus on personalizing each child's education.

Four-Year-Old Kindergarten: At the start of each school year, WCA staff will make an introductory call to each student and the student's learning coach to discuss goals and desired outcomes for the school year. This discussion continues throughout the school year with monthly contact, which will assist in personalizing the education offered to the student by WCA through curriculum that promotes hands on learning. The curriculum will include a combination of hands on materials such as storybooks, activity books, music, small motor manipulatives, and art activities. In addition, each student will be provided the support of a learning management system to foster online communication and collaboration, including an assignment management and tracking tool to ensure academic progress.

Kindergarten through Eighth Grade: This process begins by offering students a personalized placement test to determine the appropriate academic level of education. Students can place at different academic levels than their age-appropriate grade. A distinction and differentiation can be made in the level of math instruction and level of core academic instruction (language arts, science, social studies, and other related courses). At the start of the school year, WCA staff will make an introductory call to each student and his learning coach to discuss goals and desired outcomes for the school year. This discussion continues throughout the school year with monthly contact, which will assist in personalizing the education offered to the student by WCA through the standards-based curriculum:

 A rich combination of textbook-based and/or online curriculum aligned to statestandards will be used. The choice of providing print or online content or both will be made at the discretion of WCA and in accordance with its agreement with Pearson.

- Technology-based curriculum activities to enliven and enrich learning.
- Electives options beginning in kindergarten.
- Online communication and collaboration tools, including an assignment management and tracking tool (Pearson Virtual Classroom) to ensure academic progression.
- Technology Literacy class at each grade level.
- Pre, mid and post testing to gauge student academic growth and areas of content/skill mastery for grades K through eight.

Ninth through Twelfth Grade: WCA provides a balanced, challenging high school experience focused on students pursuing paths that lead to success, whether via college major or career choice. Their personalized paths are monitored along the way by the student, parents, WCA teacher, and other WCA support staff. The curriculum provides a comprehensive high school program with different levels of academic coursework. The different levels are designed to meet state standards and provide students a rigorous curriculum. The levels enable differentiation based on student needs and career goals. WCA students work with their teachers and other support staff to determine appropriate course level placement. Careful monitoring of the high school program from all the stakeholders helps students meet both their academic and non-academic goals. This monitoring will continue throughout the school year, which will assist in personalizing the education offered to the student by WCA through the standards-based curriculum:

- The Wisconsin content standards-aligned high school curriculum integrates digital version of textbooks from major publishers enhanced by multimedia, interactive materials, communication/conferencing tools, and team projects.
- Substantial teacher-directed instruction through synchronous and asynchronous e-learning tools.
- Courses typically include extensive use of Teachlets® tutorials, the highly interactive, asynchronous tutorials that incorporate graphics, video, and audio to show students the concepts and ideas they will need to complete the lessons.
- Online communication and collaboration tools, including an assignment management and tracking tool (Pearson Virtual Classroom) to ensure academic progression.
- Courses incorporate graded asynchronous online discussions which are required for all students.
- b. <u>A Flexible Learning Day.</u> WCA includes a combination "real-time" (synchronous) learning experiences and "flex-time" (asynchronous) activities, students and their learning coaches can structure the school day to best meet the student's learning needs. For example, an activity originally expected to account for one hour of a student's day for three days running may be extended to three hours in one day.

Students and their learning coaches can also call on teaching resources as needed during their flexible learning day. WCA teachers will be available to provide direct student instruction for at least the applicable number of hours specific in Wis. Stat. § 121.02(1)(F)(2) each school year. No more than ten (10) hours of instruction in a 24-hour time period can count towards this requirement. WCA teachers will also be on hand during the regular school day to respond to requests as well as to consult about student progress and suggest tailored learning activities.

- c. The Learning Triad. At WCA, students and their parents/guardians are not passive recipients of education, but instead are actively engaged and fully committed members of the learning team along with the certified teaching staff. The Learning Triad (teacher, learning coach, and curriculum) are connected through technology and are centered on meeting the various needs of each child. Teachers respond to inquiries from students and their parents/guardians and learning coaches by the end of the first school day following the day in which an inquiry is received. While the learning coach may be any adult responsible for the student's care parent, grandparent, hired tutor, and the like that person's commitment to the WCA learning process cannot be compromised. The same is true of the teachers and WCA students themselves.
- d. Robust Technology. To reach individual students effectively in a variety of alternative learning settings, the WCA instructional program will offer a laptop computer to each student enrolled in grades kindergarten through twelve loaned at no cost and configured with appropriate software, a subsidy for an Internet connection and diagnostic tools for aiding in technical support. Additionally, the computer will be the basic organization device for assessing, managing and tracking the students learning online and offline. Any household will be limited to a single Internet subsidy even if there are multiple students in the household enrolled in WCA.
- e. <u>Pearson Virtual Classroom.</u> WCA will continue to provide an online tool for the administration, delivery and support of the instructional offerings.
 - Each type of user such as the student, learning coach, teacher and others as appropriate - will have a unique username and password to the personalized resources within Pearson Virtual Classroom.
 - Within Pearson Virtual Classroom are resources for students, learning coaches, and teachers to schedule and track student assignments and assessments as they move from in progress to completed and submitted.
 - Pearson Virtual Classroom also provides a secured webmail connection between students, learning coaches, and teachers, as well as educational links for enhanced learning and options for remediation.
 - Additionally, the WCA homepage (which may include links to this information on its contracted service providers web site) will provide general information on the school to any viewer without authentication (including school information, state-related links, enrollment information, etc.)
- f. <u>Graduation Requirements.</u> Students graduating from WCA are required to pass the state required civics graduation exam and meet the following requirements:

Communication Arts: 4 credits

Mathematics: 3 credits

Earth or Physical Science: 1 credit

Biology: 1 credit

Other Science: 1 credit

American Government: 1 credit

World History: 1 credit U.S. History: 1 credit Fine Arts: 1 credit Health: 0.5 credit

Physical Education: 1.5 credits Personal Finance: 0.5 credit

Electives: 6.5 credits

Total: 23 Credits

In order for the credit requirements to be met, students in grades nine through eleven are required to take a minimum of 6 credits a year, while students in grade twelve are required to take a minimum of 5 credits. Graduating students will be granted a diploma through WCA and the AASD.

- g. <u>Pupil Services.</u> Regular and special needs students will be provided for on the same basis as for other district students, but curriculum content may be modified for charter students to more closely follow WCA's curriculum. AASD is responsible for supplying any additional materials or staff required to accommodate such students.
- **Methods of Measuring Student Progress.** WCA shall use the following local measures, assessments and standardized tests to measure pupil progress. WCA will participate in the District's Continuous School Improvement Planning (CSIP) and reporting process.
 - Student Goal 1--Increase student achievement in state standardized assessments.
 - (1) Objective: The percentage of WCA students scoring proficient or advanced in English Language Arts on the state assessment will meet or exceed AASD and/or state averages.

Assessment: WSAS Assessments or any future state assessments

(2) Objective: The percentage of WCA students scoring proficient or advanced in mathematics on the state assessment will meet or exceed AASD and/or state averages.

Assessment: WSAS Assessments or any future state assessments

- b. Student Goal 2--Increase student achievement on longitudinal assessments.
 - (1) Objective: When completed with the pre-test, the post-test provides a measure of academic growth gains over the school year.

Assessment: longitudinal assessments or any future assessments

- Student Goal 3--Graduation Rate.
 - (1) Objective: Ninety-five percent of students who start their Department of Public Instruction (DPI) cohort and remain at WCA will graduate in four years.
 - Objective: Ninety percent of students who start their high school cohort in another school will earn at least six credit each year (five credits in final year).
 Assessment: Graduation requirements.
- e. WCA shall report progress on IEPs in accordance with the IDEA and AASD administrative practices.
- f. WCA shall administer other assessments as required under state and federal law, and as directed by AASD.
- g. WCA shall provide AASD records as required to document compliance with state and federal law.

7. **Governance Structure.**

a. <u>Governance Board</u>. A Governance Board consisting of staff, parents, and community members will govern the school (the "WCA Governance Board"). The WCA Governance Board will determine and oversee the mission and strategic plan, coordinate public relations strategies, establish policies as well as, oversee and approve the budget of the school subject to the terms of this Agreement and specific authorization by AASD. No individual member of a Charter School Governance Board has the right or authorization to individually exercise the rights listed below. The WCA Governance Board will convene a parent advisory council, which shall meet on a regular basis, and the selection process for which shall be determined by the WCA Governance Board consistent with Wis. Stat. §118.40(8)(e).

The Governance Board has the rights, subject to the terms and limitations of this Charter Agreement, necessary pursuant to state law to carry out the terms of this Charter Agreement, including:

- 1) to determine and oversee the mission and strategic plan;
- 2) to set the educational philosophy of WCA;
- 3) to establish and oversee curriculum;
- 4) to establish and oversee school guidelines and policies not to exceed its authority granted herein;
- to oversee and approve the school budget not to exceed its authority granted herein;
- 6) to coordinate public relations strategies;

- 7) to make recommendations related to employment decisions within the current supervision and evaluation process for AASD employees;
- 8) to ensure compliance with this Agreement not to exceed its authority granted herein;
- 9) to appoint the requisite number of WCA members to its committees, in accordance with WCA bylaws;
- 10) to receive and disburse funds, subject to Section 13 of this Agreement;
- to secure appropriate insurance, which it has done pursuant to Section 18 of this Agreement;
- to enter contracts for technical or financial assistance, academic support, curriculum review or other services, which it has done and is subject to Section 13 of this Agreement;
- to incur debt in reasonable anticipation of funds, subject to Section 13 of this Agreement;
- to pledge, assign or encumber its assets to be used for loans, subject to Sections 13, 18 and 19 of this Agreement;
- to solicit and accept gifts or grants for school purposes, subject to Sections 13 and 18 of this Agreement;
- to acquire real property for its use, subject to Sections 13, 18 and 19 of this Agreement; and
- to sue and be sued in its own name, subject to limitations under this Agreement and state law.
- 18) Such other matters as the WCA may deem necessary or appropriate with regard to the operations or affairs of WCA, but not to exceed the authority granted by the AASD under the terms of this Agreement and state and federal law.
- b. <u>Dean of Students</u>. A Dean of Students will be assigned to WCA by AASD at the sole cost and expense of AASD. The Dean of Students will assist the principal with all grade levels as needed, but the primary focus of WCA's Dean of Students will be to work with students and families at the high school level. WCA's Dean of Students will provide support and assist students with appropriate educational pathways through their high school years. The Dean of Students will meet regularly (minimum once per month) with the assigned principal to provide consistent and collaborative communication.
- c. <u>Principal</u>. A principal will be assigned to WCA by AASD. AASD will appoint the principal in collaboration with the WCA Governance Board. The WCA principal will demonstrate an interest and a commitment to the students as well as the mission and vision of the school. The WCA principal will be appropriately licensed, pursuant to state law.
- d. <u>Governance Board Constitution</u>. Other than issues specifically addressed in this Agreement regarding the WCA Governance Board, the size, method of appointment and constitution of the WCA Governance Board will be as stipulated in the WCA Governance

Board's by-laws. Total membership of the WCA Governance Board shall be comprised of fewer than 50% AASD employees. AASD administrators and AASD Board of Education members will not serve on the WCA Governance Board.

- e. <u>Officers</u>. Election of officers is detailed in the by-laws of the WCA Governance Board.
- f. Meetings. Meetings will be held four times per year (as outlined in the bylaws). A quorum, consisting of a majority of the Voting Members of the WCA Governance Board must be present. Of the members present, fewer than 50% can be AASD employees before business can be transacted. A majority vote of the Voting Members then serving is sufficient for any action, including election of Board Officers. Meetings are open to all staff, parents, students, and community members and participation on standing committees is encouraged.
- g. <u>Annual Report</u>. AASD will create an Annual Report for DPI requirements as the authorizer. The Annual Report may include:
 - (1) state testing results
 - (2) longitudinal assessment results (i.e., MAP, iReady, etc.)
 - (3) enrollment data
 - (4) attendance data
 - (5) financial report
 - (6) student academic progress
 - (7) graduation rate

The Charter School may provide the district additional data the Governance Board may feel pertinent. Furthermore, this annual report will be available to the Board of Education and the community.

8. Parental and Community Involvement.

The WCA Governance Board will organize and instruct parents to take an active role in the school and create a supportive parent network through the following activities:

Parent/guardian involvement continues to be the centerpiece of WCA's concept. Each student's parent (or guardian or other caring adult responsible for the student) serves as the learning coach consulting frequently with the teachers, guiding the students learning, and helping keep track of work to be done and completed. WCA, with the assistance of AASD and Pearson, shall offer ongoing training and support to help learning coaches carry out their important role. In addition to the Parent Advisory Council, parents/guardians will be involved in WCA by having representation on WCA's Governance Board. Parent/guardian involvement is promoted by providing to each parent/guardian for each student enrolled with WCA the following information in writing: the name of and how to contact each member of the school board that contracted with WCA for the establishment of WCA; the name of and how to contact each

member of the Governance Board; the names of and how to contact the members of the Parent Advisory Council; the name of and how to contact the WCA staff.

- a. Kindergarten through twelfth grade students enrolled in WCA will have accounts with Pearson Virtual Classroom; be able to webmail within a secure medium, attend virtual classes, create posts on message boards, and fully utilize available technology under the supervision of their learning coach.
- b. WCA students continue to be members of a variety of communities; the community of their extended family, the geographic community in which they live, the community of Pearson, and the broader world to which we are all connected. WCA's instructional program makes available these communities into students learning in several ways:
 - School organized field trips and other school events held in different towns and at different locations around the state;
 - Encouraging local community service activities that allow students to apply their academic skills while interacting with other WCA students in their immediate geographic areas;
 - Strategically hosted state testing sites that afford students and parents the opportunity to meet teachers and connect with each other.
 - Pearson offers a broad range of clubs and activities that encourages students to pursue their interests.

Most activities are voluntary but certain activities may be required in order to meet AASD or other regulatory requirements.

- c. Parents will receive mid-semester and semester reports on student progress at WCA. Parent-teacher conferences will be held at the close of the first and third quarters. Additional parent-teacher conferences, electronic mail, print correspondence, and telephone contacts will be used on an individual basis to communicate student progress when the parents or teachers feel it is appropriate. Parents have 24/7 access to student grades in Pearson Virtual Classroom.
- d. Students enrolled in WCA will have accounts within Pearson Virtual Classroom; be able to webmail within a secure medium, attend virtual classes, create posts on message boards, and fully utilize available technology under the supervision of their learning coach and WCA teachers.
- e. Parental issues, concerns, questions, and complaints will be handled following these steps:
 - (1) Contact the classroom teacher.
 - (2) If resolution has not been reached at the high school level, WCA's Dean of Students will be contacted. If resolution has not been reached at the elementary/middle school level or if the concern is school wide, proceed to step 3.
 - (3) If resolution is still not reached, the principal will be contacted.

- (4) If resolution is still not reached and based on the issue, the charter school principal will contact the WCA Governing Board or AASD Assistant Superintendent.
- (5) Unresolved issues may be appealed the Superintendent of Schools.
- (6) The final step in the District appeal process is to contact the Board of Education.

9. Faculty Qualifications.

- a. Describe qualifications: Individuals who have a desire to teach at WCA will be teachers who are appropriately licensed pursuant to state law. The positions will be posted to indicate that candidates should demonstrate an interest and a commitment to the students as well as the mission and vision of the school. All provisions of the Employee Handbook for posting and selection of teaching staff will be followed.
- b. Teachers who work at WCA will be employees of the AASD and will be entitled to all rights and privileges afforded other teachers in the District.
- c. Salary and benefits will be structured according to the Pay and Benefits Plan for Professional Employees as established by the AASD Board of Education.
- d. Open positions for WCA will be posted and filled through the staffing process as outlined in the AASD Employee Handbook.
- e. WCA and Principal have discretion on which AASD meetings/trainings teachers will attend, with the exception of mandatory meetings/trainings designated by AASD.
- 10. <u>Student Health and Safety.</u> Since WCA is a virtual school, the health and safety standards that generally apply in the traditional public school format may be somewhat inapplicable in this context. However, to the extent that these general regulations apply, all federal, state and local health and safety regulations and building code standards will be followed at all AASD locations at which WCA may be located. In addition, the health and safety policies applicable to all other non-charter schools in the AASD shall apply equally to WCA.

11. Recruitment and Means of Achieving Racial/Ethnic Balance

a. WCA prohibits discrimination and will not discriminate against students on the basis of sex, race, color, religion, age, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, gender identity, gender expression or physical, cognitive, emotional or learning disability in its education programs or activities or any other classification protected by law. WCA official non-discrimination policy will be applied in all operations. Access to WCA will also not be restricted or enhanced by the following: family income, academic performance, English language proficiency, or athletic ability. Equal access will be provided to all students.

- b. WCA will monitor the demographic make-up of the student population. If specific groups are under-represented, outreach efforts will be further customized to raise awareness and generate interest. Examples include holding informational meetings in special locations, providing additional translation or interpretation services, and expanding services to accommodate people with disabilities. Translations and interpretation services will be provided to ensure equal access to all students under the law.
- c. Since WCA is uniquely suited to serve students from across the state of Wisconsin, recruitment will continue to encompass the entire state during the statewide open enrollment period. Every effort will be made to present and to clarify options that are available for students. Due to the state's open enrollment program any child qualified under the laws of Wisconsin for admission to a public school is also qualified for admission, regardless of the school attendance area where the student resides, subject to the approval of both AASD and of the child's resident district. In addition:
 - (1) During the open enrollment period as defined by the Wisconsin Department of Public Instruction, WCA will provide information to parents about the school along with instructions on how to comply with any open enrollment requirements.
 - (2) After WCA provides general information to parents, including making available specifics of the school, all open enrollment forms shall be directed to AASD and will be processed by AASD according to the rule, regulation and procedures established by the AASD Board and the Wisconsin Department of Public Instruction for other choice programs
 - (3) AASD and WCA shall annually agree on the school capacity. There will be discussion on the appropriate mix of recruitment measures, the plans and materials that will be used during open enrollment period prior to distribution. Other than processing the open enrollment forms, the cost of other recruitment measures shall be the responsibility of WCA or Pearson.

12. Admission Requirements.

- a. WCA is open to all students of the AASD as well as students applying and accepted through the Wisconsin Inter-District and Out of District Open Enrollment process. Application to and attendance at WCA is voluntary and no tuition is charged. Students who do not wish to attend or are not admitted to WCA may attend their neighborhood schools or seek enrollment in another AASD school per AASD Board policy.
- b. Parents will enroll their children by written or electronic registration form. A parent/guardian is encouraged to attend one informational meeting or visit WCA in order to assure understanding of the nature and work of the school.
- c. If the number of applicants exceeds available positions, a lottery will be employed. The names of students on the waiting list will be recorded in the order in which they were drawn. The waiting list does not roll over from year to year.

- d. WCA will give enrollment preference to current students at WCA. This group will be exempt from the lottery. Siblings of current students will be given preference in the lottery.
- e. Children of WCA full-time staff and governing board members may be given a preference for enrollment but must be limited to no more than 10% of WCA's total enrollment.
- f. Students may enroll and attend during the school year as outlined in the school handbook provided that space permits.
- g. Students must be enrolled in or open-enrolled in the AASD.
- h. Special education students, who apply by the deadline, will be admitted in accordance with state law after a complete review of special education records by the AASD Student Service staff and/or determined by the IEP team. Special needs of students will be met according to the goals of their IEP. The AASD will provide required special education services as appropriate, given the needs of each student's IEP.
- Students with an IEP who apply by the deadline and are selected through the lottery will be enrolled unless FAPE (Free Appropriate Public Education) cannot be provided within the charter program with accommodations and modifications, pursuant to state and federal law.

13. Budget Responsibilities of AASD and the Charter School.

- a. Payment and Logical Support:
 - (1) Equal Funding: WCA clearly understands that AASD support will not be greater or less than the same support given to other AASD schools. As an instrumentality, the AASD will be responsible for salaries and benefits of staff, as well as the lease and associated expenses of WCA space. In addition, WCA receives funding based on the per-pupil formula applied to all schools in the AASD. The WCA Governance Board will oversee, modify, and approve the site budget. All AASD or private contract services will be covered by the AASD with the exception of transportation.
 - (2) <u>Payments from AASD to CE</u>: AASD shall pay to CE, or their designee, a per-pupil fee as provided for in Exhibit B.
 - Material and equipment purchased with gifts, grants, or AASD funds will remain the property of the AASD. All material and equipment will be labeled or marked property of WCA or AASD. It is specifically acknowledged that any curriculum materials and computer equipment leased or licensed from Pearson shall not be the property of WCA or AASD.
 - (3) <u>Logistical Support</u>: AASD will at its sole cost and expense provide and maintain in good working condition at least the following accommodations and services (in amounts and locations reasonably appropriate and sufficient for the duties

with which such personnel are changed) for all personnel engaged in providing any administrative or instructional services under this section: office space; telephone services; data lines; computer hardware, including CPU's, monitors, printers and other suitable peripherals); and office support equipment (including means of photocopying, materials assembly, and the like). AASD will also provide at its sole cost and expense any required licenses for online synchronous conferencing software to all teachers and administrative staff.

b. <u>Purchases</u>: Tangible materials/equipment purchased by Charter Schools with grants or donor dollars will be the property of the Charter School and the AASD and will be labeled as such. If the materials/equipment purchased becomes outdated or inoperable, it will be the Charter School's responsibility to maintain and/or replace this material/equipment according to the District's specifications. If the Charter dissolves, the property reverts to AASD ownership.

All Charter Schools will receive the same level of support for materials/equipment. As such, when the District updates old technology or teaching materials with more current items, the District will do so for the Charter Schools at the same rate as all other schools in the District. Example: If a Charter School purchases additional computers beyond the District's allocation for the building, it is the responsibility of the Charter School to maintain and/or replace them when they become incompatible with the District's operating programs.

- c. <u>Personnel</u>: AASD will provide K-5 teachers at a ratio of approximately 40 students to 1 teacher. Full-time Teacher Equivalents (FTE's) for middle and high school teachers will be allocated to WCA in the same manner as other AASD schools. AASD will provide special education oversight and staff in keeping with the services and programs offered through WCA. AASD will provide a full-time administrator. AASD will, at its cost and expense, also provide a dean of students, secretarial support, a building engineer, and other personnel as supported by the district.
- d. <u>Administration</u>: Administrative services will be provided in the same manner as other AASD schools, including but not limited to: accounting, bookkeeping, risk management, auditing, cash management, payroll, benefits, administrations, labor relations, enrollment pupil services, record keeping, and general testing of students.
- e. <u>Curriculum</u>: Curriculum will be developed by Pearson/WCA with input and/or assistance of WCA personnel and will align to Wisconsin State Standards. Four-year-old curriculum will be developed with the input and/or assistance of the AASD Director of 4K. A quality 4K curriculum at WCA will be sustained through AASD textbook replacement/adoption funds. Other expense incurred through the curriculum development process will be offset by alternate sources of funding, i.e. those not covered in technology upgrades or other curricular purchases.
- f. <u>Liability Insurance</u>: As an instrumentality of the AASD, the WCA will fall under the umbrella of the AASD's liability insurance.

- g. <u>Co-curricular Activities</u>: All WCA students may participate on athletic teams and may be active members of other clubs and organization, as appropriate to their grade levels. If the student resides in AASD boundaries, then the student may participate in what would be considered his/her "home" school. If the student does not reside within AASD boundaries, the student may participate in the AASD school considered closest to the student's physical address as a crow would fly. In addition, WCA students may also participate in any co-curricular offered by WCA. The activities will be offset by current AASD allocations and other funding sources.
- h. <u>Pupil Services</u>: Pupil services will be provided through AASD staff assigned to the school's facility and subject to paragraph 21 herein.
- i. <u>Custodial Services</u>: Custodial and maintenance services will be provided by the AASD at the school's facility.
- j. <u>Testing and Assessment</u>: State and Federal testing and assessment that is administered by the AASD will be the same for WCA students as is given to students at other AASD schools.
- k. <u>Grant Funds</u>: Grant funds will be used to support travel and professional development budget for WCA to attend educational workshops and other professional development conferences that are aligned to the mission and goals of WCA.
- I. <u>Health and Safety</u>: WCA will rely upon AASD nursing staff and trained staff to provide the necessary resources. WCA will abide by all local, state, and federal laws regarding health and safety standards.

14. <u>Student Behavior and Discipline Model.</u>

- a. The discipline system for WCA will consist of the following steps:
 - 1) The teacher will make student contact that will immediately address the inappropriate behavior.
 - 2) The teacher will meet with the student to address the behavior and discuss appropriate alternative behaviors.
 - The student's teacher will meet with student and parents to discuss continuing behavioral problems and potential solutions.
 - 4) The principal and/or dean of students will contact the student and parents to discuss continuing behavioral problems and potential solutions.
- b. The WCA Governance Board reserves the right to create and/or approve a WCA Code of Conduct Policy.
- c. Behaviors that require suspension, removal from class (according to AASD procedures and guidelines), and expulsion will be referred to the WCA principal and all AASD expulsion policies and procedures will be followed.

- **Public School Alternatives**. No student will be required to attend WCA. Students, who do not elect to attend WCA, may attend a school within the AASD in conformance with the enrollment policy of the AASD Board of Education.
- **Tuition**. WCA shall not charge any tuition. WCA may charge "activity fees" provided the AASD Board of Education has approved the activities and corresponding fees in advance.
- **17.** Audits. The AASD usual and annual audit will include WCA. The scope of the annual audit will be determined by the AASD and conducted at the expense of the AASD. WCA will participate in all financial audits and comply with all audit procedures and requirements of the AASD audit team as contracted by the AASD Board of Education.

In conformance with the "Governmental Accounting Standards Board Statement No. 39," funds provided by or procured from WCA as an instrumentality and component unit of the AASD are subject to the AASD fiscal accounting procedures, including audits, and will be included in the AASD financial statements as determined by the AASD audit team as contracted by the AASD Board of Education.

Annually AASD Charter School Committee may review progress toward performance goals.

18. School Facilities and Liability Insurance.

- a. <u>Facilities.</u> WCA is currently located at 350 W. Capitol Drive, Appleton, Wisconsin, 54911. The AASD will ensure that the building(s) in which the Charter School program is located meet(s) all building codes and other building requirements for a public school facility.
- b. <u>Liability Insurance.</u> The AASD shall insure all ordinary and reasonably foreseeable risks related to operation of WCA including liability, property, worker's compensation, errors and omissions, and comprehensive coverage (\$10,000,000/occurrence).

19. <u>Indemnification and Limitation on Liability.</u>

- a. Indemnification of District.
 - Subject to the limitations and immunities set forth in Section 893.80 of the Wisconsin Statutes and all similar laws, to the extent applicable under law, WCA Governance Board agrees to indemnify, defend and hold AASD and its Board of Education, officers, administrators, agents and employees harmless from and against, any and all liabilities, losses, costs, expenses (including, without limitation, reasonable actual attorneys' fees and expenses) and damages (collectively, "Losses") arising out of any "Indemnity Claim," which means any action, cause of action, suit, proceeding, claim, or demand of any third party that, if true, and not covered by insurance maintained or required to be maintained by AASD, would establish:

- a) Breach by WCA of any provision of this Agreement;
- b) Failure by WCA Governance Board to comply with all applicable law, relating to this Agreement or operation of WCA, and state and/or federal laws concerning the establishment or operation of a charter school, or identification, admission, access, and/or evaluation of, and/or provision of services and/or accommodations to and/or prohibition of discrimination against students or employees with known or suspected disabilities or any other discrimination as prohibited by applicable law against students or employees; or
- Any negligent or willful act or omission of WCA Governance Board, or its employees or agents in connection with the performance of the obligations of WCA Governance Board under this Agreement. The obligation of WCA Governance Board to indemnify and hold harmless under this Section 19 with respect to any Indemnity Claim will be reduced to the comparative extent, as established by a judgment entered in a court of competent jurisdiction after any appeals, that such Indemnity Claim arises out of acts of fraud, willful misconduct, or acts in breach of this Agreement on the part of AASD or its Board of Education, officers, administrators, agents and employees. The obligations set forth in this Section 19, survive the termination of this Agreement.

b. <u>Indemnification of Wisconsin Connections Academy Governance Board</u>

- Subject to the limitations and immunities set forth in Section 893.80 of the Wisconsin Statutes and all similar laws, to the extent applicable under law, AASD agrees to indemnify, defend and hold WCA Governance Board and its directors, officers, agents and employees harmless from and against, any and all liabilities, losses, costs, expenses (including, without limitation, actual reasonable attorneys' fees and expenses) and damages (collectively, "Losses") arising out of any "Indemnity Claim," which means any action, cause of action, suit, proceeding, claim, or demand of any third party that, if true, would establish:
 - a) Breach by AASD of any provision of this Agreement; or
 - b) Any negligent or willful act or omission of AASD, the AASD Board of Education or its employees or agents in connection with the performance of the obligations of AASD under this Agreement and/or applicable law.

The obligation of AASD to indemnify and hold harmless under this Section 19 with respect to any Indemnity Claim will be reduced to the comparative extent, as established by a judgment entered in a court of competent jurisdiction after any appeals, that such Indemnity Claim arises out of acts of fraud, willful misconduct, or acts in breach of this Agreement on the part of WCA Governance Board or its directors, officers, agents and employees. The obligations set forth in this Section 19 survive the termination of this Agreement.

- c. <u>Indemnification Procedure</u>. Any Party entitled to indemnification under this Section 19 (each an "Indemnified Party") agrees to give the Party required to indemnify such Party hereunder (each an "Indemnifying Party") prompt written notice of any Indemnity Claim as to which it intends to request indemnification hereunder. The Indemnifying Party will have the right to direct, through counsel of its own choosing, the defense or settlement of any Indemnity Claim at its own expense. The Indemnified Party may participate in such defense at its own expense.
- d. If the Indemnifying Party fails to defend or, if after commencing or undertaking any such defense, fails to prosecute or withdraws from such defense, the Indemnified Party will have the right to undertake the defense or settlement thereof, at the Indemnifying Party's expense. If the Indemnified Party assumes the defense of any such Indemnity Claim pursuant to this Section 19 and proposes to settle such Indemnity Claim prior to a final judgment thereon or to forego any appeal with respect thereto, then the Indemnified Party will give the Indemnifying Party prompt written notice thereof and the Indemnifying Party will have the right to participate in the settlement or assume or reassume the defense of such Indemnity Claim. Notwithstanding anything contained in this Section 19 to the contrary, the Indemnifying Party will not, without the prior written consent of the Indemnified Party (which consent will not be unreasonably withheld or delayed), agree to a settlement of any such Indemnity Claim.
- e. <u>Limitation of Indemnity by AASD</u>. The obligation of AASD to indemnify WCA is limited by the provisions of Section 893.80 of the Wisconsin Statutes to the full extent such statute affords limitations or immunities to AASD, AASD not intending to waive any such provisions.
- **20.** <u>Non-Sectarian Status</u>. WCA shall be non-sectarian in its programs, admissions, policies, employment practices and all other operations.
- **21.** Local Educational Agency Responsibilities. AASD is the Local Education Agency (LEA) for Wisconsin Connections Academy for purposes of all state and federal laws, codes, rules and regulations pertaining to LEA duties, rights and responsibilities, including, but not limited to, the Americans with Disabilities Act (ADA), 42 U.S.C. §1210, Section 504 of the Rehabilitation Act of 1973, (Sec. 504), 29 U.S.C. §794, the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1400 et seq., No Child Left Behind Act, 20 U.S.C. § 6301 et seq, and the Asbestos Hazard Emergency Response Act (AHERA), 15 U.S.C. §2641 et seq., Title II, 28 CFR Part 35 (implementing regulations of the Americans with Disabilities Act) and Wis. Stat. Chapter 115, subchapter V.

WCA staff shall participate in staff development opportunities provided by AASD pertaining to IDEA, ADA, Section 504, NCLB, AHERA and other related training provided for the implementation of educational services. The AASD policies governing the implementation of educational services for students with disabilities are applicable to WCA. WCA will follow the AASD policy and state law governing seclusion and restraint.

The implementation of the IDEA requirements by WCA shall be according to the following process:

- a. AASD will provide employees to provide required IEP services to WCA.
- b. WCA shall implement IEP services as determined by the LEA through the IEP and IDEA referral and evaluation process, to include assurances of providing the special education instructional time as required by the IEP and document progress on IEP goals at least as often as documenting progress for students without disabilities.
- c. WCA shall document the interventions as required through the Response to Intervention Process for use and consideration in all referrals under the IDEA.
- d. WCA will cooperate with the LEA in all initial evaluation and re-evaluation processes.
- e. WCA will assist in obtaining any required parental consents under the IDEA on behalf of the LEA in fulfillment of its duties under the IDEA, including parental consent for school-based therapy reimbursement and documentation for such reimbursement.
- f. WCA will provide the LEA with any required data for IDEA self-assessment process in a timely fashion.
- g. WCA shall provide appropriate notification to parents of all the LEA notices and procedural safeguards.
- h. WCA's implementation of the student IEPs shall follow the LEA AASD calendar, which will be provided to the WCA annually. If the WCA school calendar does not follow the LEA AASD calendar, IEP implementation shall follow the WCA calendar.
- i. The parties shall engage in regular participation in annual and periodic IEP meetings for the implementation of IEPs and IDEA processes. The parties agree to meet periodically to address IDEA implementation.
- j. Daily attendance records shall be maintained by the WCA in accordance with state requirements and sent upon request.
- k. The WCA will assist in the provision of information requested by the Department of Public Instruction (DPI) or the Office of Civil Rights if so requested due to compliance complaints or investigations.
- All special education staff providing special education services shall participate in joint training and professional development for purposes of delivery of special education service. All special education staff will be available for meetings outside of school hours, none of which shall be paid for by the AASD.
- m. WCA will ensure that all employees have completed the DPI training related to mandatory reporting of abuse or neglect and the use of seclusion and restraint pursuant to state law.
- n. CPR and First Aid trained staff shall be available during Program hours.

- o. The District will keep the WCA in CPI: Nonviolent Crisis Intervention Training rotation schedule.
- p. The District will invite the WCA special education staff to any District- wide special education professional development opportunities.
- q. The District has the right to inspect the charter school facilities and records with reasonable notice.

22. Term, Renewal and Termination of this Contract.

- a. <u>Term.</u> Consistent with the provisions of §118.40(3)(b), Wis. Stats., the term of this Contract ("Term") shall be for five (5) years commencing on July 1, 2022 ("Effective Date"), and shall expire at midnight, on June 30, 2027, unless terminated or extended pursuant to the terms hereof.
- b. <u>Renewal.</u> Pursuant to §118.40(3)(b), Wis. Stats., upon expiration of the initial Term, the AASD Board of Education and WCA may mutually agree to renew this Contract for such additional terms for up to five (5) years each as the Boards of the AASD and WCA deem appropriate.
- c. <u>Termination by Board of Education.</u> This Contract may be terminated by the AASD Board of Education if it finds that:
 - (1) WCA has insufficient enrollment to successfully operate a charter school,
 - (2) If WCA fails to comply with generally accepted accounting principles and standards of fiscal management,
 - (3) If the students of WCA have not shown sufficient academic progress using multiple measures. Students enrolled at WCA for two or more consecutive years will perform at or above AASD and/or the state average on WSAS or longitudinal assessments of mathematics and reading and local authentic assessment measures agreed upon jointly by the WCA Governance Board and AASD.
 - (4) If students enrolled in WCA have failed to make sufficient progress toward attaining the educational goals described in Section 6 of this Charter School Contract. If an extension of time to attain such goals is requested by the WCA Governance Board and/or Administration in writing, such request shall include a written plan acceptable to the AASD. This plan will set out the additional steps WCA will take to attain such educational goals within a reasonable timeframe. If the AASD Board accepts the written plan, or a modified plan, WCA shall be allowed a reasonable time in which to correct the progress deficiencies.
 - (5) The WCA Governance Board, Board Members, employees, or agents provide the AASD Board of Education false or intentionally misleading information or documentation in the performance of this Contract, or
 - (6) WCA has failed materially to comply with Applicable Law,

- (7) Any director, members, employee, or agent of WCA has knowingly violated any statute, ordinance or Board policy with respect to the operation of the Charter School,
- (8) WCA knowingly violates Section 118.40 of the Wisconsin Statutes governing charter schools,
- (9) WCA defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract, unless otherwise required by law or addressed herein, if AASD asserts a material default on the part of WCA, the AASD will provide written notice of the specific material default asserted and afford WCA 60 calendar days in which to cure the asserted material default. This does not apply as to student progress or compliance with the IDEA, Sec. 504 or law directing educational services.
- d. Notice. Written notice of such termination shall be provided to the WCA via certified or registered mail, return receipt requested, and shall include the stated reasons for the termination and its effective date. The AASD will issue a provisional notice of termination on or before July 1 to be effective the subsequent July 1. During the interim school year, the AASD may require that WCA undertake corrective and remedial actions identified by the AASD. Termination of this Contract may be suspended by AASD upon compliance by WCA with the corrective and remedial measures identified by the AASD. Unless otherwise suspended, the provisional notice of termination will be effective on the date set forth in the provisional notice. In the event of termination, materials and equipment purchased with AASD funds of any character will remain the property of AASD. Funds raised by non-school groups through fundraising activities and directed to individual schools or school organizations, shall be considered gifts to the District and all gifts and bequests shall become property of the School District.
- e. <u>Emergency Termination or Suspension</u>. If the AASD Board of Education determines that any of the causes for termination set forth in Subsection c., above, have occurred and AASD reasonably determines that the health or safety of the students of WCA is put at actual risk thereby, the AASD Board of Education shall provide WCA written notice of such cause for termination and, upon delivering such notice, (i) may either terminate this Contract immediately or (ii) may exercise superintending control of WCA pending further action.
- f. <u>Termination by Wisconsin Connections Academy Governance Board</u>. This Contract may be terminated by WCA Governance Board if WCA finds that any of the following have occurred:
 - (1) WCA has insufficient enrollment to successfully operate a public school;
 - (2) The AASD Board of Education defaults materially in any of the terms or conditions contained in this Contract.
 - (3) AASD willfully provides WCA false or intentionally misleading information or documentation in the performance of this Contract, or

(4) AASD defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.

WCA shall provide notice of termination effective June 30 of any year upon written notice to the Board of Education prior to January 31. When WCA asserts a material default on the part of the AASD, WCA will provide written notice of the specific material default asserted and afford the AASD 60 calendar days in which to cure the asserted material default.

- g. <u>Final Accounting</u>. Upon termination of this Contract, WCA shall assist the AASD Board of Education in conducting a final accounting of WCA by making available to the AASD Board of Education all books and records that have been reviewed in preparing WCA annual audits and statements under Section 17 of this Contract.
- h. <u>Equipment Disposition</u>. WCA will respond to requests from the AASD Board of Education and Department of Public Instruction for inventory of equipment purchased with state or federal funds, including federal charter school funds, and the disposition of any individual item of equipment worth \$300 or more.
- Funds raised by non-school groups through fundraising activities and directed to WCA, WCA School, or school organizations, shall be considered gifts to WCA School. All gifts and bequests become property of WCA and WCA School, but may be used to offset any debt owed to AASD upon the final accounting.

23. Autonomy.

- a. WCA will be exempt from all state educational laws and policies to which it is entitled to exemption in the Wisconsin State Charter School law (Wisconsin Statute §118.40).
- b. Particularly, Wisconsin Connections Academy and the WCA Governance Board will have autonomy related to:
 - 1) Curriculum Development
 - 2) Educational Materials Selection
 - 3) Professional Staff Development
 - 4) School Day Schedule
 - 5) School Calendar
 - 6) Longitudinal Assessment
 - 7) Other District Wide Assessments
 - 8) Course Offerings
 - 9) WCA Grade Promotion—WCA Governance Board to establish criteria
 - 10) WCA Graduation Requirements—WCA Governance Board to establish criteria (as established in section 5f)

- **Transportation**. Transportation is not provided for students who choose to attend AASD Charter Schools.
- **Notices**. Whenever this Contract provides that notice must or may be given or that information must or may be provided, notice and information shall be provided in the following manner.

To AASD: Board President

Appleton Area School District 131 E Washington Street, Suite 1A

Appleton, Wisconsin 54911

With a copy to: Superintendent of Schools

Appleton Area School District 131 E Washington Street, Suite 1A

Appleton, Wisconsin 54911

To WCA: Board President

Wisconsin Connections Academy

350 W. Capitol Drive Appleton, WI 54911

With a copy to: Principal

Wisconsin Connections Academy

350 W. Capitol Drive Appleton, WI 54911

With a copy to: President

Connections Education, LLC. Dba Pearson Virtual Schools USA

10960 Grantchester Way Columbia, Maryland 21044

Notice hereunder shall be effective if made by hand delivery or by United States Mail, postage prepaid, certified with return receipt requested. Notices shall be effective (i) when actually received by the addressee, if made by hand delivery, or (ii) 2 days after delivering the pertinent notice to the control of the United States Postal Service, if made by certified mail with return receipt requested.

26. AASD and Charter School Liability. The parties agree that the establishment of WCA shall have no effect on the liability of AASD other than those obligations specifically undertaken by AASD

under this Contract. The parties agree that the establishment of WCA shall have no effect on the liability of WCA other than those obligations specifically undertaken by WCA under this Contract.

27. Miscellaneous.

- a. <u>Governing Law</u>. This Contract shall be governed by, and construed and interpreted under the laws of the State of Wisconsin.
- b. <u>Application of Statutes</u>. If, after the effective date of this Contract, there is a change in applicable law which alters or amends the responsibilities or obligations of any of the parties to this Contract, this Contract shall be altered or amended by the parties to conform to the change in existing law as of the effective date of such change.
- c. <u>Enrollment.</u> WCA does not have a cap on its enrollment. AASD and WCA reserve a right to cap enrollment if it deems necessary.
- d. <u>Entire Agreement.</u> This Contract sets forth the entire Agreement between the parties with respect to the subject matter of this Contract. All prior applications, agreements or contracts, representations, statements, negotiations, understandings and undertakings are superseded by this Contract.
- e. <u>Severability.</u> If any provision of this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provisions of this Contract. If any provision of this Contract shall be or be determined to be in violation of any federal, state or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
- f. Modifications. No modification to this Contract shall be effective unless the same is in writing and signed by authorized representatives of both parties. During any year of this Contract, either party may request to amend a provision of this Agreement. A request for amendment will be presented in writing before March 30 of each year and identify the terms of the proposed amendment. Thereafter, the parties will promptly meet and confer in good faith with respect to the proposed amendment. Neither party shall be obligated to accept any request for amendment. Any amendment which is agreed upon will be effective July 1 or on such other date as the parties may agree.
- g. <u>Assignment.</u> This Contract is not assignable.
- h. <u>Counterparts: Signature by Facsimile.</u> This Contract may be signed in counterparts, which shall together constitute the signed original Contract. A signature delivered by facsimile or electronic mail shall be considered an original for purpose of this Contract.
- i. <u>Confidential/Proprietary Information.</u> AASD acknowledges that the programs, courses, assessments, individual lesson plans, and techniques for preparation for Personalized Learning Plans of WCA, Connexus and such other intellectual property as is used by WCA, and its vendor(s) (as agreed between them) are proprietary in nature and

confidential and exclusive property of WCA and its vendor(s) (as agreed between them) and thus that AASD has no right, by the virtue of this contract or otherwise, either to disclose (except where required by applicable laws) or to have access to such property, except that such access or disclosure as may be required for monitoring purposes may be permitted if done with the prior written approval of an authorized officer of WCA. If, except as required by applicable laws, any proprietary or confidential information is disclosed, intentionally or otherwise to the AASD, its employees, agent, or assign, AASD agrees to hold same in strictest confidence and not to disclose same to any other person for any reason nor utilize same within AASD without prior approval by WCA and, if necessary, its vendor(s).

AASD further agrees to use all efforts at its disposal to assure that its employees, agents or assigns are aware of the confidential and proprietary nature of the subject matter, and do not (except as required by applicable laws) either disclose the same to any other persons for any reasons or utilize the same without prior written approval by WCA and, if necessary, its vendor(s). AASD acknowledges that unauthorized disclosure of propriety and confidential information governed by this Section 26i may cause irreparable harm and, hence, that such disclosure may entitle WCA and/or its vendor(s) to, among other remedies, injunctive relief in a court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as of the effective date. Through their signatures the representatives of the parties confirm that they have full authority to execute this Contract.

APPLETON AREA SCHOOL DISTRICT: By:
Kay S. Eggert President, Board of Education Date:
ATTEST:
Deborah C. Truyman Board of Education Clerk Date:
WISCONSIN CONNECTIONS ACDEMY, INC: By:
Jane Kummer Governance Board President
Date:
ATTEST:
Jeff LeMahieu Governance Board Secretary
Data:

Appleton Area School District Results Interpretation & Indicators Document R-2.1.4 Civics & Social Studies

SUPERINTENDENT CERTIFICATION:

With respect to Results Policy 2.1.4 Civics & Social Studies, I certify the proceeding interpretations and indicators to be accurate and complete and reasonable.

Executive Summary/Analysis:

The interpretations and indicators, as submitted below, will provide evidence to the Board that the District provides instructional programming that supports students in their personal growth and achievement in increasingly challenging levels of complexity, demonstrating the higher order thinking skills of knowledge, comprehension, application, analysis, synthesis, evaluation and creativity in Mathematics. The proposed measures have been selected due to the demonstration of their:

- validity (assessments are designed for the purpose for which we use them),
- reliability (assessments are shown to return consistent results at statistically acceptable levels),
- and **normative data** (results are routinely calibrated against a national sample size in order to verify accuracy of scale scores).

In addition, the proposed measures directly support the District's Continuous School Improvement Process as illustrated through the annual AASD Scorecard.

Signe	d: Date:
	Superintendent
BOAR	RD ACTION:
With r	respect to Results Policy 2.1.4 Civics & Social Studies, the Board:
	Accepts the Superintendent's interpretation and indicators as reasonable
	Accepts the Superintendent's interpretation and indicators as reasonable, with noted exceptions
	Finds the Superintendent's interpretation and indicators to be not reasonable
Comn	nendations and/or Recommendations, if any:

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Signed:Board President	Date:	
Document submitted:	_	
Re-submitted:		

Interpretation and Indicators Page 2 of 11

R-2.3 Results Policy: Academic Performance		
Each student will be literate, numerate, and able to integrate and apply the knowledge, skills, and competencies acquired across all academic disciplines. 2.1 Each student will demonstrate personal growth and achievement in increasingly challenging levels of complexity, demonstrating the higher order thinking skills of knowledge, comprehension, application, analysis, synthesis, evaluation and creativity when enrolled in disciplines, including: 2.1.4 Civics & Social Studies	In Compliance	Not In Compliance

SUPERINTENDENT Interpretation:

- **Each student** shall mean all Full Academic Year (FAY) students enrolled 5K-12 in the Appleton Area School District. Every Student, Every Day.
- **Literate** shall mean the ability to read, write, speak, and listen in ways that will allow us to communicate effectively to a variety of different audiences and to make sense of the world.
- **Numerate** shall mean the ability to access, use and interpret and communicate mathematical information and ideas, to engage in and manage the mathematical demands of various situations in adult years. To be numerate is to confidently and effectively use mathematics to meet the everyday demands of life.
- **Able to integrate and apply** shall mean to combine what is learned in the classroom, whether it's theory or technique, with a solution to real-world problems.
- **Skills** and **competencies** shall mean combinations of knowledge, skills and attitudes that students develop and apply for successful learning, living and working. They emphasize aspects of learning that apply within and across all subject areas.
- **Academic disciplines** shall mean core academic subject areas. The content to be mastered by students in each of these areas is defined by the state and district learning standards.
- Personal growth shall mean how much academic progress a student has made between two points in time.

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- Personal achievement shall mean individual performance based on the mastery of district adopted grade-level academic standards or from grade-level expectations on identified measures/assessments.
- Increasingly challenging levels of complexity shall mean moving along the continuum of learning from acquisition to application.
- Higher order thinking skills of:
 - o **Knowledge** shall mean recognizing and recalling facts.
 - o **Comprehension** shall mean understanding what facts mean.
 - o **Application** shall mean using the facts, rules, concepts, and ideas.
 - o **Analysis** shall mean breaking down information into component parts.
 - o **Synthesis** shall mean the ability to put parts together to form a new whole.
 - o **Evaluation** shall mean justifying the value of information and ideas.
 - o **Creativity** shall mean the ability to produce new and original ideas, connections, and solutions to problems.
- Increasingly challenging levels of complexity shall mean moving along the continuum of learning from acquisition to application.
- Civics & Social Studies shall mean the active process of inquiry to better understand subject matter and knowledge specifically associated with Behavioral Science, Civics, Economics, Geography, and History.

Indicators to be Used:

- **Forward Exam** The Wisconsin state assessment for students in grades 3-8 in ELA and Mathematics; 4, 8, and 10 in Social Studies; and 4 and 8 in Science. The Social Studies portion of the WI Forward Exam measures proficiency within the following domains:
 - o Behavioral Sciences
 - o Civics
 - o Economics
 - o Geography
 - o History
- AASD Document-based Question (DBQ) Common Assessment (8-11) a type of essay question requiring the use of historical
 documents to analyze a trend or issue from the past. Students analyze 5-7 documents (primary & secondary sources, maps,
 newspapers, letters, etc.) Students then assess the content behind the documents (author's purpose and target audience), find
 connections between the various documents, write a solid thesis statement, and use their analysis of the documents to support it,
 and apply the knowledge of the historical issue to develop a stronger case. When assessing, AASD educators are looking for the

Interpretation and Indicators Page 4 of 11

claim/thesis, argumentation, and sourcing.

Definition of Terms:

- **Norm-referenced** Assessments that are used to compare students' progress to others in their peer group. This group may contain students in the same grade across the state or nation, or other categories such as special education, disability status, English learners, gifted students, and more. Most commonly, norm-referenced tests use a national peer group.
- **Criterion-referenced** A criterion-referenced test is designed to measure a student's academic performance against some standard or criteria. This standard or criteria is predetermined before students begin the test. Schools or districts choose a standard, such as a percent of items answered correctly or a state test benchmark, as the criteria for the test. The student's score then shows the progress they have made toward the agreed-upon standard—if they fall short, they must continue to work toward the standard.

• Identified Demographic Groups

- o EL (English Learners)
- o Not EL (All other students who are not English Learners)
- o SWD (Students with Disabilities)
- o SWOD (Students without Disabilities)
- o Black
- o White

• DBQ Scoring Rubrics

- CCOT (Continuity & Change over Time) From AP World insight- "Patterns of Continuity and Change over Time your ability to recognize, analyze, and assess the dynamics of continuity and change over periods of time of different lengths, as well as your ability to relate these patterns to a broader historical processes or themes."
 - o Change over time
 - o CCOT essay design
 - o <u>essay sample</u>

• WI Forward Exam Ranges:

- o **Advanced** Student demonstrates thorough understanding of and ability to apply the knowledge and skills for their grade level that are associated with college content-readiness.
- o **Proficient** Student demonstrates adequate understanding of and ability to apply the knowledge and skills for their grade level that are associated with college content-readiness.
- o **Basic** Student demonstrates partial understanding of and ability to apply the knowledge and skills for their grade level that are associated with college content-readiness.

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- o **Below Basic** Student demonstrates minimal understanding of and ability to apply the knowledge and skills for their grade level that are associated with college content-readiness.
- Gaps The disparity in academic performance between groups of students
- FAY Full academic year of enrollment. This is specific to students with "continuous enrollment beginning within the first ten days of the school year without an enrollment lapse of ten or more consecutive days.
- Cohort Analysis Examines longitudinal data for the same group of students over a period of time
- Program Analysis Examines longitudinal data for the same grade level over a period of time

SUPERINTENDENT Targets for Reasonable Progress:

We will know we have made reasonable progress when:

AASD DBQ Assessment - Social Studies - Grades 8-11 (Cohort & Program Analysis)

We will increase the percentage of students scoring Competent/Mastery in grades 8-11 on the AASD DBQ Assessment by XX%.

			-
Grade Level	Grade Level Course(s)		2022-23 % Competent/Mastery
Grade 8	U.S. History (History)	(to be determined in Spring 2022)	
Grade 9	Civics (Civics, History)	(to be determined in Spring 2022)	
	Global Studies (Geography, History)	(to be determined in Spring 2022)	
	World History (History)	(to be determined in Spring 2022)	
Grade 10	AP World History (History)	(to be determined in Spring 2022)	
	Humanities (Behavioral Sciences)	(to be determined in Spring 2022)	

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Grade 11	American Studies (History/Behavioral Science)	(to be determined in Spring 2022)	
	U.S. History (History)	(to be determined in Spring 2022)	
	AP U.S. History (History)	(to be determined in Spring 2022)	

Grade Level	Course(s)	2021-22 % Beginning	2022-23% Beginning
Grade 8	U.S. History (History)	(to be determined in Spring 2022)	
Grade 9	Civics (Civics, History)	(to be determined in Spring 2022)	
	Global Studies (Geography, History)	(to be determined in Spring 2022)	
	World History (History)	(to be determined in Spring 2022)	
Grade 10	AP World History (History)	(to be determined in Spring 2022)	
	Humanities (Behavioral Sciences)	(to be determined in Spring 2022)	
Grade 11 American Studies (History/Behavioral Scient		(to be determined in Spring 2022)	
	U.S. History (History)	(to be determined in Spring 2022)	

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	AP U.S. History (History)	(to be determined in Spring 2022)	
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We will reduce gaps in students scoring Competent and Masterywithin identified demographic groups in grades 8-11 on the AASD DBQ Assessment by XXX%.

	2021-22 % Competent/Mastery	2022-23 % Competent/Mastery
	SWOD X% SWD X% (X% gap)	
Grade 8 (to be determined in Spring 2022)	Not EL X% EL X% (X% gap)	
	White X% Black X% (X% gap)	
Grade 9	SWOD X% SWD X% (X% gap)	
(to be determined in Spring 2022)	Not EL X% EL X% (X% gap)	
	White X% Black X% (X% gap)	
	SWOD X% SWD X% (X% gap)	
Grade 10 (to be determined in Spring 2022)	Not EL X% EL X% (X% gap)	

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	White X% Black X% (X% gap)	
Grade 11 (to be determined in Spring 2022)	SWOD X% SWD X% (X% gap)	
	Not EL X% EL X% (X% gap)	
	White X% Black X% (X% gap)	

WI Forward - Social Studies - Grades 4 & 8 (Program Analysis)

- 1. We will increase the percentage of students scoring Proficient/Advanced in grades 4 & 8 on the WI Forward Exam in Science by 1%.
- 2. We will score at or above the statewide level for Proficient/Advanced in grades 3-8 on the WI Forward Exam in Social Studies.

	2020-21 %Prof/Adv AASD	2020-21 %Prof/Adv Statewide	2021-22 %Prof/Adv AASD	2021-22 %Prof/Adv Statewide
Grade 4	44.5%	45.9%		
Grade 8	44.4%	44.8%		
Grade 10	39.0%	37.3%		

We will reduce the percentage of students scoring Below Basic in grades 4 & 8 on the WI Forward Exam in Social Studies by 3%.				
	2020-21 %Below Basic AASD	2020-21 %Below Basic Statewide	2021-22 %Below Basic AASD	2021-22 %Below Basic Statewide
Grade 4	16.8%	13.0%		
Grade 8	19.4%	15.0%		
Grade 10	20.9%	21.4%		

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We will reduce gaps in students scoring Proficient and Advanced within identified demographic groups in grades 4 & 8 on the WI Forward Exam in Social Studies by 3%.

	2020 %Pro	0-21 f/Adv	2021-22 %Prof/Adv
Grade 4	SWOD SWD gap	49.3% 23.2% 26.1%	
Grado I	Not EL EL gap	50.5% 9.9% 40.6%	
	White Black gap	55.2% 29.4% 26.0%	
Grade 8	SWOD SWD gap	51.1% 10.8% 40.3%	
Grade 0	Not EL EL gap	48.7% 8.0% 40.7%	
	White Black gap	52.9% 12.7% 40.2%	
Grade 10	SWOD SWD gap	44.3% 9.6% 34.7%	
	Not EL EL gap	41.9% 2.5% 39.4%	
	White Black gap	46.7% 10.2% 36.5%	

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Additional Context for WI Forward Exam: The WI Forward exam is administered annually to all students in grades 3-8 throughout the state of Wisconsin during the months of March and April. Due to the state-mandated school closures and rapid transition to virtual instruction during March of 2020, the WI Forward Exam was not administered during the 2019-20 school year. As a result, values of NA (not administered) are used. In addition, although the district has historically demonstrated a test participation rate of >99%, only ~90% of students participated in the assessment during the 2020-21 school year. SUPERINTENDENT Evidence of Reasonable Progress:			
Board Comments:			

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Appleton Area School District Results Interpretation & Indicators Document R-2.1.5 Health & Human Performance

SUPERINTENDENT CERTIFICATION:

With respect to Results Policy 2.1.5 Health & Human Performance, I certify the proceeding interpretations and indicators to be accurate and complete and reasonable.

Executive Summary/Analysis:

The interpretations and indicators, as submitted below, will provide evidence to the Board that the District provides instructional programming that supports students in their personal growth and achievement in increasingly challenging levels of complexity, demonstrating the higher order thinking skills of knowledge, comprehension, application, analysis, synthesis, evaluation and creativity in Health and Human Performance. The proposed measures have been selected due to the demonstration of their:

- validity (assessments are designed for the purpose for which we use them),
- reliability (assessments are shown to return consistent results at statistically acceptable levels),
- and **normative data** (results are routinely calibrated against a national sample size in order to verify accuracy of scale scores).

In addition, the proposed measures directly support the District's Continuous School Improvement Process as illustrated through the annual AASD Scorecard.

Signe	d: Date: Superintendent
BOAF	RD ACTION:
With ı	respect to Results Policy 2.1.5 Health & Human Performance, the Board:
	Accepts the Superintendent's interpretation and indicators as reasonable
	Accepts the Superintendent's interpretation and indicators as reasonable, with noted exceptions
	Finds the Superintendent's interpretation and indicators to be not reasonable

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Commendations and/or Recommendations, if any:				
Signed:	Board President	Date:		
Document subn	nitted:			
Re-submitted				

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R-2.3 Results Policy: Academic Performance		tendent
Each student will be literate, numerate, and able to integrate and apply the knowledge, skills, and competencies acquired across all academic disciplines. 2.1 Each student will demonstrate personal growth and achievement in increasingly challenging levels of complexity, demonstrating the higher order thinking skills of knowledge, comprehension, application, analysis, synthesis, evaluation and creativity when enrolled in disciplines, including: 2.1.5 Health & Human Performance	In Compliance	Not In Compliance

SUPERINTENDENT Interpretation:

- **Each student** shall mean all Full Academic Year (FAY) students enrolled 5K-12 in the Appleton Area School District. Every Student, Every Day.
- **Literate** shall mean the ability to read, write, speak, and listen in ways that will allow us to communicate effectively to a variety of different audiences and to make sense of the world.
- **Numerate** shall mean the ability to access, use and interpret and communicate mathematical information and ideas, to engage in and manage the mathematical demands of various situations in adult years. To be numerate is to confidently and effectively use mathematics to meet the everyday demands of life.
- **Able to integrate and apply** shall mean to combine what is learned in the classroom, whether it's theory or technique, with a solution to real-world problems.
- **Skills** and **competencies** shall mean combinations of knowledge, skills and attitudes that students develop and apply for successful learning, living and working. They emphasize aspects of learning that apply within and across all subject areas.
- Academic disciplines shall mean core academic subject areas. The content to be mastered by students in each of these areas is defined by the state and district learning standards.
- Personal growth shall mean how much academic progress a student has made between two points in time.

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- Personal achievement shall mean individual performance based on the mastery of district adopted grade-level academic standards or from grade-level expectations on identified measures/assessments.
- Increasingly challenging levels of complexity shall mean moving along the continuum of learning from acquisition to application.
- Higher order thinking skills of:
 - o **Knowledge** shall mean recognizing and recalling facts.
 - o **Comprehension** shall mean understanding what facts mean.
 - o **Application** shall mean using the facts, rules, concepts, and ideas.
 - o **Analysis** shall mean breaking down information into component parts.
 - o **Synthesis** shall mean the ability to put parts together to form a new whole.
 - o **Evaluation** shall mean justifying the value of information and ideas.
 - o **Creativity** shall mean the ability to produce new and original ideas, connections, and solutions to problems.
- Increasingly challenging levels of complexity shall mean moving along the continuum of learning from acquisition to application.
- Health & Human Performance (HHP) shall mean the ability to demonstrate physical and health literacy. Physical literacy consists of the
 ability to move with competence and confidence in a wide variety of physical activities in multiple environments that benefit the healthy
 development of the whole person. Health literacy is the degree to which individuals have the ability to find, understand, and use
 information and services to inform health-related decisions and actions for themselves and others to improve personal health
 outcomes.

Indicators to be Used:

- WI Youth Risk Behavior Survey (YRBS) monitors categories of health-related behaviors that contribute to social problems and the leading causes of death and disability among youth, including: (1) mental health, (2) bullying, (3) suicide and help seeking, (4) screen use and online behavior, (5) school safety, (6) sexual and dating violence, (7) tobacco and electronic smoking devices, (8) housing and neighborhood, (9) sexual behaviors, alcohol and other drugs, (10) traffic safety, (11) nutrition, and (12) physical health. The data is used to address content-learning outcomes in health. The survey is given every two years in the spring semester to middle school and high school students.
- Action for Healthy Kids School Health Index The School Health Index is an evaluation tool based on the CDC's research-based guidelines to identify and reduce health risk behaviors in youth. HHP would utilize the health and physical education components of the index to help determine program effectiveness. The survey is completed every spring by all schools in the district as a part of our

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Wellness Policy.

- <u>FitnessGram (5K-8)</u> is a criterion-referenced fitness test that measures physical health. These measurements help to determine the overall physical health of each student. A pre-test is given at the start of every physical education course for grades 5K-12, and a post-test is given at the end of the course.
- AASD Physical Education Electives Participation AASD utilizes a selective elective model for physical education students in grades 10-12. A selective elective model allows students to choose courses/activities that fit their interests and needs in physical literacy. Examining our students who choose physical education as an elective option will provide insight into how we serve all of our student populations in our designed courses.

Definition of Terms:

- **Norm-referenced** Assessments that are used to compare students' progress to others in their peer group. This group may contain students in the same grade across the state or nation, or other categories such as special education, disability status, English learners, gifted students, and more. Most commonly, norm-referenced tests use a national peer group.
- **Criterion-referenced** A criterion-referenced test is designed to measure a student's academic performance against some standard or criteria. This standard or criteria is predetermined before students begin the test. Schools or districts choose a standard, such as a percent of items answered correctly or a state test benchmark, as the criteria for the test. The student's score then shows the progress they have made toward the agreed-upon standard—if they fall short, they must continue to work toward the standard.
- **FAY** Full academic year of enrollment. This is specific to students with "continuous enrollment beginning within the first ten days of the school year without an enrollment lapse of ten or more consecutive days.
- Cohort Analysis Examines longitudinal data for the same group of students over a period of time
- **Program Analysis** Examines longitudinal data for the <u>same grade level</u> over a period of time

SUPERINTENDENT Targets for Reasonable Progress:

We will know we have made reasonable progress when:

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AASD Youth Risk Behavior Survey (YRBS): Program Analysis by School Level

We will decrease the percentage of students by X% who demonstrate Higher Risks X as identified through the AASD YRBS. **School Level** % of Students Demonstrating Higher Risks % of Students Demonstrating Higher Risks for X for X (2021-22 YRBS Baseline) (2022-23 YRBS) Middle Schools % of Students Demonstrating Higher Risks % of Students Demonstrating Higher Risks for X for X (2021-22 YRBS Baseline) (2022-23 YRBS) % of Students Demonstrating Higher Risks **High Schools** % of Students Demonstrating Higher Risks for X for X (2021-22 YRBS Baseline) (2022-23 YRBS)

We will increase the percentage of students by X% who demonstrate the ability to Access Valid Health Information (mental health/bullying) as indicated by the AASD YRBS.			
School Level % of Students Demonstrating Ability to Access Valid Health Information (2021-22 YRBS Baseline) % of Students Demonstrating Ability Access Valid Health Information (2022-23 YRBS)			
Middle Schools	(we will establish a baseline during Spring 2022) (we will establish a baseline during Spring 2022)		
High Schools (we will establish a baseline during Spring 2022) (we will establish a baseline during Spring 2022)			

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Action for Healthy Kids - School Health Index (SHI): Program Analysis by School Level

We will increase the average SHI for each school level (elementary/middle/high) by 1%.

SHI Score in Percentage

School Level	Average SHI Score 2020-21 (Baseline)		_	SHI Score 1-22
	Health Education PE & Physical Activity		Health Education	PE & Physical Activity
Elementary Schools	94.3%	87.82%		
Middle Schools	84.62%	76.11%		
High Schools	89.23%	77.33%		

We will **increase** the **average SHI Accountability Ratings** for each school level from Good to Excellent by **1**% to level off at 100% Excellent Accountability Rating.

SHI Accountability Ratings in Percentage

School Level	Average Excellent Rating 2020-21	Average Excellent Rating 2021-22
Elementary Schools	84%	
Middle Schools	100%	
High Schools	100%	

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AASD 5K-8 FitnessGram: Program Analysis by Grade Level

We will increase the percentage of students in the Healthy Fit Zone as evident by the Spring FitnessGram Results by 1%. Percentage of Students in Healthy Fit Zone **Grade Level** Percentage of Students in Healthy Fit Zone Spring 2022 Spring 2023 5K (we will establish a baseline during Spring 2022) (we will establish a baseline during Spring 1st Grade 2022) (we will establish a baseline during Spring 2nd Grade 2022) 3rd Grade (we will establish a baseline during Spring 2022) 4th Grade (we will establish a baseline during Spring 2022) (we will establish a baseline during Spring 5th Grade 2022) 6th Grade (we will establish a baseline during Spring 2022) 7th Grade (we will establish a baseline during Spring 2022) 8th Grade (we will establish a baseline during Spring 2022)

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We will increase the percentage of students (10-12) within the X demographic group taking elective credits of Physical Education (beyond the required 1.5 credits) by XX%.						
	2021-22	2022-23				
Number of Students Enrolled in Physical Education (Grades 10-12)	(we will establish a baseline during Spring 2022)	(we will establish a baseline during Spring 2022)				
Percentage of Students (grades 10-12) taking elective Physical Education credits (beyond required 1.5 credits) by the end of senior year	(we will establish a baseline during Spring 2022)	ng (we will establish a baseline during Sprir 2022)				
SUPERINTENDENT Evidence of Reasonable Progress:						
oard Comments:						

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Appleton Area School District Results Interpretation & Indicators Document R-2.1.6 Fine Arts

SUPERINTENDENT CERTIFICATION:

With respect to Results Policy 2.1.6 Fine Arts, I certify the proceeding interpretations and indicators to be accurate and complete and reasonable.

Executive Summary/Analysis:

The interpretations and indicators, as submitted below, will provide evidence to the Board that the District provides instructional programming that supports students in their personal growth and achievement in increasingly challenging levels of complexity, demonstrating the higher order thinking skills of knowledge, comprehension, application, analysis, synthesis, evaluation and creativity in Fine Arts. The proposed measures have been selected due to the demonstration of their:

- validity (assessments are designed for the purpose for which we use them),
- reliability (assessments are shown to return consistent results at statistically acceptable levels),
- and **normative data** (results are routinely calibrated against a national sample size in order to verify accuracy of scale scores).

In addition, the proposed measures directly support the District's Continuous School Improvement Process as illustrated through the annual AASD Scorecard.

Signe	d: Date: Superintendent
BOAR	RD ACTION:
With r	respect to Results Policy 2.1.6 Fine Arts, the Board:
	Accepts the Superintendent's interpretation and indicators as reasonable
	Accepts the Superintendent's interpretation and indicators as reasonable, with noted exceptions
	Finds the Superintendent's interpretation and indicators to be not reasonable
Comn	nendations and/or Recommendations, if any:

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Signed:Board President	Date:	
Document submitted:	-	
Re-submitted:		

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R-2.3 Results Policy: Academic Performance		tendent
Each student will be literate, numerate, and able to integrate and apply the knowledge, skills, and competencies acquired across all academic disciplines. 2.1 Each student will demonstrate personal growth and achievement in increasingly challenging levels of complexity, demonstrating the higher order thinking skills of knowledge, comprehension, application, analysis, synthesis, evaluation and creativity when enrolled in disciplines, including: 2.1.6 Fine Arts	In Compliance	Not In Compliance

SUPERINTENDENT Interpretation:

- **Each student** shall mean all Full Academic Year (FAY) students enrolled 5K-12 in the Appleton Area School District. Every Student, Every Day.
- **Literate** shall mean the ability to read, write, speak, and listen in ways that will allow us to communicate effectively to a variety of different audiences and to make sense of the world.
- **Numerate** shall mean the ability to access, use and interpret and communicate mathematical information and ideas, to engage in and manage the mathematical demands of various situations in adult years. To be numerate is to confidently and effectively use mathematics to meet the everyday demands of life.
- **Able to integrate and apply** shall mean to combine what is learned in the classroom, whether it's theory or technique, with a solution to real-world problems.
- **Skills** and **competencies** shall mean combinations of knowledge, skills and attitudes that students develop and apply for successful learning, living and working. They emphasize aspects of learning that apply within and across all subject areas.
- Academic disciplines shall mean core academic subject areas. The content to be mastered by students in each of these areas is defined by the state and district learning standards.
- Personal growth shall mean how much academic progress a student has made between two points in time.

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- **Personal achievement** shall mean individual performance based on the mastery of district adopted grade-level academic standards or from grade-level expectations on identified measures/assessments.
- Increasingly challenging levels of complexity shall mean moving along the continuum of learning from acquisition to application.
- Higher order thinking skills of:
 - o **Knowledge** shall mean recognizing and recalling facts.
 - o **Comprehension** shall mean understanding what facts mean.
 - o **Application** shall mean using the facts, rules, concepts, and ideas.
 - o **Analysis** shall mean breaking down information into component parts.
 - o **Synthesis** shall mean the ability to put parts together to form a new whole.
 - o **Evaluation** shall mean justifying the value of information and ideas.
 - o **Creativity** shall mean the ability to produce new and original ideas, connections, and solutions to problems.
- Increasingly challenging levels of complexity shall mean moving along the continuum of learning from acquisition to application.
- Fine Arts shall mean visual arts, music (general music, band, orchestra/strings, and choir), theater, and dance.

Indicators to be Used:

- AASD Fine Arts Elective Participation (9-12) Enrollment of AASD students in grades 9-12 within the areas of Art, Music (General, Band, Orchestra/Strings, or Choir), Dance, and Theater.
- Community-based Fine Arts Performance Opportunities for AASD Students (5K-12) The number of community-based arts display
 and performances program opportunities that AASD students have access to and the number of students participating.

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Definition of Terms:

• Identified Demographic Groups

- o EL (English Learners)
- o Not EL (All other students who are not English Learners)
- o SWD (Students with Disabilities)
- o SWOD (Students without Disabilities)
- o Black
- o White
- o Native American
- o Asian
- o Hispanic or Latino
- o Native Hawaiian or Pacific Islander
- o Two or More Races
- o Economically Disadvantaged
- Gaps The disparity in academic performance or participation between groups of students
- FAY Full academic year of enrollment. This is specific to students with "continuous enrollment beginning within the first ten days of the school year without an enrollment lapse of ten or more consecutive days.
- Cohort Analysis Examines longitudinal data for the same group of students over a period of time
- Program Analysis Examines longitudinal data for the <u>same grade level</u> over a period of time
- **Community Based** shall mean learning experiences organized by the district and an outside organization(s) that may occur in a school setting or out within the local community.

SUPERINTENDENT Targets for Reasonable Progress:

We will know we have made reasonable progress when:

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AASD Fine Arts Participation - Grades 5K-12 (Program Analysis)

We will increase the percentage of 5K-12 students within identified demographic groups participating in AASD Fine Arts Courses by XX% (Baseline will be determined of demographic representation in Fine Arts Electives 9-12 in order to finalize intended outcomes)

	Overall percentage of District Students	2021-22 % Enrolled in Art (5K-12)	2022-23 % Enrolled in Art (5K-12)
EL (English Learners)	9.7%	Baseline to be determined in 2021-22	
SWD (Students with Disabilities)	17.0%	Baseline to be determined in 2021-22	
White	66.0%	Baseline to be determined in 2021-22	
Black	5.3%	Baseline to be determined in 2021-22	
Native American	0.9%	Baseline to be determined in 2021-22	
Asian	12.2%	Baseline to be determined in 2021-22	
Hispanic or Latino	12.5%	Baseline to be determined in 2021-22	
Native Hawaiian or Pacific Islander	0.2%	Baseline to be determined in 2021-22	
Two or More Races	3.3%	Baseline to be determined in 2021-22	

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	Overall percentage of District Students (9-12)	2021-22 % Enrolled in Music (9-12)	2022-23 % Enrolled in Music (9-12)
EL (English Learners)	9.7%	Baseline to be determined in 2021-22	
SWD (Students with Disabilities)	17.0%	Baseline to be determined in 2021-22	
White	66.0%	Baseline to be determined in 2021-22	
Black	5.3%	Baseline to be determined in 2021-22	
Native American	0.9%	Baseline to be determined in 2021-22	
Asian	12.2%	Baseline to be determined in 2021-22	
Hispanic or Latino	12.5%	Baseline to be determined in 2021-22	
Native Hawaiian or Pacific Islander	0.2%	Baseline to be determined in 2021-22	
Two or More Races	3.3%	Baseline to be determined in 2021-22	

	Overall percentage of District Students	2020-21 % Enrolled in Theater (9-12)	2022-23 % Enrolled in Theater (9-12)
EL (English Learners)	9.7%	Baseline to be determined in 2021-22	
SWD (Students with Disabilities)	17.0%	Baseline to be determined in 2021-22	

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White	66.0%	Baseline to be determined in 2021-22	
Black	5.3%	Baseline to be determined in 2021-22	
Native American	0.9%	Baseline to be determined in 2021-22	
Asian	12.2%	Baseline to be determined in 2021-22	
Hispanic or Latino	12.5%	Baseline to be determined in 2021-22	
Native Hawaiian or Pacific Islander	0.2%	Baseline to be determined in 2021-22	
Two or More Races	3.3%	Baseline to be determined in 2021-22	

	Overall percentage of District Students	2021-22 % Enrolled in Dance (5K-12)	2022-23 % Enrolled in Dance (5K-12)
EL (English Learners)	9.7%	Baseline to be determined in 2021-22	
SWD (Students with Disabilities)	17.0%	Baseline to be determined in 2021-22	
White	66.0%	Baseline to be determined in 2021-22	
Black	5.3%	Baseline to be determined in 2021-22	
Native American	0.9%	Baseline to be determined in 2021-22	

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Asian	12.2%	Baseline to be determined in 2021-22	
Hispanic or Latino	12.5%	Baseline to be determined in 2021-22	
Native Hawaiian or Pacific Islander	0.2%	Baseline to be determined in 2021-22	
Two or More Races	3.3%	Baseline to be determined in 2021-22	

AASD/Community-based Fine Arts Performance Opportunities - Grades 5K-12 (Program Analysis)

We will increase the number of AASD/Community-based Fine Arts Performance Opportunities for 5K-12 students by XX% (Baseline will be determined during the 2021-22 school year in order to finalize intended outcomes)

	Art 2021-22	Art 2022-23	Music 2021-22	Music 2022-23	Theater 2021-22	Theater 2022-23	Dance 2021-22	Dance 2022-23
Number Elementary Opportunities (5K-6)	Baseline to be determined in 2021-22		Baseline to be determined in 2021-22		Baseline to be determined in 2021-22		Baseline to be determined in 2021-22	
Number Middle School Opportunities (7-8)	Baseline to be determined in 2021-22		Baseline to be determined in 2021-22		Baseline to be determined in 2021-22		Baseline to be determined in 2021-22	
Number High School Opportunities (9-12)	Baseline to be determined in 2021-22		Baseline to be determined in 2021-22		Baseline to be determined in 2021-22		Baseline to be determined in 2021-22	

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SUPERINTENDENT Evidence of Reasonable Progress:	
Board Comments:	

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Appleton Area School District Results Interpretation & Indicators Document R-2.1.7 World Languages

SUPERINTENDENT CERTIFICATION:

With respect to Results Policy 2.1.7 World Languages, I certify the proceeding interpretations and indicators to be accurate and complete and reasonable.

Executive Summary/Analysis:

The interpretations and indicators, as submitted below, will provide evidence to the Board that the District provides instructional programming that supports students in their personal growth and achievement in increasingly challenging levels of complexity, demonstrating the higher order thinking skills of knowledge, comprehension, application, analysis, synthesis, evaluation and creativity in World Languages. The proposed measures have been selected due to the demonstration of their:

- validity (assessments are designed for the purpose for which we use them),
- reliability (assessments are shown to return consistent results at statistically acceptable levels),
- and **normative data** (results are routinely calibrated against a national sample size in order to verify accuracy of scale scores).

In addition, the proposed measures directly support the District's Continuous School Improvement Process as illustrated through the annual AASD Scorecard.

Signe	d: Date: Superintendent
BOAR	D ACTION:
With r	espect to Results Policy 2.1.7 World Languages, the Board:
	Accepts the Superintendent's interpretation and indicators as reasonable
	Accepts the Superintendent's interpretation and indicators as reasonable, with noted exceptions
	Finds the Superintendent's interpretation and indicators to be not reasonable
Comn	nendations and/or Recommendations, if any:

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Signed:Board President	Date:	
Document submitted:	-	
Re-submitted:		

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R-2.3 Results Policy: Academic Performance	Superint	endent
Each student will be literate, numerate, and able to integrate and apply the knowledge, skills, and competencies acquired across all academic disciplines.		90
2.1 Each student will demonstrate personal growth and achievement in increasingly challenging levels of complexity, demonstrating the higher order thinking skills of knowledge, comprehension, application, analysis, synthesis, evaluation and creativity when enrolled in disciplines, including:	In Compliance	lot In Compliand
2.1.7 World Languages		2

SUPERINTENDENT Interpretation:

- Each student shall mean all Full Academic Year (FAY) students enrolled 5K-12 in the Appleton Area School District. Every Student, Every Day.
- **Literate** shall mean the ability to read, write, speak, and listen in ways that will allow us to communicate effectively to a variety of different audiences and to make sense of the world.
- **Numerate** shall mean the ability to access, use and interpret and communicate mathematical information and ideas, to engage in and manage the mathematical demands of various situations in adult years. To be numerate is to confidently and effectively use mathematics to meet the everyday demands of life.
- Able to integrate and apply shall mean to combine what is learned in the classroom, whether it's theory or technique, with a solution to real-world problems.
- **Skills** and **competencies** shall mean combinations of knowledge, skills and attitudes that students develop and apply for successful learning, living and working. They emphasize aspects of learning that apply within and across all subject areas.
- Academic disciplines shall mean core academic subject areas. The content to be mastered by students in each of these areas is defined by the state and district learning standards.
- Personal growth shall mean how much academic progress a student has made between two points in time.
- **Personal achievement** shall mean individual performance based on the mastery of district adopted grade-level academic standards or from grade-level expectations on identified measures/assessments.

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- Increasingly challenging levels of complexity shall mean moving along the continuum of learning from acquisition to application.
- Higher order thinking skills of:
 - o **Knowledge** shall mean recognizing and recalling facts.
 - o **Comprehension** shall mean understanding what facts mean.
 - o **Application** shall mean using the facts, rules, concepts, and ideas.
 - o Analysis shall mean breaking down information into component parts.
 - o **Synthesis** shall mean the ability to put parts together to form a new whole.
 - o **Evaluation** shall mean justifying the value of information and ideas.
 - o **Creativity** shall mean the ability to produce new and original ideas, connections, and solutions to problems.
 - **Increasingly challenging levels of complexity** shall mean moving along the continuum of learning from acquisition to application.
- World Languages shall mean communicating effectively (interpersonal, interpretive, and presentational) in order to function in a variety of situations and for multiple purposes, as well as developing insight into the language and culture in order to interact with cultural competence.

Indicators to be Used:

- AASD World Languages Enrollment (9-12) Enrollment of AASD students in grades 9-12 within the areas of race/ethnicity, SPED and EL status
- Interpretive Reading Assessment (7-12) Learners understand, interpret, and analyze what is heard, read, or viewed on a variety of topics using authentic resources (such as informational texts, fictional texts, conversations and discussions). Teachers also consider key factors when selecting the authentic resources, for example text complexity, familiarity with the topic and background knowledge, and/or the ability to use literacy strategies such as recognizing key words, detecting the main idea, identifying supporting details, noting organizational features, guessing meaning from context, identifying logical inferences, and identifying the author's purpose and cultural perspectives/norms.

Definition of Terms:

- Identified Demographic Groups
 - o EL (English Learners)
 - o Not EL (All other students who are not English Learners)
 - o SWD (Students with Disabilities)
 - o SWOD (Students without Disabilities)
 - o Black

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- o White
- o Native American
- o Asian
- o Hispanic or Latino
- o Native Hawaiian or Pacific Islander
- o Two or More Races
- o Economically Disadvantaged
- Gaps The disparity in academic performance or participation between groups of students
- FAY Full academic year of enrollment. This is specific to students with "continuous enrollment beginning within the first ten days of the school year without an enrollment lapse of ten or more consecutive days.
- AASD Interpretive Reading Assessment Rubric
- Cohort Analysis Examines longitudinal data for the same group of students over a period of time
- Program Analysis Examines longitudinal data for the <u>same grade level</u> over a period of time

SUPERINTENDENT Targets for Reasonable Progress:

We will know we have made reasonable progress when:

AASD World Languages Participation - Grades 9-12 (Program Analysis)

We will **increase the percentage of 9-12 students within identified demographic groups participating in AASD <u>French</u> Courses by XX% (Baseline will be determined of demographic representation in French 9-12 in order to finalize intended outcomes)**

	Overall percentage of District Students (9-12)	2021-22 % Enrolled in French 1-3 (9-12)	2022-23 % French 1-3 (9-12)	2021-22 % Enrolled in French 4-6 (9-12)	2022-23 % French 4-6 (9-12)
EL (English Learners)	9.7%	15% (29 students, exited LEP)		10% (11 students, exited LEP)	
SWD (Students with Disabilities)	17.0%	3% (5 students)		3% (3 students)	
White	66.0%	76% (146 students)		75% (81 students)	

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Black	5.3%	3% (6 students)	5% (5 students)	
Native American	0.9%	0%	0%	
Asian	12.2%	10% (20 students)	7% (8 students)	
Hispanic or Latino	12.5%	9% (17 students)	10% (11 students)	
Native Hawaiian or Pacific Islander	0.2%	0%	0%	
Two or More Races	3.3%	2% (3 students)	2% (2 students)	

We will **increase the percentage of 9-12 students within identified demographic groups participating in AASD <u>Spanish</u> Courses by XX% (Baseline will be determined of demographic representation in Spanish 9-12 in order to finalize intended outcomes)**

	Overall percentage of District Students (9-12)	2021-22 % Enrolled in Spanish 1-3 (9-12)	2022-23 % Spanish 1-3 (9-12)	2021-22 % Enrolled in Spanish 4-6 (9-12)	2022-23 % Spanish 4-6 (9-12)
EL (English Learners)	9.7%	11% (73 students- exited LEP, 22- LEP, 7- not LEP)		11% (37 students- exited LEP, 6- LEP, 4- not LEP)	
SWD (Students with Disabilities)	17.0%	3% (26 students)		2% (8 students)	
White	66.0%	73% (684 students)		77% (337 students)	

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Black	5.3%	3% (32 students)	1% (5 students)	
Native American	0.9%	1% (5 students)	0%	
Asian	12.2%	9% (88 students)	9% (43 students)	
Hispanic or Latino	12.5%	10% (100 students)	10% (44 students)	
Native Hawaiian or Pacific Islander	0.2%	0%	1% (1 student)	

Interpretive Reading Assessment - Grades 7-12 (Program Analysis)

We will increase the percentage of students scoring Competent/Mastery in grades 7-12 on the AASD Interpretive Reading Assessment by XX%.				
Course(s)	2021-22 % Competent/Mastery	2022-23 % Competent/Mastery		
Level 1 (Middle Level)	(to be determined in Spring 2022)			
Level 1 (High School)	(to be determined in Spring 2022)			
Level 2 (High School)	(to be determined in Spring 2022)			
Level 3 (High School)	(to be determined in Spring 2022)			
Level 4 (High School)	(to be determined in Spring 2022)			
AP/CAPP 204 (High School)	(to be determined in Spring 2022)			

SUPERINTENDENT Evidence of Reasonable Progress:

Board Comments:	

Interpretation and Indicators Page 7 of 8

Interpretation and Indicators Page 8 of 8

Appleton Area School District Results Interpretation & Indicators Document R-2.1.8 Career & Technical Education

SUPERINTENDENT CERTIFICATION:

With respect to Results Policy 2.1.8 Career & Technical Education, I certify the proceeding interpretations and indicators to be accurate and complete and reasonable.

Executive Summary/Analysis:

The interpretations and indicators, as submitted below, will provide evidence to the Board that the District provides instructional programming that supports students in their personal growth and achievement in increasingly challenging levels of complexity, demonstrating the higher order thinking skills of knowledge, comprehension, application, analysis, synthesis, evaluation and creativity in Career & Technical Education. The proposed measures have been selected due to the demonstration of their:

- validity (assessments are designed for the purpose for which we use them),
- reliability (assessments are shown to return consistent results at statistically acceptable levels),
- and **normative data** (results are routinely calibrated against a national sample size in order to verify accuracy of scale scores).

In addition, the proposed measures directly support the District's Continuous School Improvement Process as illustrated through the annual AASD Scorecard.

Signe	d: Date: Superintendent
	·
BOAR	RD ACTION:
With r	respect to Results Policy 2.1.8 Career & Technical Education, the Board:
	Accepts the Superintendent's interpretation and indicators as reasonable
	Accepts the Superintendent's interpretation and indicators as reasonable, with noted exceptions
	Finds the Superintendent's interpretation and indicators to be not reasonable
Comn	nendations and/or Recommendations, if any:

Interpretation and Indicators Page 1 of 13

Signed:Board President	Date:	
Document submitted:	-	
Re-submitted:		

Interpretation and Indicators Page 2 of 13

R-2.3 Results Policy: Academic Performance		Superintendent	
Each student will be literate, numerate, and able to integrate and apply the knowledge, skills, and competencies acquired across all academic disciplines. 2.1 Each student will demonstrate personal growth and achievement in increasingly challenging levels of complexity, demonstrating the higher order thinking skills of knowledge, comprehension, application, analysis, synthesis, evaluation and creativity when enrolled in disciplines, including: 2.1.8 Career & Technical Education	In Compliance	Not In Compliance	

SUPERINTENDENT Interpretation:

- **Each student** shall mean all Full Academic Year (FAY) students enrolled 5K-12 in the Appleton Area School District. Every Student, Every Day.
- **Literate** shall mean the ability to read, write, speak, and listen in ways that will allow us to communicate effectively to a variety of different audiences and to make sense of the world.
- **Numerate** shall mean the ability to access, use and interpret and communicate mathematical information and ideas, to engage in and manage the mathematical demands of various situations in adult years. To be numerate is to confidently and effectively use mathematics to meet the everyday demands of life.
- **Able to integrate and apply** shall mean to combine what is learned in the classroom, whether it's theory or technique, with a solution to real-world problems.
- **Skills** and **competencies** shall mean combinations of knowledge, skills and attitudes that students develop and apply for successful learning, living and working. They emphasize aspects of learning that apply within and across all subject areas.
- Academic disciplines shall mean core academic subject areas. The content to be mastered by students in each of these areas is defined by the state and district learning standards.
- Personal growth shall mean how much academic progress a student has made between two points in time.

Interpretation and Indicators Page 3 of 13

- Personal achievement shall mean individual performance based on the mastery of district adopted grade-level academic standards or from grade-level expectations on identified measures/assessments.
- Increasingly challenging levels of complexity shall mean moving along the continuum of learning from acquisition to application.
- Higher order thinking skills of:
 - o **Knowledge** shall mean recognizing and recalling facts.
 - o **Comprehension** shall mean understanding what facts mean.
 - o **Application** shall mean using the facts, rules, concepts, and ideas.
 - o Analysis shall mean breaking down information into component parts.
 - o **Synthesis** shall mean the ability to put parts together to form a new whole.
 - o **Evaluation** shall mean justifying the value of information and ideas.
 - o **Creativity** shall mean the ability to produce new and original ideas, connections, and solutions to problems.
- Increasingly challenging levels of complexity shall mean moving along the continuum of learning from acquisition to application.
- Career & Technical Education (CTE) shall mean a blend of academics and career education into a practical program of workforce preparation that includes Business and Marketing, Family and Consumer Sciences, and Technology and Engineering.
- **Community Based** shall mean learning experiences organized by the district and an outside organization(s) that may occur in a school setting or out within the local community.
- Work Based Learning shall mean a sustained interaction with industry or community professionals in real workplace settings, to the extent practicable, or simulated environments at an educational institution that foster in-depth, firsthand engagement with the tasks required in a given career field that are aligned to curriculum and instruction.
- Career Based Learning Experience shall mean Academic and Career Planning business-connected experiences and opportunities that allow K-12 students to participate in career awareness, career exploration, or career development.
- Industry Recognized Credential shall mean a verification of an individual's qualification or competence.
- PAES Lab shall mean the Practical, Assessment, Exploration System Lab assessment. The PAES lab serves students who have learning disabilities, mild to moderate cognitive disabilities, hearing loss, physical disabilities, as well as developmental and multiple disabilities by providing a profile of job performance and workplace skills that generalize to the expectations of a variety of employment options.

Interpretation and Indicators Page 4 of 13

Indicators to be Used:

- AASD CTE Elective Participation (9-12) Enrollment of AASD students in grades 9-12 within the areas of Business and Marketing, Family and Consumer Sciences and Technology and Engineering.
- Community-based Career Based CTE Opportunities for AASD Students (7-12) The number of community-based offerings that AASD students have access to and the number of students participating.
- Work Based Learning Participation: Enrollment of AASD students in grades 11-12 within the areas of Youth Apprenticeship and CTE Internship.
- Industry Recognized Credential: The number of AASD students in grades 11-12 earning an Industry Recognized Credential.

Definition of Terms:

- Identified Demographic Groups
 - o EL (English Learners)
 - o Not EL (All other students who are not English Learners)
 - o SWD (Students with Disabilities)
 - o SWOD (Students without Disabilities)
 - o Black
 - o White
 - o Native American
 - o Asian
 - o Hispanic or Latino
 - o Native Hawaiian or Pacific Islander
 - o Two or More Races
 - o Economically Disadvantaged
- Gaps The disparity in academic performance or participation between groups of students
- FAY Full academic year of enrollment. This is specific to students with "continuous enrollment beginning within the first ten days of the school year without an enrollment lapse of ten or more consecutive days.
- Cohort Analysis Examines longitudinal data for the same group of students over a period of time
- Program Analysis Examines longitudinal data for the <u>same grade level</u> over a period of time

SUPERINTENDENT Targets for Reasonable Progress:

Interpretation and Indicators Page 5 of 13

We will know we have made reasonable progress when:

AASD Career & Technical Education Participation - Grades 9-12 (Program Analysis)

We will increase the percentage of 9-12 students within identified demographic groups participating in AASD Career & Technical Education Courses by X% (Baseline will be determined of demographic representation in CTE Electives 9-12 in order to finalize intended outcomes)

	Overall percentage of District Students (9-12)	2021-22 % Enrolled in Family & Consumer Science Pathway (9-12)	2022-23 % Enrolled in Family & Consumer Science Pathway (9-12)
EL (English Learners)	9.7%	Baseline to be determined in 2021-22	
SWD (Students with Disabilities)	17.0%	Baseline to be determined in 2021-22	
White	66.3%	Baseline to be determined in 2021-22	
Black	4.9%	Baseline to be determined in 2021-22	
Native American	0.7%	Baseline to be determined in 2021-22	
Asian	12.2%	Baseline to be determined in 2021-22	
Hispanic or Latino	11.4%	Baseline to be determined in 2021-22	
Native Hawaiian or Pacific Islander	0.2%	Baseline to be determined in 2021-22	
Two or More Races	4.3%	Baseline to be determined in 2021-22	

Interpretation and Indicators Page 6 of 13

Female	48.9%	Baseline to be determined in 2021-22	_
Male	51.1%	Baseline to be determined in 2021-22	

	Overall percentage of District Students (9-12)	2020-21 % Enrolled in Business & Marketing Pathway (9-12)	2022-23 % Enrolled in Business & Marketing Pathway (9-12)
EL (English Learners)	9.7%	Baseline to be determined in 2021-22	
SWD (Students with Disabilities)	17.0%	Baseline to be determined in 2021-22	
White	66.3%	Baseline to be determined in 2021-22	
Black	4.9%	Baseline to be determined in 2021-22	
Native American	0.7%	Baseline to be determined in 2021-22	
Asian	12.2%	Baseline to be determined in 2021-22	
Hispanic or Latino	11.4%	Baseline to be determined in 2021-22	
Native Hawaiian or Pacific Islander	0.2%	Baseline to be determined in 2021-22	
Two or More Races	4.3%	Baseline to be determined in 2021-22	
Female	48.9%	Baseline to be determined in 2021-22	

Interpretation and Indicators Page 7 of 13

Male	51.1%	Baseline to be determined in 2021-22	
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	Overall percentage of District	2020-21	2022-23
	Students (9-12)	% Enrolled in Technology & Engineering Pathway (9-12)	% Enrolled in Technology & Engineering Pathway (9-12)
EL (English Learners)	9.7%	Baseline to be determined in 2021-22	
SWD (Students with Disabilities)	17.0%	Baseline to be determined in 2021-22	
White	66.3%	Baseline to be determined in 2021-22	
Black	4.9%	Baseline to be determined in 2021-22	
Native American	0.7%	Baseline to be determined in 2021-22	
Asian	12.2%	Baseline to be determined in 2021-22	
Hispanic or Latino	11.4%	Baseline to be determined in 2021-22	
Native Hawaiian or Pacific Islander	0.2%	Baseline to be determined in 2021-22	
Two or More Races	4.3%	Baseline to be determined in 2021-22	
Female	48.9%	Baseline to be determined in 2021-22	
Male	51.1%	Baseline to be determined in 2021-22	

Interpretation and Indicators Page 8 of 13

AASD Career & Technical Education Work Based Learning and Industry Recognized Credential Participation - Grades 11-12 (Program Analysis)

We will increase the percentage of 11-12 students within identified demographic groups participating in AASD Career & Technical Education Courses by X% (Baseline will be determined of demographic representation in CTE Work-based Learning and Industry Recognized Credential Experiences 9-12 in order to finalize intended outcomes)

	Overall percentage of District Students (9-12)	2021-22 % Enrolled in Youth Apprenticeship (11-12)	2022-23 % Enrolled in Youth Apprenticeship (11-12)
EL (English Learners)	9.7%	Baseline to be determined in 2021-22	
SWD (Students with Disabilities)	17.0%	Baseline to be determined in 2021-22	
White	66.3%	Baseline to be determined in 2021-22	
Black	4.9%	Baseline to be determined in 2021-22	
Native American	0.7%	Baseline to be determined in 2021-22	
Asian	12.2%	Baseline to be determined in 2021-22	
Hispanic or Latino	11.4%	Baseline to be determined in 2021-22	
Native Hawaiian or Pacific Islander	0.2%	Baseline to be determined in 2021-22	
Two or More Races	4.3%	Baseline to be determined in 2021-22	

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Female	48.9%	Baseline to be determined in 2021-22	
Male	51.1%	Baseline to be determined in 2021-22	

	Overall percentage of District Students (9-12)	2020-21 % Enrolled in CTE Internship (11-12)	2022-23 % Enrolled in CTE Internship (11-12)
EL (English Learners)	9.7%	Baseline to be determined in 2021-22	
SWD (Students with Disabilities)	17.0%	Baseline to be determined in 2021-22	
White	66.3%	Baseline to be determined in 2021-22	
Black	4.9%	Baseline to be determined in 2021-22	
Native American	0.7%	Baseline to be determined in 2021-22	
Asian	12.2%	Baseline to be determined in 2021-22	
Hispanic or Latino	11.4%	Baseline to be determined in 2021-22	
Native Hawaiian or Pacific Islander	0.2%	Baseline to be determined in 2021-22	
Two or More Races	4.3%	Baseline to be determined in 2021-22	
Female	48.9%	Baseline to be determined in 2021-22	

Interpretation and Indicators Page 10 of 13

Male	51.1%	Baseline to be determined in 2021-22	
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	Overall percentage of District Students (9-12)	2020-21 % Earned an Industry Recognized Credential (11-12)	2022-23 % Earned an Industry Recognized Credential (11-12)
EL (English Learners)	9.7%	Baseline to be determined in 2021-22	
SWD (Students with Disabilities)	17.0%	Baseline to be determined in 2021-22	
White	66.3%	Baseline to be determined in 2021-22	
Black	4.9%	Baseline to be determined in 2021-22	
Native American	0.7%	Baseline to be determined in 2021-22	
Asian	12.2%	Baseline to be determined in 2021-22	
Hispanic or Latino	11.4%	Baseline to be determined in 2021-22	
Native Hawaiian or Pacific Islander	0.2%	Baseline to be determined in 2021-22	
Two or More Races	4.3%	Baseline to be determined in 2021-22	
Female	48.9%	Baseline to be determined in 2021-22	
Male	51.1%	Baseline to be determined in	

Interpretation and Indicators Page 11 of 13

		2021-22			
We will increase the percentage of students in grades 11-12 within special education that are placed into a work-based learning experience with an AASD community partner following successful completion of the PAES (Practical, Assessment, Exploration System Lab by X% (Baseline will be determined from 2021-22 11-12 data in order to finalize intended outcomes)					
	Overall percentage of District Students (9-12)	2021-22 % Enrolled in Work-Based Learning Experience Following PAES Lab Completion (11-12)	2022-23 % Enrolled in Work-Based Learning Experience Following PAES Lab Completion (11-12)		
SWD (Students with Disabilities)		Baseline to be determined in 2021-22			

AASD/Community-based Career & Technical Education Opportunities - Grades 7-12 (Program Analysis)

We will increase the number of AASD/Community-based Career and Technical Education Opportunities for 7-12 students by X% (Baseline will be determined during the 2021-22 school year in order to finalize intended outcomes)

	Career-based Learning 2021-22	Career-based Learning 2022-23
Number Middle School Opportunities (7-8)	Baseline to be determined in Spring 2022	
Number High School Opportunities (9-12)	Baseline to be determined in Spring 2022	

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SUPERINTENDENT Evidence of Reasonable Progress:					
Board Comments:					

Interpretation and Indicators Page 13 of 13

Appleton Area School District Results Interpretation & Indicators Document R-2.1.9 Financial Literacy

SUPERINTENDENT CERTIFICATION:

With respect to Results Policy 2.1.9 Financial Literacy I certify the proceeding interpretations and indicators to be accurate and complete and reasonable.

Executive Summary/Analysis:

The interpretations and indicators, as submitted below, will provide evidence to the Board that the District provides instructional programming that supports students in their personal growth and achievement in increasingly challenging levels of complexity, demonstrating the higher order thinking skills of knowledge, comprehension, application, analysis, synthesis, evaluation and creativity in Financial Literacy. The proposed measures have been selected due to the demonstration of their:

- validity (assessments are designed for the purpose for which we use them),
- reliability (assessments are shown to return consistent results at statistically acceptable levels),
- and **normative data** (results are routinely calibrated against a national sample size in order to verify accuracy of scale scores).

In addition, the proposed measures directly support the District's Continuous School Improvement Process as illustrated through the annual AASD Scorecard.

Signe	d: Date:
	Superintendent
BOAR	RD ACTION:
With r	respect to Results Policy 2.1.9 Financial Literacy, the Board:
	Accepts the Superintendent's interpretation and indicators as reasonable
	Accepts the Superintendent's interpretation and indicators as reasonable, with noted exceptions
	Finds the Superintendent's interpretation and indicators to be not reasonable
Comn	nendations and/or Recommendations, if any:

Interpretation and Indicators Page 1 of 7

Signed:Board President	Date:
Document submitted:	
Re-submitted:	

Interpretation and Indicators Page 2 of 7

R-2.3 Results Policy: Academic Performance		
Each student will be literate, numerate, and able to integrate and apply the knowledge, skills, and competencies acquired across all academic disciplines. 2.1 Each student will demonstrate personal growth and achievement in increasingly challenging levels of complexity, demonstrating the higher order thinking skills of knowledge, comprehension, application, analysis, synthesis, evaluation and creativity when enrolled in disciplines, including: 2.1.9 Financial Literacy	In Compliance	Not In Compliance

SUPERINTENDENT Interpretation:

- **Each student** shall mean all Full Academic Year (FAY) students enrolled 5K-12 in the Appleton Area School District. Every Student, Every Day.
- **Literate** shall mean the ability to read, write, speak, and listen in ways that will allow us to communicate effectively to a variety of different audiences and to make sense of the world.
- **Numerate** shall mean the ability to access, use and interpret and communicate mathematical information and ideas, to engage in and manage the mathematical demands of various situations in adult years. To be numerate is to confidently and effectively use mathematics to meet the everyday demands of life.
- **Able to integrate and apply** shall mean to combine what is learned in the classroom, whether it's theory or technique, with a solution to real-world problems.
- **Skills** and **competencies** shall mean combinations of knowledge, skills and attitudes that students develop and apply for successful learning, living and working. They emphasize aspects of learning that apply within and across all subject areas.
- Academic disciplines shall mean core academic subject areas. The content to be mastered by students in each of these areas is defined by the state and district learning standards.
- Personal growth shall mean how much academic progress a student has made between two points in time.

Interpretation and Indicators Page 3 of 7

- Personal achievement shall mean individual performance based on the mastery of district adopted grade-level academic standards or from grade-level expectations on identified measures/assessments.
- Increasingly challenging levels of complexity shall mean moving along the continuum of learning from acquisition to application.
- Higher order thinking skills of:
 - o **Knowledge** shall mean recognizing and recalling facts.
 - o **Comprehension** shall mean understanding what facts mean.
 - o **Application** shall mean using the facts, rules, concepts, and ideas.
 - o Analysis shall mean breaking down information into component parts.
 - o **Synthesis** shall mean the ability to put parts together to form a new whole.
 - o **Evaluation** shall mean justifying the value of information and ideas.
 - o **Creativity** shall mean the ability to produce new and original ideas, connections, and solutions to problems.
- Increasingly challenging levels of complexity shall mean moving along the continuum of learning from acquisition to application.
- Financial Literacy shall mean the ability to understand, evaluate, and communicate information about money and financial services.
- **Community Based** shall mean learning experiences organized by the district and an outside organization(s) that may occur in a school setting or out within the local community.
- **Money Management** shall mean the ability to plan, develop, use, and maintain a personal budget in order to make quality financial choices and decisions.

Indicators to be Used:

- In order to measure Community Based Experiences we will list the number of community partners and the number of students served. The Community Based Experiences may be either comprehensive or select.
 - o Comprehensive Programs and Strategic Alignment with Community Partners
 - District-wide comprehensive programs are strategically placed at a grade level and/or content strand to take advantage of the age appropriateness of the material and alignment to Financial Literacy and academic content

Interpretation and Indicators Page 4 of 7

standards.

- o Select Programs.
 - These programs are offered cooperatively by the District and community partners. These programs are site specific depending on the particular criteria and parameters determined by either the partner, or teacher/school request.
- Grade Reports will be used at the end of the semester to report the grades students earned.

Definition of Terms:

- Identified Demographic Groups
 - o EL (English Learners)
 - o Not EL (All other students who are not English Learners)
 - o SWD (Students with Disabilities)
 - o SWOD (Students without Disabilities)
 - o Black
 - o White
- Gaps The disparity in academic performance between groups of students
- FAY Full academic year of enrollment. This is specific to students with "continuous enrollment beginning within the first ten days of the school year without an enrollment lapse of ten or more consecutive days.
- Cohort Analysis Examines longitudinal data for the same group of students over a period of time
- **Program Analysis** Examines longitudinal data for the <u>same grade level</u> over a period of time

SUPERINTENDENT Targets for Reasonable Progress:

We will know we have made reasonable progress when:

Course Grades - Financial Literacy Courses - Grades 11-12 (Program Analysis)

We will decrease the percentage of students earning a D or F in Introduction to Economics for identified demographic groups in grades in 11-12 by X%

	2021-22	2021-22	2022-23	2022-23
	%D	%F	%D	%F
Demographic Group TBD	(to be determined in	(to be determined in		

Interpretation and Indicators Page 5 of 7

	Spring 2022)	Spring 2022)	
Demographic Group TBD	(to be determined in Spring 2022)	(to be determined in Spring 2022)	
Demographic Group TBD	(to be determined in Spring 2022)	(to be determined in Spring 2022)	
Demographic Group TBD	(to be determined in Spring 2022)	(to be determined in Spring 2022)	

We will decrease the percentage of students earning a D or F in Personal Financial Management for identified demographic groups in grades in 11-12 by X%.

	2021-22 %D	2021-22 %F	2022-23 %D	2022-23 %F
Demographic Group TBD	(to be determined in Spring 2022)	(to be determined in Spring 2022)		
Demographic Group TBD	(to be determined in Spring 2022)	(to be determined in Spring 2022)		
Demographic Group TBD	(to be determined in Spring 2022)	(to be determined in Spring 2022)		
Demographic Group TBD	(to be determined in Spring 2022)	(to be determined in Spring 2022)		

AASD/Community-based Financial Literacy Opportunities - Grades 4-12 (Program Analysis)

We will **increase the number of AASD/Community-based Financial Literacy Opportunities for 4-12 students by X%** (Baseline will be determined during the 2021-22 school year in order to finalize intended outcomes)

	2021-22 Financial Literacy Opportunities (Baseline)	2022-23 Financial Literacy Opportunities
Grade 4-6	Baseline to be determined in Spring 2022	

Interpretation and Indicators Page 6 of 7

Grades 7-8	Baseline to be determined in Spring 2022				
Grades 9-12	Baseline to be determined in Spring 2022				
We will increase the number of AASD/Community-based Money Management Opportunities for 9-12 students by XX% (Baseline will be determined during the 2021-22 school year in order to finalize intended outcomes)					
	2021-22 Money Management Opportunities (Baseline)	2022-23 Money Management O	pportunities		
Grades 9-12					
SUPERINTENDENT Evidence of Reasonable Progress:					
Board Comments:					

Interpretation and Indicators Page 7 of 7

ITEMS FOR CONSIDERATION

Topic: 2021-2022 Grants

Background Information:

The Appleton Area School District has been awarded various grants for the 21-22 fiscal year. The name and amount of each grant is listed below:

Fund 11

Elementary and Secondary School Emergency Relief Fund (ESSER) III \$15,022,519.00

Fund 27

ARPA – IDEA Preschool \$ 94,024.00

Administrative Recommendation: Approval

Elementary and Secondary Emergency Relief Fund (ESSER) III — This is a Federal grant that is passed through the Department of Public Instruction and awarded the Appleton Area School District in the amount of \$15,022,519. This grant program is authorized under the American Rescue Plan (ARP) Act, and provides additional money to prevent, prepare for and respond to COVID 19. The ESSER III grant period is March of 2020- September of 2024.

<u>ARPA – IDEA Preschool</u> – The Department of Public Instruction has awarded the ARPA - IDEA Preschool grant to the Appleton Area School District in the amount of \$94,024. This provides funds for special education services to children ages 3-5. Funds may be used for staffing, educational materials, equipment, and other costs to provide special education and related services, as well as supplementary aids and services, to children with disabilities.

Contact: Greg Hartjes, 997-1399 ext. 2029

Board Action: January 10, 2022





NOTIFICATION OF FEDERAL GRANT SUBAWARD

PI-1138 (Rev. 07-16)

General Subaward Information (2 CFR §200.331(a))

	SUBAWARD INFORMATION					(4) 图象 (图7) 图 第2年	
DPI Grant Name				.0			
Elementary and Secondary Sch	ool Emergenc	y Relief F	und III				
Subrecipient Information							8
Agency Name							Agency Code
Appleton Area School District							440147
DUNS Name						DUNS No	
Appleton Area School District							106638786
Amount of Federal Funds Obligate	ed By This Ac	tion T	otal Amount	of Federal Funds	Obligated	Total A	approved Cost Sharing or Matching
\$15,022,519.00			\$15,022,519.00 (12/7/2021)		0		
			51		.e.		8
DPI Contact Information							
Contact Name First & Last Email A		Email Ad	Address			hone Area Code/No	
Michael Dennison michael		michae	ael.dennison@dpi.wi.gov (6			(608) 264-6717	
Team				DPI Grant Number	er		
				2022 - 440147	- DPI - ESSER	FIII - 16	65
DPI Source Code DPI Project Code		Research & Development Grant					
730 165			⊠ No □] Yes		
Subaward Period of Performa		erformance		Indirect Rate 7	ype		
Subaward Date Mo/Day/Yr	Start Date Mo/Day/Yr End Da		End Dat	e Mo/Day/Yr	r Restricted		Subrecipient's Indirect Rate
12/7/2021	3/13/2020 9/30/2		9/30/2	024	□ Unrestrict	ted	11.50%

RECIPIENT INFORMATION

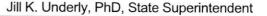
Recipient Name, Mailing Address, City, State, Zip Appleton Area School District 122 E. College Ave. Suite 1A Appleton, WI 549122019

ADDITIONAL SUBAWARD INFORMATION

Other information pertaining to the subrecipient

TO LEAST COMMENCE AND	FEDERAL AWARD INFORM	IATION
Federal Award Name	Name of Federal Agency	
Elementary and Secon	US Dept. of Education	
Federal Award Identification Number (FAIN)		Federal Award Date
S425U210044	12/6/2021	
Current Total Federal Award Amount		Expected Total Federal Amount
\$1,541,857,439.00		\$1,541,857,439.00
CFDA Number	CFDA Name	CFDA Amount Made Available
84.425U	Education Stabilization Fund	\$1,541,857,439.00

Federal Award Project Description



General Subaward Information (2 CFR §200.331(a))



7/1/2021

NOTIFICATION OF FEDERAL GRANT SUBAWARD

PI-1138 (Rev. 07-16)

SUBAWARD INFORMATION **DPI** Grant Name ARPA - IDEA Preschool Subrecipient Information Agency Name Agency Code Appleton Area School District 440147 **DUNS Name** DUNS No Appleton Area School District 106638786 Amount of Federal Funds Obligated By This Action Total Amount of Federal Funds Obligated Total Approved Cost Sharing or Matching \$94,024.00 \$0.00 \$94,024.00 **DPI** Contact Information Contact Name First & Last **Email Address** Phone Area Code/No rachel.zellmer@dpi.wi.gov Rachel Zellmer (608) 266-1787 Team DPI Grant Number 2022 - 440147 - DPI - ARPAIDEAPS - 346 Special Education - Division for Learning Support Research & Development Grant **DPI Source Code DPI Project Code** ☐ Yes 730 346 Indirect Rate Type Subaward Period of Performance Restricted Subaward Date Mo/Day/Yr Start Date Mo/Day/Yr End Date Mo/Day/Yr Subrecipient's Indirect Rate

6/30/2022

7/1/2021

Unrestricted

3.48%

RECIPIENT INFORMATION

Recipient Name, Mailing Address, City, State, Zip Appleton Area School District 122 E. College Ave. Suite 1A Appleton, WI 549122019

ADDITIONAL SUBAWARD INFORMATION

Other information pertaining to the subrecipient

FEDERAL AWARD INFORMATION				
Federal Award Name		Name of Federal Agency		
ARPA - IDEA Preschool		US Dept. of Education		
Federal Award Identification Number (FAIN)		Federal Award Date		
H173X210070		7/1/2021		
Current Total Federal Award Amount		Expected Total Federal Amount		
\$4,824,234.00		\$4,824,234.00		
CFDA Number	CFDA Name	CFDA Amount Made Available		
00.00A	ТВА	\$4,824,234.00		

Federal Award Project Description

The IDEA Part B formula grant programs (Sections 611 and 619) assist states in providing a free appropriate public education in the least restrictive environment for children with disabilities ages 3 through 21.

ITEM FOR CONSIDERATION

Topic: Wisconsin Connections Academy Charter Renewal

Background Information:

Wisconsin Connections Academy (WCA) opened in the fall 2002 as the State's first K-8 virtual, public charter school with just under 200 students and 6 teachers. During the 2011-12 school year, WCA expanded to include grades 9-12. WCA has grown to a consistent enrollment of appropriately 550-650 students and 28 staff members. The contract was amended to include 4-year-old kindergarten beginning with the 2019-20 school year. Due to the COVID-19 pandemic, WCA's contract was extended for one-year in April 2021. Currently, WCA has appropriately 700 students and 29 staff members.

Wisconsin Connections Academy continues to provide a quality public education for students in a non-traditional setting, often their homes. Employing prescribed lessons and standards-based curriculum, WCA teachers and the student's learning coach work as a team to educate the child in core academics, specials (physical education, online technology, art, and music), and several electives.

Students from across the state are afforded enrollment in WCA either by residency within school district boundaries or through Open Enrollment. Field trips and state testing affords WCA teachers the opportunity to meet the students throughout the school year. Online pre-and post-tests (i-Ready) as well as level assessments, such as Benchmarking and Phonological Awareness Literacy Screening (PALS), are used to measure academic growth and level proficiency.

Wisconsin Connections Academy continues to benefit from the support of an active board of directors, Wisconsin Connections Academy, Inc. WCA also continues to benefit from an agreement with a national education vendor, Connections Education, LLC dba Pearson Virtual Schools USA, who provides support for school offerings and staff needs.

Fiscal Note:

As per the AASD Board of Education practice, the per-pupil expenditure for charter schools will be the same as the per-pupil expenditure for neighborhood school sites.

Instructional

Impact: Charter schools help to provide another educational option to meet the

individualized needs of each student. WCA is able to provide students with a

complete comprehensive 4K-12 personalized educational experience.

Administrative

Recommendation: Approval of the Wisconsin Connections Academy Charter Renewal

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BOE: 01/10/22

CHARTER SCHOOL CONTRACT BETWEEN THE APPLETON AREA SCHOOL DISTRICT AND WISCONSIN CONNECTIONS ACADEMY

THIS AGREEMENT is made by and between the Board of Education of the Appleton Area School District ("AASD"), 131 E. Washington St., Suite 1A, Appleton, WI 54911 and Wisconsin Connections Academy, INC ("WCA"), 350 W. Capitol Drive, Appleton, Wisconsin, 54911

WHEREAS, the Board of Education is authorized pursuant to Wisconsin Statute 118.40(2m)(a), to contract with an individual or group to operate a school as a charter school; and,

WHEREAS, the Board of Education wishes to grant to Wisconsin Connections Academy a charter to operate as a charter school pursuant to Wisconsin Statute §118.40(2m)(a),

WHEREAS, WCA and AASD have previously entered into a charter school contract dated May 2002 and June 2007, to operate a charter school for grades K through eight. In November 2010, WCA and AASD entered into a charter contract to operate a charter school for grades K through 12, which was amended by the Parties on February 28, 2012, December 21, 2012, and November 30, 2013. In April 2016, WCA and AASD entered into a charter contract to operate a charter school for grades K through 12, which was amended by the Parties on January 14, 2019 to include 4-year-old kindergarten and April 5, 2021 to renew the charter agreement for one year.

NOW, THEREFORE, the parties agree as follows:

1. <u>Definitions.</u>

When used in this Agreement, the following definitions shall apply:

- a. Connections Education, LLC ("CE") dba Pearson Virtual Schools USA ("Pearson") is a private sector company that shall be integrated into the core of WCA through a public-private partnership. WCA will continue to contract for management, curriculum, technology and support services from Pearson, a private enterprise that will also provide technical assistance for WCA under an agreement between Pearson and WCA, a copy of which is attached to this agreement as Exhibit A and is hereby incorporated herein by reference.
- **Establishment.** The entity seeking to establish the Charter School is the Wisconsin Connections Academy, Inc.
- 3. <u>Administrative Services.</u> At its sole cost and expense, AASD will provide administrative services to support all School District employees and all enrolled pupils at WCA in the same manner as other AASD schools, including but not limited to: purchasing, accounts payable, accounting, bookkeeping, risk management, auditing, cash management, payroll, benefits administration, pupil services, recordkeeping, reporting and other compliance monitoring and fulfillment, building and grounds maintenance, and testing of students. To the extent that AASD requires information maintained only by WCA to complete the reporting and compliance monitoring

requirements hereunder, AASD will, no later than June 15 prior to the start of any school year, provide WCA with a list of all information required and WCA will provide full and accurate responses no later than September 1. AASD will at all times remain the sole employer of all personnel engaged in providing administrative services. All services set forth/outlined not in the budget will be provided by the AASD in a like manner as provided to the other schools.

- **4. Instrumentality**. WCA will be an instrumentality of the AASD.
- 5. <u>Educational Program.</u> The following is a description of the WCA educational program of the school and methods used to enable pupils to attain the educational goals under Wis. Stat. § 118.01. WCA shall notify the AASD in a timely manner in the event of a change in instruction method.

WCA enrolls students in four-year-old kindergarten through twelfth grade. WCA will provide educational services to enrolled students for a minimum of one hundred fifty (150) school days each year. The educational program of WCA will consist of these main features:

a. <u>Personalized Education Utilizing Standards-Based Curriculum.</u> WCA teachers will focus on personalizing each child's education.

Four-Year-Old Kindergarten: At the start of each school year, WCA staff will make an introductory call to each student and the student's learning coach to discuss goals and desired outcomes for the school year. This discussion continues throughout the school year with monthly contact, which will assist in personalizing the education offered to the student by WCA through curriculum that promotes hands on learning. The curriculum will include a combination of hands on materials such as storybooks, activity books, music, small motor manipulatives, and art activities. In addition, each student will be provided the support of a learning management system to foster online communication and collaboration, including an assignment management and tracking tool to ensure academic progress.

Kindergarten through Eighth Grade: This process begins by offering students a personalized placement test to determine the appropriate academic level of education. Students can place at different academic levels than their age-appropriate grade. A distinction and differentiation can be made in the level of math instruction and level of core academic instruction (language arts, science, social studies, and other related courses). At the start of the school year, WCA staff will make an introductory call to each student and his learning coach to discuss goals and desired outcomes for the school year. This discussion continues throughout the school year with monthly contact, which will assist in personalizing the education offered to the student by WCA through the standards-based curriculum:

 A rich combination of textbook-based and/or online curriculum aligned to statestandards will be used. The choice of providing print or online content or both will be made at the discretion of WCA and in accordance with its agreement with Pearson.

- Technology-based curriculum activities to enliven and enrich learning.
- Electives options beginning in kindergarten.
- Online communication and collaboration tools, including an assignment management and tracking tool (Pearson Virtual Classroom) to ensure academic progression.
- Technology Literacy class at each grade level.
- Pre, mid and post testing to gauge student academic growth and areas of content/skill mastery for grades K through eight.

Ninth through Twelfth Grade: WCA provides a balanced, challenging high school experience focused on students pursuing paths that lead to success, whether via college major or career choice. Their personalized paths are monitored along the way by the student, parents, WCA teacher, and other WCA support staff. The curriculum provides a comprehensive high school program with different levels of academic coursework. The different levels are designed to meet state standards and provide students a rigorous curriculum. The levels enable differentiation based on student needs and career goals. WCA students work with their teachers and other support staff to determine appropriate course level placement. Careful monitoring of the high school program from all the stakeholders helps students meet both their academic and non-academic goals. This monitoring will continue throughout the school year, which will assist in personalizing the education offered to the student by WCA through the standards-based curriculum:

- The Wisconsin content standards-aligned high school curriculum integrates digital version of textbooks from major publishers enhanced by multimedia, interactive materials, communication/conferencing tools, and team projects.
- Substantial teacher-directed instruction through synchronous and asynchronous e-learning tools.
- Courses typically include extensive use of Teachlets® tutorials, the highly interactive, asynchronous tutorials that incorporate graphics, video, and audio to show students the concepts and ideas they will need to complete the lessons.
- Online communication and collaboration tools, including an assignment management and tracking tool (Pearson Virtual Classroom) to ensure academic progression.
- Courses incorporate graded asynchronous online discussions which are required for all students.
- b. <u>A Flexible Learning Day.</u> WCA includes a combination "real-time" (synchronous) learning experiences and "flex-time" (asynchronous) activities, students and their learning coaches can structure the school day to best meet the student's learning needs. For example, an activity originally expected to account for one hour of a student's day for three days running may be extended to three hours in one day.

Students and their learning coaches can also call on teaching resources as needed during their flexible learning day. WCA teachers will be available to provide direct student instruction for at least the applicable number of hours specific in Wis. Stat. § 121.02(1)(F)(2) each school year. No more than ten (10) hours of instruction in a 24-hour time period can count towards this requirement. WCA teachers will also be on hand during the regular school day to respond to requests as well as to consult about student progress and suggest tailored learning activities.

- c. The Learning Triad. At WCA, students and their parents/guardians are not passive recipients of education, but instead are actively engaged and fully committed members of the learning team along with the certified teaching staff. The Learning Triad (teacher, learning coach, and curriculum) are connected through technology and are centered on meeting the various needs of each child. Teachers respond to inquiries from students and their parents/guardians and learning coaches by the end of the first school day following the day in which an inquiry is received. While the learning coach may be any adult responsible for the student's care parent, grandparent, hired tutor, and the like that person's commitment to the WCA learning process cannot be compromised. The same is true of the teachers and WCA students themselves.
- d. Robust Technology. To reach individual students effectively in a variety of alternative learning settings, the WCA instructional program will offer a laptop computer to each student enrolled in grades kindergarten through twelve loaned at no cost and configured with appropriate software, a subsidy for an Internet connection and diagnostic tools for aiding in technical support. Additionally, the computer will be the basic organization device for assessing, managing and tracking the students learning online and offline. Any household will be limited to a single Internet subsidy even if there are multiple students in the household enrolled in WCA.
- e. <u>Pearson Virtual Classroom.</u> WCA will continue to provide an online tool for the administration, delivery and support of the instructional offerings.
 - Each type of user such as the student, learning coach, teacher and others as appropriate - will have a unique username and password to the personalized resources within Pearson Virtual Classroom.
 - Within Pearson Virtual Classroom are resources for students, learning coaches, and teachers to schedule and track student assignments and assessments as they move from in progress to completed and submitted.
 - Pearson Virtual Classroom also provides a secured webmail connection between students, learning coaches, and teachers, as well as educational links for enhanced learning and options for remediation.
 - Additionally, the WCA homepage (which may include links to this information on its contracted service providers web site) will provide general information on the school to any viewer without authentication (including school information, state-related links, enrollment information, etc.)
- f. <u>Graduation Requirements.</u> Students graduating from WCA are required to pass the state required civics graduation exam and meet the following requirements:

Communication Arts: 4 credits

Mathematics: 3 credits

Earth or Physical Science: 1 credit

Biology: 1 credit

Other Science: 1 credit

American Government: 1 credit

World History: 1 credit U.S. History: 1 credit Fine Arts: 1 credit Health: 0.5 credit

Physical Education: 1.5 credits Personal Finance: 0.5 credit

Electives: 6.5 credits

Total: 23 Credits

In order for the credit requirements to be met, students in grades nine through eleven are required to take a minimum of 6 credits a year, while students in grade twelve are required to take a minimum of 5 credits. Graduating students will be granted a diploma through WCA and the AASD.

- g. <u>Pupil Services.</u> Regular and special needs students will be provided for on the same basis as for other district students, but curriculum content may be modified for charter students to more closely follow WCA's curriculum. AASD is responsible for supplying any additional materials or staff required to accommodate such students.
- **Methods of Measuring Student Progress.** WCA shall use the following local measures, assessments and standardized tests to measure pupil progress. WCA will participate in the District's Continuous School Improvement Planning (CSIP) and reporting process.
 - Student Goal 1--Increase student achievement in state standardized assessments.
 - (1) Objective: The percentage of WCA students scoring proficient or advanced in English Language Arts on the state assessment will meet or exceed AASD and/or state averages.

Assessment: WSAS Assessments or any future state assessments

(2) Objective: The percentage of WCA students scoring proficient or advanced in mathematics on the state assessment will meet or exceed AASD and/or state averages.

Assessment: WSAS Assessments or any future state assessments

- b. Student Goal 2--Increase student achievement on longitudinal assessments.
 - (1) Objective: When completed with the pre-test, the post-test provides a measure of academic growth gains over the school year.

Assessment: longitudinal assessments or any future assessments

- Student Goal 3--Graduation Rate.
 - (1) Objective: Ninety-five percent of students who start their Department of Public Instruction (DPI) cohort and remain at WCA will graduate in four years.
 - Objective: Ninety percent of students who start their high school cohort in another school will earn at least six credit each year (five credits in final year).
 Assessment: Graduation requirements.
- e. WCA shall report progress on IEPs in accordance with the IDEA and AASD administrative practices.
- f. WCA shall administer other assessments as required under state and federal law, and as directed by AASD.
- g. WCA shall provide AASD records as required to document compliance with state and federal law.

7. **Governance Structure.**

a. <u>Governance Board</u>. A Governance Board consisting of staff, parents, and community members will govern the school (the "WCA Governance Board"). The WCA Governance Board will determine and oversee the mission and strategic plan, coordinate public relations strategies, establish policies as well as, oversee and approve the budget of the school subject to the terms of this Agreement and specific authorization by AASD. No individual member of a Charter School Governance Board has the right or authorization to individually exercise the rights listed below. The WCA Governance Board will convene a parent advisory council, which shall meet on a regular basis, and the selection process for which shall be determined by the WCA Governance Board consistent with Wis. Stat. §118.40(8)(e).

The Governance Board has the rights, subject to the terms and limitations of this Charter Agreement, necessary pursuant to state law to carry out the terms of this Charter Agreement, including:

- 1) to determine and oversee the mission and strategic plan;
- 2) to set the educational philosophy of WCA;
- 3) to establish and oversee curriculum;
- 4) to establish and oversee school guidelines and policies not to exceed its authority granted herein;
- to oversee and approve the school budget not to exceed its authority granted herein;
- 6) to coordinate public relations strategies;

- 7) to make recommendations related to employment decisions within the current supervision and evaluation process for AASD employees;
- 8) to ensure compliance with this Agreement not to exceed its authority granted herein;
- 9) to appoint the requisite number of WCA members to its committees, in accordance with WCA bylaws;
- 10) to receive and disburse funds, subject to Section 13 of this Agreement;
- to secure appropriate insurance, which it has done pursuant to Section 18 of this Agreement;
- to enter contracts for technical or financial assistance, academic support, curriculum review or other services, which it has done and is subject to Section 13 of this Agreement;
- to incur debt in reasonable anticipation of funds, subject to Section 13 of this Agreement;
- to pledge, assign or encumber its assets to be used for loans, subject to Sections 13, 18 and 19 of this Agreement;
- to solicit and accept gifts or grants for school purposes, subject to Sections 13 and 18 of this Agreement;
- 16) to acquire real property for its use, subject to Sections 13, 18 and 19 of this Agreement; and
- to sue and be sued in its own name, subject to limitations under this Agreement and state law.
- 18) Such other matters as the WCA may deem necessary or appropriate with regard to the operations or affairs of WCA, but not to exceed the authority granted by the AASD under the terms of this Agreement and state and federal law.
- b. <u>Dean of Students</u>. A Dean of Students will be assigned to WCA by AASD at the sole cost and expense of AASD. The Dean of Students will assist the principal with all grade levels as needed, but the primary focus of WCA's Dean of Students will be to work with students and families at the high school level. WCA's Dean of Students will provide support and assist students with appropriate educational pathways through their high school years. The Dean of Students will meet regularly (minimum once per month) with the assigned principal to provide consistent and collaborative communication.
- c. <u>Principal</u>. A principal will be assigned to WCA by AASD. AASD will appoint the principal in collaboration with the WCA Governance Board. The WCA principal will demonstrate an interest and a commitment to the students as well as the mission and vision of the school. The WCA principal will be appropriately licensed, pursuant to state law.
- d. <u>Governance Board Constitution</u>. Other than issues specifically addressed in this Agreement regarding the WCA Governance Board, the size, method of appointment and constitution of the WCA Governance Board will be as stipulated in the WCA Governance

Board's by-laws. Total membership of the WCA Governance Board shall be comprised of fewer than 50% AASD employees. AASD administrators and AASD Board of Education members will not serve on the WCA Governance Board.

- e. <u>Officers</u>. Election of officers is detailed in the by-laws of the WCA Governance Board.
- f. Meetings. Meetings will be held four times per year (as outlined in the bylaws). A quorum, consisting of a majority of the Voting Members of the WCA Governance Board must be present. Of the members present, fewer than 50% can be AASD employees before business can be transacted. A majority vote of the Voting Members then serving is sufficient for any action, including election of Board Officers. Meetings are open to all staff, parents, students, and community members and participation on standing committees is encouraged.
- g. <u>Annual Report</u>. AASD will create an Annual Report for DPI requirements as the authorizer. The Annual Report may include:
 - (1) state testing results
 - (2) longitudinal assessment results (i.e., MAP, iReady, etc.)
 - (3) enrollment data
 - (4) attendance data
 - (5) financial report
 - (6) student academic progress
 - (7) graduation rate

The Charter School may provide the district additional data the Governance Board may feel pertinent. Furthermore, this annual report will be available to the Board of Education and the community.

8. Parental and Community Involvement.

The WCA Governance Board will organize and instruct parents to take an active role in the school and create a supportive parent network through the following activities:

Parent/guardian involvement continues to be the centerpiece of WCA's concept. Each student's parent (or guardian or other caring adult responsible for the student) serves as the learning coach consulting frequently with the teachers, guiding the students learning, and helping keep track of work to be done and completed. WCA, with the assistance of AASD and Pearson, shall offer ongoing training and support to help learning coaches carry out their important role. In addition to the Parent Advisory Council, parents/guardians will be involved in WCA by having representation on WCA's Governance Board. Parent/guardian involvement is promoted by providing to each parent/guardian for each student enrolled with WCA the following information in writing: the name of and how to contact each member of the school board that contracted with WCA for the establishment of WCA; the name of and how to contact each

member of the Governance Board; the names of and how to contact the members of the Parent Advisory Council; the name of and how to contact the WCA staff.

- a. Kindergarten through twelfth grade students enrolled in WCA will have accounts with Pearson Virtual Classroom; be able to webmail within a secure medium, attend virtual classes, create posts on message boards, and fully utilize available technology under the supervision of their learning coach.
- b. WCA students continue to be members of a variety of communities; the community of their extended family, the geographic community in which they live, the community of Pearson, and the broader world to which we are all connected. WCA's instructional program makes available these communities into students learning in several ways:
 - School organized field trips and other school events held in different towns and at different locations around the state;
 - Encouraging local community service activities that allow students to apply their academic skills while interacting with other WCA students in their immediate geographic areas;
 - Strategically hosted state testing sites that afford students and parents the opportunity to meet teachers and connect with each other.
 - Pearson offers a broad range of clubs and activities that encourages students to pursue their interests.

Most activities are voluntary but certain activities may be required in order to meet AASD or other regulatory requirements.

- c. Parents will receive mid-semester and semester reports on student progress at WCA. Parent-teacher conferences will be held at the close of the first and third quarters. Additional parent-teacher conferences, electronic mail, print correspondence, and telephone contacts will be used on an individual basis to communicate student progress when the parents or teachers feel it is appropriate. Parents have 24/7 access to student grades in Pearson Virtual Classroom.
- d. Students enrolled in WCA will have accounts within Pearson Virtual Classroom; be able to webmail within a secure medium, attend virtual classes, create posts on message boards, and fully utilize available technology under the supervision of their learning coach and WCA teachers.
- e. Parental issues, concerns, questions, and complaints will be handled following these steps:
 - (1) Contact the classroom teacher.
 - (2) If resolution has not been reached at the high school level, WCA's Dean of Students will be contacted. If resolution has not been reached at the elementary/middle school level or if the concern is school wide, proceed to step 3.
 - (3) If resolution is still not reached, the principal will be contacted.

- (4) If resolution is still not reached and based on the issue, the charter school principal will contact the WCA Governing Board or AASD Assistant Superintendent.
- (5) Unresolved issues may be appealed the Superintendent of Schools.
- (6) The final step in the District appeal process is to contact the Board of Education.

9. <u>Faculty Qualifications.</u>

- a. Describe qualifications: Individuals who have a desire to teach at WCA will be teachers who are appropriately licensed pursuant to state law. The positions will be posted to indicate that candidates should demonstrate an interest and a commitment to the students as well as the mission and vision of the school. All provisions of the Employee Handbook for posting and selection of teaching staff will be followed.
- b. Teachers who work at WCA will be employees of the AASD and will be entitled to all rights and privileges afforded other teachers in the District.
- c. Salary and benefits will be structured according to the Pay and Benefits Plan for Professional Employees as established by the AASD Board of Education.
- d. Open positions for WCA will be posted and filled through the staffing process as outlined in the AASD Employee Handbook.
- e. WCA and Principal have discretion on which AASD meetings/trainings teachers will attend, with the exception of mandatory meetings/trainings designated by AASD.
- **Student Health and Safety.** Since WCA is a virtual school, the health and safety standards that generally apply in the traditional public school format may be somewhat inapplicable in this context. However, to the extent that these general regulations apply, all federal, state and local health and safety regulations and building code standards will be followed at all AASD locations at which WCA may be located. In addition, the health and safety policies applicable to all other non-charter schools in the AASD shall apply equally to WCA.

11. Recruitment and Means of Achieving Racial/Ethnic Balance

a. WCA prohibits discrimination and will not discriminate against students on the basis of sex, race, color, religion, age, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, gender identity, gender expression or physical, cognitive, emotional or learning disability in its education programs or activities or any other classification protected by law. WCA official non-discrimination policy will be applied in all operations. Access to WCA will also not be restricted or enhanced by the following: family income, academic performance, English language proficiency, or athletic ability. Equal access will be provided to all students.

- b. WCA will monitor the demographic make-up of the student population. If specific groups are under-represented, outreach efforts will be further customized to raise awareness and generate interest. Examples include holding informational meetings in special locations, providing additional translation or interpretation services, and expanding services to accommodate people with disabilities. Translations and interpretation services will be provided to ensure equal access to all students under the law.
- c. Since WCA is uniquely suited to serve students from across the state of Wisconsin, recruitment will continue to encompass the entire state during the statewide open enrollment period. Every effort will be made to present and to clarify options that are available for students. Due to the state's open enrollment program any child qualified under the laws of Wisconsin for admission to a public school is also qualified for admission, regardless of the school attendance area where the student resides, subject to the approval of both AASD and of the child's resident district. In addition:
 - (1) During the open enrollment period as defined by the Wisconsin Department of Public Instruction, WCA will provide information to parents about the school along with instructions on how to comply with any open enrollment requirements.
 - (2) After WCA provides general information to parents, including making available specifics of the school, all open enrollment forms shall be directed to AASD and will be processed by AASD according to the rule, regulation and procedures established by the AASD Board and the Wisconsin Department of Public Instruction for other choice programs
 - (3) AASD and WCA shall annually agree on the school capacity. There will be discussion on the appropriate mix of recruitment measures, the plans and materials that will be used during open enrollment period prior to distribution. Other than processing the open enrollment forms, the cost of other recruitment measures shall be the responsibility of WCA or Pearson.

12. Admission Requirements.

- a. WCA is open to all students of the AASD as well as students applying and accepted through the Wisconsin Inter-District and Out of District Open Enrollment process. Application to and attendance at WCA is voluntary and no tuition is charged. Students who do not wish to attend or are not admitted to WCA may attend their neighborhood schools or seek enrollment in another AASD school per AASD Board policy.
- b. Parents will enroll their children by written or electronic registration form. A parent/guardian is encouraged to attend one informational meeting or visit WCA in order to assure understanding of the nature and work of the school.
- c. If the number of applicants exceeds available positions, a lottery will be employed. The names of students on the waiting list will be recorded in the order in which they were drawn. The waiting list does not roll over from year to year.

- d. WCA will give enrollment preference to current students at WCA. This group will be exempt from the lottery. Siblings of current students will be given preference in the lottery.
- e. Children of WCA full-time staff and governing board members may be given a preference for enrollment but must be limited to no more than 10% of WCA's total enrollment.
- f. Students may enroll and attend during the school year as outlined in the school handbook provided that space permits.
- g. Students must be enrolled in or open-enrolled in the AASD.
- h. Special education students, who apply by the deadline, will be admitted in accordance with state law after a complete review of special education records by the AASD Student Service staff and/or determined by the IEP team. Special needs of students will be met according to the goals of their IEP. The AASD will provide required special education services as appropriate, given the needs of each student's IEP.
- Students with an IEP who apply by the deadline and are selected through the lottery will be enrolled unless FAPE (Free Appropriate Public Education) cannot be provided within the charter program with accommodations and modifications, pursuant to state and federal law.

13. Budget Responsibilities of AASD and the Charter School.

- a. Payment and Logical Support:
 - (1) Equal Funding: WCA clearly understands that AASD support will not be greater or less than the same support given to other AASD schools. As an instrumentality, the AASD will be responsible for salaries and benefits of staff, as well as the lease and associated expenses of WCA space. In addition, WCA receives funding based on the per-pupil formula applied to all schools in the AASD. The WCA Governance Board will oversee, modify, and approve the site budget. All AASD or private contract services will be covered by the AASD with the exception of transportation.
 - (2) <u>Payments from AASD to CE</u>: AASD shall pay to CE, or their designee, a per-pupil fee as provided for in Exhibit B.
 - Material and equipment purchased with gifts, grants, or AASD funds will remain the property of the AASD. All material and equipment will be labeled or marked property of WCA or AASD. It is specifically acknowledged that any curriculum materials and computer equipment leased or licensed from Pearson shall not be the property of WCA or AASD.
 - (3) <u>Logistical Support</u>: AASD will at its sole cost and expense provide and maintain in good working condition at least the following accommodations and services (in amounts and locations reasonably appropriate and sufficient for the duties

with which such personnel are changed) for all personnel engaged in providing any administrative or instructional services under this section: office space; telephone services; data lines; computer hardware, including CPU's, monitors, printers and other suitable peripherals); and office support equipment (including means of photocopying, materials assembly, and the like). AASD will also provide at its sole cost and expense any required licenses for online synchronous conferencing software to all teachers and administrative staff.

b. <u>Purchases</u>: Tangible materials/equipment purchased by Charter Schools with grants or donor dollars will be the property of the Charter School and the AASD and will be labeled as such. If the materials/equipment purchased becomes outdated or inoperable, it will be the Charter School's responsibility to maintain and/or replace this material/equipment according to the District's specifications. If the Charter dissolves, the property reverts to AASD ownership.

All Charter Schools will receive the same level of support for materials/equipment. As such, when the District updates old technology or teaching materials with more current items, the District will do so for the Charter Schools at the same rate as all other schools in the District. Example: If a Charter School purchases additional computers beyond the District's allocation for the building, it is the responsibility of the Charter School to maintain and/or replace them when they become incompatible with the District's operating programs.

- c. <u>Personnel</u>: AASD will provide K-5 teachers at a ratio of approximately 40 students to 1 teacher. Full-time Teacher Equivalents (FTE's) for middle and high school teachers will be allocated to WCA in the same manner as other AASD schools. AASD will provide special education oversight and staff in keeping with the services and programs offered through WCA. AASD will provide a full-time administrator. AASD will, at its cost and expense, also provide a dean of students, secretarial support, a building engineer, and other personnel as supported by the district.
- d. <u>Administration</u>: Administrative services will be provided in the same manner as other AASD schools, including but not limited to: accounting, bookkeeping, risk management, auditing, cash management, payroll, benefits, administrations, labor relations, enrollment pupil services, record keeping, and general testing of students.
- e. <u>Curriculum</u>: Curriculum will be developed by Pearson/WCA with input and/or assistance of WCA personnel and will align to Wisconsin State Standards. Four-year-old curriculum will be developed with the input and/or assistance of the AASD Director of 4K. A quality 4K curriculum at WCA will be sustained through AASD textbook replacement/adoption funds. Other expense incurred through the curriculum development process will be offset by alternate sources of funding, i.e. those not covered in technology upgrades or other curricular purchases.
- f. <u>Liability Insurance</u>: As an instrumentality of the AASD, the WCA will fall under the umbrella of the AASD's liability insurance.

- g. <u>Co-curricular Activities</u>: All WCA students may participate on athletic teams and may be active members of other clubs and organization, as appropriate to their grade levels. If the student resides in AASD boundaries, then the student may participate in what would be considered his/her "home" school. If the student does not reside within AASD boundaries, the student may participate in the AASD school considered closest to the student's physical address as a crow would fly. In addition, WCA students may also participate in any co-curricular offered by WCA. The activities will be offset by current AASD allocations and other funding sources.
- h. <u>Pupil Services</u>: Pupil services will be provided through AASD staff assigned to the school's facility and subject to paragraph 21 herein.
- i. <u>Custodial Services</u>: Custodial and maintenance services will be provided by the AASD at the school's facility.
- j. <u>Testing and Assessment</u>: State and Federal testing and assessment that is administered by the AASD will be the same for WCA students as is given to students at other AASD schools.
- k. <u>Grant Funds</u>: Grant funds will be used to support travel and professional development budget for WCA to attend educational workshops and other professional development conferences that are aligned to the mission and goals of WCA.
- I. <u>Health and Safety</u>: WCA will rely upon AASD nursing staff and trained staff to provide the necessary resources. WCA will abide by all local, state, and federal laws regarding health and safety standards.

14. Student Behavior and Discipline Model.

- a. The discipline system for WCA will consist of the following steps:
 - 1) The teacher will make student contact that will immediately address the inappropriate behavior.
 - 2) The teacher will meet with the student to address the behavior and discuss appropriate alternative behaviors.
 - The student's teacher will meet with student and parents to discuss continuing behavioral problems and potential solutions.
 - 4) The principal and/or dean of students will contact the student and parents to discuss continuing behavioral problems and potential solutions.
- b. The WCA Governance Board reserves the right to create and/or approve a WCA Code of Conduct Policy.
- c. Behaviors that require suspension, removal from class (according to AASD procedures and guidelines), and expulsion will be referred to the WCA principal and all AASD expulsion policies and procedures will be followed.

- **Public School Alternatives**. No student will be required to attend WCA. Students, who do not elect to attend WCA, may attend a school within the AASD in conformance with the enrollment policy of the AASD Board of Education.
- **Tuition**. WCA shall not charge any tuition. WCA may charge "activity fees" provided the AASD Board of Education has approved the activities and corresponding fees in advance.
- **17.** Audits. The AASD usual and annual audit will include WCA. The scope of the annual audit will be determined by the AASD and conducted at the expense of the AASD. WCA will participate in all financial audits and comply with all audit procedures and requirements of the AASD audit team as contracted by the AASD Board of Education.

In conformance with the "Governmental Accounting Standards Board Statement No. 39," funds provided by or procured from WCA as an instrumentality and component unit of the AASD are subject to the AASD fiscal accounting procedures, including audits, and will be included in the AASD financial statements as determined by the AASD audit team as contracted by the AASD Board of Education.

Annually AASD Charter School Committee may review progress toward performance goals.

18. School Facilities and Liability Insurance.

- a. <u>Facilities.</u> WCA is currently located at 350 W. Capitol Drive, Appleton, Wisconsin, 54911. The AASD will ensure that the building(s) in which the Charter School program is located meet(s) all building codes and other building requirements for a public school facility.
- b. <u>Liability Insurance.</u> The AASD shall insure all ordinary and reasonably foreseeable risks related to operation of WCA including liability, property, worker's compensation, errors and omissions, and comprehensive coverage (\$10,000,000/occurrence).

19. <u>Indemnification and Limitation on Liability.</u>

- a. Indemnification of District.
 - Subject to the limitations and immunities set forth in Section 893.80 of the Wisconsin Statutes and all similar laws, to the extent applicable under law, WCA Governance Board agrees to indemnify, defend and hold AASD and its Board of Education, officers, administrators, agents and employees harmless from and against, any and all liabilities, losses, costs, expenses (including, without limitation, reasonable actual attorneys' fees and expenses) and damages (collectively, "Losses") arising out of any "Indemnity Claim," which means any action, cause of action, suit, proceeding, claim, or demand of any third party that, if true, and not covered by insurance maintained or required to be maintained by AASD, would establish:

- a) Breach by WCA of any provision of this Agreement;
- b) Failure by WCA Governance Board to comply with all applicable law, relating to this Agreement or operation of WCA, and state and/or federal laws concerning the establishment or operation of a charter school, or identification, admission, access, and/or evaluation of, and/or provision of services and/or accommodations to and/or prohibition of discrimination against students or employees with known or suspected disabilities or any other discrimination as prohibited by applicable law against students or employees; or
- Any negligent or willful act or omission of WCA Governance Board, or its employees or agents in connection with the performance of the obligations of WCA Governance Board under this Agreement. The obligation of WCA Governance Board to indemnify and hold harmless under this Section 19 with respect to any Indemnity Claim will be reduced to the comparative extent, as established by a judgment entered in a court of competent jurisdiction after any appeals, that such Indemnity Claim arises out of acts of fraud, willful misconduct, or acts in breach of this Agreement on the part of AASD or its Board of Education, officers, administrators, agents and employees. The obligations set forth in this Section 19, survive the termination of this Agreement.

b. <u>Indemnification of Wisconsin Connections Academy Governance Board</u>

- Subject to the limitations and immunities set forth in Section 893.80 of the Wisconsin Statutes and all similar laws, to the extent applicable under law, AASD agrees to indemnify, defend and hold WCA Governance Board and its directors, officers, agents and employees harmless from and against, any and all liabilities, losses, costs, expenses (including, without limitation, actual reasonable attorneys' fees and expenses) and damages (collectively, "Losses") arising out of any "Indemnity Claim," which means any action, cause of action, suit, proceeding, claim, or demand of any third party that, if true, would establish:
 - a) Breach by AASD of any provision of this Agreement; or
 - b) Any negligent or willful act or omission of AASD, the AASD Board of Education or its employees or agents in connection with the performance of the obligations of AASD under this Agreement and/or applicable law.

The obligation of AASD to indemnify and hold harmless under this Section 19 with respect to any Indemnity Claim will be reduced to the comparative extent, as established by a judgment entered in a court of competent jurisdiction after any appeals, that such Indemnity Claim arises out of acts of fraud, willful misconduct, or acts in breach of this Agreement on the part of WCA Governance Board or its directors, officers, agents and employees. The obligations set forth in this Section 19 survive the termination of this Agreement.

- c. <u>Indemnification Procedure</u>. Any Party entitled to indemnification under this Section 19 (each an "Indemnified Party") agrees to give the Party required to indemnify such Party hereunder (each an "Indemnifying Party") prompt written notice of any Indemnity Claim as to which it intends to request indemnification hereunder. The Indemnifying Party will have the right to direct, through counsel of its own choosing, the defense or settlement of any Indemnity Claim at its own expense. The Indemnified Party may participate in such defense at its own expense.
- d. If the Indemnifying Party fails to defend or, if after commencing or undertaking any such defense, fails to prosecute or withdraws from such defense, the Indemnified Party will have the right to undertake the defense or settlement thereof, at the Indemnifying Party's expense. If the Indemnified Party assumes the defense of any such Indemnity Claim pursuant to this Section 19 and proposes to settle such Indemnity Claim prior to a final judgment thereon or to forego any appeal with respect thereto, then the Indemnified Party will give the Indemnifying Party prompt written notice thereof and the Indemnifying Party will have the right to participate in the settlement or assume or reassume the defense of such Indemnity Claim. Notwithstanding anything contained in this Section 19 to the contrary, the Indemnifying Party will not, without the prior written consent of the Indemnified Party (which consent will not be unreasonably withheld or delayed), agree to a settlement of any such Indemnity Claim.
- e. <u>Limitation of Indemnity by AASD</u>. The obligation of AASD to indemnify WCA is limited by the provisions of Section 893.80 of the Wisconsin Statutes to the full extent such statute affords limitations or immunities to AASD, AASD not intending to waive any such provisions.
- **20.** <u>Non-Sectarian Status</u>. WCA shall be non-sectarian in its programs, admissions, policies, employment practices and all other operations.
- **21.** Local Educational Agency Responsibilities. AASD is the Local Education Agency (LEA) for Wisconsin Connections Academy for purposes of all state and federal laws, codes, rules and regulations pertaining to LEA duties, rights and responsibilities, including, but not limited to, the Americans with Disabilities Act (ADA), 42 U.S.C. §1210, Section 504 of the Rehabilitation Act of 1973, (Sec. 504), 29 U.S.C. §794, the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1400 et seq., No Child Left Behind Act, 20 U.S.C. § 6301 et seq, and the Asbestos Hazard Emergency Response Act (AHERA), 15 U.S.C. §2641 et seq., Title II, 28 CFR Part 35 (implementing regulations of the Americans with Disabilities Act) and Wis. Stat. Chapter 115, subchapter V.

WCA staff shall participate in staff development opportunities provided by AASD pertaining to IDEA, ADA, Section 504, NCLB, AHERA and other related training provided for the implementation of educational services. The AASD policies governing the implementation of educational services for students with disabilities are applicable to WCA. WCA will follow the AASD policy and state law governing seclusion and restraint.

The implementation of the IDEA requirements by WCA shall be according to the following process:

- a. AASD will provide employees to provide required IEP services to WCA.
- b. WCA shall implement IEP services as determined by the LEA through the IEP and IDEA referral and evaluation process, to include assurances of providing the special education instructional time as required by the IEP and document progress on IEP goals at least as often as documenting progress for students without disabilities.
- c. WCA shall document the interventions as required through the Response to Intervention Process for use and consideration in all referrals under the IDEA.
- d. WCA will cooperate with the LEA in all initial evaluation and re-evaluation processes.
- e. WCA will assist in obtaining any required parental consents under the IDEA on behalf of the LEA in fulfillment of its duties under the IDEA, including parental consent for school-based therapy reimbursement and documentation for such reimbursement.
- f. WCA will provide the LEA with any required data for IDEA self-assessment process in a timely fashion.
- g. WCA shall provide appropriate notification to parents of all the LEA notices and procedural safeguards.
- h. WCA's implementation of the student IEPs shall follow the LEA AASD calendar, which will be provided to the WCA annually. If the WCA school calendar does not follow the LEA AASD calendar, IEP implementation shall follow the WCA calendar.
- i. The parties shall engage in regular participation in annual and periodic IEP meetings for the implementation of IEPs and IDEA processes. The parties agree to meet periodically to address IDEA implementation.
- j. Daily attendance records shall be maintained by the WCA in accordance with state requirements and sent upon request.
- k. The WCA will assist in the provision of information requested by the Department of Public Instruction (DPI) or the Office of Civil Rights if so requested due to compliance complaints or investigations.
- All special education staff providing special education services shall participate in joint training and professional development for purposes of delivery of special education service. All special education staff will be available for meetings outside of school hours, none of which shall be paid for by the AASD.
- m. WCA will ensure that all employees have completed the DPI training related to mandatory reporting of abuse or neglect and the use of seclusion and restraint pursuant to state law.
- n. CPR and First Aid trained staff shall be available during Program hours.

- o. The District will keep the WCA in CPI: Nonviolent Crisis Intervention Training rotation schedule.
- p. The District will invite the WCA special education staff to any District- wide special education professional development opportunities.
- q. The District has the right to inspect the charter school facilities and records with reasonable notice.

22. Term, Renewal and Termination of this Contract.

- a. <u>Term.</u> Consistent with the provisions of §118.40(3)(b), Wis. Stats., the term of this Contract ("Term") shall be for five (5) years commencing on July 1, 2022 ("Effective Date"), and shall expire at midnight, on June 30, 2027, unless terminated or extended pursuant to the terms hereof.
- b. <u>Renewal.</u> Pursuant to §118.40(3)(b), Wis. Stats., upon expiration of the initial Term, the AASD Board of Education and WCA may mutually agree to renew this Contract for such additional terms for up to five (5) years each as the Boards of the AASD and WCA deem appropriate.
- c. <u>Termination by Board of Education.</u> This Contract may be terminated by the AASD Board of Education if it finds that:
 - (1) WCA has insufficient enrollment to successfully operate a charter school,
 - (2) If WCA fails to comply with generally accepted accounting principles and standards of fiscal management,
 - (3) If the students of WCA have not shown sufficient academic progress using multiple measures. Students enrolled at WCA for two or more consecutive years will perform at or above AASD and/or the state average on WSAS or longitudinal assessments of mathematics and reading and local authentic assessment measures agreed upon jointly by the WCA Governance Board and AASD.
 - (4) If students enrolled in WCA have failed to make sufficient progress toward attaining the educational goals described in Section 6 of this Charter School Contract. If an extension of time to attain such goals is requested by the WCA Governance Board and/or Administration in writing, such request shall include a written plan acceptable to the AASD. This plan will set out the additional steps WCA will take to attain such educational goals within a reasonable timeframe. If the AASD Board accepts the written plan, or a modified plan, WCA shall be allowed a reasonable time in which to correct the progress deficiencies.
 - (5) The WCA Governance Board, Board Members, employees, or agents provide the AASD Board of Education false or intentionally misleading information or documentation in the performance of this Contract, or
 - (6) WCA has failed materially to comply with Applicable Law,

- (7) Any director, members, employee, or agent of WCA has knowingly violated any statute, ordinance or Board policy with respect to the operation of the Charter School,
- (8) WCA knowingly violates Section 118.40 of the Wisconsin Statutes governing charter schools,
- (9) WCA defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract, unless otherwise required by law or addressed herein, if AASD asserts a material default on the part of WCA, the AASD will provide written notice of the specific material default asserted and afford WCA 60 calendar days in which to cure the asserted material default. This does not apply as to student progress or compliance with the IDEA, Sec. 504 or law directing educational services.
- d. Notice. Written notice of such termination shall be provided to the WCA via certified or registered mail, return receipt requested, and shall include the stated reasons for the termination and its effective date. The AASD will issue a provisional notice of termination on or before July 1 to be effective the subsequent July 1. During the interim school year, the AASD may require that WCA undertake corrective and remedial actions identified by the AASD. Termination of this Contract may be suspended by AASD upon compliance by WCA with the corrective and remedial measures identified by the AASD. Unless otherwise suspended, the provisional notice of termination will be effective on the date set forth in the provisional notice. In the event of termination, materials and equipment purchased with AASD funds of any character will remain the property of AASD. Funds raised by non-school groups through fundraising activities and directed to individual schools or school organizations, shall be considered gifts to the District and all gifts and bequests shall become property of the School District.
- e. <u>Emergency Termination or Suspension</u>. If the AASD Board of Education determines that any of the causes for termination set forth in Subsection c., above, have occurred and AASD reasonably determines that the health or safety of the students of WCA is put at actual risk thereby, the AASD Board of Education shall provide WCA written notice of such cause for termination and, upon delivering such notice, (i) may either terminate this Contract immediately or (ii) may exercise superintending control of WCA pending further action.
- f. <u>Termination by Wisconsin Connections Academy Governance Board</u>. This Contract may be terminated by WCA Governance Board if WCA finds that any of the following have occurred:
 - (1) WCA has insufficient enrollment to successfully operate a public school;
 - (2) The AASD Board of Education defaults materially in any of the terms or conditions contained in this Contract.
 - (3) AASD willfully provides WCA false or intentionally misleading information or documentation in the performance of this Contract, or

(4) AASD defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.

WCA shall provide notice of termination effective June 30 of any year upon written notice to the Board of Education prior to January 31. When WCA asserts a material default on the part of the AASD, WCA will provide written notice of the specific material default asserted and afford the AASD 60 calendar days in which to cure the asserted material default.

- g. <u>Final Accounting</u>. Upon termination of this Contract, WCA shall assist the AASD Board of Education in conducting a final accounting of WCA by making available to the AASD Board of Education all books and records that have been reviewed in preparing WCA annual audits and statements under Section 17 of this Contract.
- h. <u>Equipment Disposition</u>. WCA will respond to requests from the AASD Board of Education and Department of Public Instruction for inventory of equipment purchased with state or federal funds, including federal charter school funds, and the disposition of any individual item of equipment worth \$300 or more.
- Funds raised by non-school groups through fundraising activities and directed to WCA, WCA School, or school organizations, shall be considered gifts to WCA School. All gifts and bequests become property of WCA and WCA School, but may be used to offset any debt owed to AASD upon the final accounting.

23. Autonomy.

- a. WCA will be exempt from all state educational laws and policies to which it is entitled to exemption in the Wisconsin State Charter School law (Wisconsin Statute §118.40).
- b. Particularly, Wisconsin Connections Academy and the WCA Governance Board will have autonomy related to:
 - 1) Curriculum Development
 - 2) Educational Materials Selection
 - 3) Professional Staff Development
 - 4) School Day Schedule
 - 5) School Calendar
 - 6) Longitudinal Assessment
 - 7) Other District Wide Assessments
 - 8) Course Offerings
 - 9) WCA Grade Promotion—WCA Governance Board to establish criteria
 - 10) WCA Graduation Requirements—WCA Governance Board to establish criteria (as established in section 5f)

- **Transportation**. Transportation is not provided for students who choose to attend AASD Charter Schools.
- **Notices**. Whenever this Contract provides that notice must or may be given or that information must or may be provided, notice and information shall be provided in the following manner.

To AASD: Board President

Appleton Area School District 131 E Washington Street, Suite 1A

Appleton, Wisconsin 54911

With a copy to: Superintendent of Schools

Appleton Area School District 131 E Washington Street, Suite 1A

Appleton, Wisconsin 54911

To WCA: Board President

Wisconsin Connections Academy

350 W. Capitol Drive Appleton, WI 54911

With a copy to: Principal

Wisconsin Connections Academy

350 W. Capitol Drive Appleton, WI 54911

With a copy to: President

Connections Education, LLC. Dba Pearson Virtual Schools USA

10960 Grantchester Way Columbia, Maryland 21044

Notice hereunder shall be effective if made by hand delivery or by United States Mail, postage prepaid, certified with return receipt requested. Notices shall be effective (i) when actually received by the addressee, if made by hand delivery, or (ii) 2 days after delivering the pertinent notice to the control of the United States Postal Service, if made by certified mail with return receipt requested.

26. AASD and Charter School Liability. The parties agree that the establishment of WCA shall have no effect on the liability of AASD other than those obligations specifically undertaken by AASD

under this Contract. The parties agree that the establishment of WCA shall have no effect on the liability of WCA other than those obligations specifically undertaken by WCA under this Contract.

27. Miscellaneous.

- a. <u>Governing Law</u>. This Contract shall be governed by, and construed and interpreted under the laws of the State of Wisconsin.
- b. <u>Application of Statutes</u>. If, after the effective date of this Contract, there is a change in applicable law which alters or amends the responsibilities or obligations of any of the parties to this Contract, this Contract shall be altered or amended by the parties to conform to the change in existing law as of the effective date of such change.
- c. <u>Enrollment.</u> WCA does not have a cap on its enrollment. AASD and WCA reserve a right to cap enrollment if it deems necessary.
- d. <u>Entire Agreement.</u> This Contract sets forth the entire Agreement between the parties with respect to the subject matter of this Contract. All prior applications, agreements or contracts, representations, statements, negotiations, understandings and undertakings are superseded by this Contract.
- e. <u>Severability.</u> If any provision of this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provisions of this Contract. If any provision of this Contract shall be or be determined to be in violation of any federal, state or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
- f. Modifications. No modification to this Contract shall be effective unless the same is in writing and signed by authorized representatives of both parties. During any year of this Contract, either party may request to amend a provision of this Agreement. A request for amendment will be presented in writing before March 30 of each year and identify the terms of the proposed amendment. Thereafter, the parties will promptly meet and confer in good faith with respect to the proposed amendment. Neither party shall be obligated to accept any request for amendment. Any amendment which is agreed upon will be effective July 1 or on such other date as the parties may agree.
- g. <u>Assignment.</u> This Contract is not assignable.
- h. <u>Counterparts: Signature by Facsimile.</u> This Contract may be signed in counterparts, which shall together constitute the signed original Contract. A signature delivered by facsimile or electronic mail shall be considered an original for purpose of this Contract.
- i. <u>Confidential/Proprietary Information.</u> AASD acknowledges that the programs, courses, assessments, individual lesson plans, and techniques for preparation for Personalized Learning Plans of WCA, Connexus and such other intellectual property as is used by WCA, and its vendor(s) (as agreed between them) are proprietary in nature and

confidential and exclusive property of WCA and its vendor(s) (as agreed between them) and thus that AASD has no right, by the virtue of this contract or otherwise, either to disclose (except where required by applicable laws) or to have access to such property, except that such access or disclosure as may be required for monitoring purposes may be permitted if done with the prior written approval of an authorized officer of WCA. If, except as required by applicable laws, any proprietary or confidential information is disclosed, intentionally or otherwise to the AASD, its employees, agent, or assign, AASD agrees to hold same in strictest confidence and not to disclose same to any other person for any reason nor utilize same within AASD without prior approval by WCA and, if necessary, its vendor(s).

AASD further agrees to use all efforts at its disposal to assure that its employees, agents or assigns are aware of the confidential and proprietary nature of the subject matter, and do not (except as required by applicable laws) either disclose the same to any other persons for any reasons or utilize the same without prior written approval by WCA and, if necessary, its vendor(s). AASD acknowledges that unauthorized disclosure of propriety and confidential information governed by this Section 26i may cause irreparable harm and, hence, that such disclosure may entitle WCA and/or its vendor(s) to, among other remedies, injunctive relief in a court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as of the effective date. Through their signatures the representatives of the parties confirm that they have full authority to execute this Contract.

APPLETON AREA SCHOOL DISTRICT: By:
Kay S. Eggert President, Board of Education Date:
ATTEST:
Deborah C. Truyman
Board of Education Clerk Date:
WISCONSIN CONNECTIONS ACDEMY, INC: By:
Jane Kummer
Governance Board President
Date:
ATTEST:
Jeff LeMahieu Governance Board Secretary
Date:

TOPIC: Professional Educator New Hires

BACKGROUND INFORMATION: The professional educators listed below are recommended for contractual positions for the 2021-2022 school year:

					<u>Effective</u>
<u>Name</u>	Position	Location	<u>FTE</u>	<u>Salary</u>	Date
Kate M. Bertog	Math	North	100%	\$21,917.83	1/18/2
Michael T. Hayes	Grade 2	Dunlap	100%	\$21,917.83	1/18/22

Kate M. Bertog received her Bachelor of Science in Education degree from UW-Stevens Point with a major in Mathematics. Ms. Bertog is being hired as a "Temporary Employee" for the remainder of the 2021-2022 school year. Currently, she is completing her student teaching with Tomorrow River Schools.

Michael T. Hayes received his Bachelor of Science in Education degree from UW-Oshkosh with a major in Elementary Education. Mr. Hayes is being hired for this position for the second semester of the 2021-2022 school year. Currently, he is completing his student teaching with the District at Ronald C. Dunlap Elementary School.

FISCAL NOTE: As indicated above.

ADMINISTRATIVE RECOMMENDATION: Approval.

INSTRUCTIONAL IMPACT: The candidates listed above have been recommended by the administrator to whom they will report as the best candidates for the positions.

CONTACT PERSON: Julie King, (920) 997-1399 (ext. 2042)

TOPIC: Professional Educator Contract Changes

BACKGROUND INFORMATION: Contract changes for the following individuals are recommended for the 2021-2022 school year:

				<u>Effective</u>
<u>Name</u>	Position	Location	<u>FTE</u>	<u>Date</u>
Katherine A. Chicquette	English Language Arts	Appleton Central	100% to 120%	1/18/22
Lisa M. Groff	Special Ed-EBD	West	100% to 120%	1/18/22
Shalene L. Huth	Special Ed-EBD	West	100% to 120%	1/18/22
Lisa A. Larson	Special Ed-EBD	West	100% to 120%	1/18/22
Amy L. McAloon	English Language Arts	eSchool	100% to 120%	8/25/21
Norma Meidl	World Lang-Spanish	eSchool	100% to 120%	1/18/22
Elizabeth L. Podlasek	Math	Appleton Central	100% to 120%	1/18/22
Shannon I. Schindel	Counselor	Madison	50% to 65%	1/18/22
Mark E. Sparks	Special Ed-EBD	West	100% to 120%	1/18/22
Jacci L. Vanden Heuvel	Science	eSchool	100% to 120%	1/18/22
Karen M. Zanon	Social Studies	eSchool	100% to 120%	1/18/22

FISCAL NOTE: As indicated above.

ADMINISTRATIVE RECOMMENDATION: Approval.

INSTRUCTIONAL IMPACT: These assignments will meet the needs of students.

CONTACT PERSON: Julie King, (920) 997-1399 (x2042)

TOPIC: Professional Educator Resignation(s)

BACKGROUND INFORMATION: The following Professional Educator has submitted a letter of resignation.

Patricia K. Israel has been with the District for one and a half years, most recently as an English Language Arts Teacher at Wisconsin Connections Academy. Ms. Israel's resignation is effective at the end of the Friday, January 14, 2022 workday.

FISCAL NOTE: Dependent upon replacement.

ADMINISTRATIVE RECOMMENDATION: Approval.

INSTRUCTIONAL IMPACT: A qualified replacement will be procured.

CONTACT PERSON: Julie King, 920-997-1399 (x2042)

TOPIC: Internship(s)

BACKGROUND INFORMATION: The Appleton Area School District has applied annually for multiple internship positions to the Department of Public Instruction (DPI). The Wisconsin Internship Program (WIP) governed by DPI is an effective strategy to develop talent for future positions. Interns are provided on the job training with cooperating teacher supervision and are compensated in the form of a stipend in accordance with DPI guidelines. The following internships are recommended for the second semester of the 2021-2022 school year:

<u>Name</u>	Position	Location	Stipend	Effective Date
Camryn V. Annoye	ELA / SS Grade 6	KA	\$4,500	1/18/22
Olivia J. Debruin	Elementary Ed.	BAD	\$4,500	1/18/22
Georgia R. Greenberg	Elementary Ed.	MCK	\$4,500	1/18/22

FISCAL NOTE: The total cost of each internship is \$5,000, which includes a \$4,500 compensation stipend to the intern and a \$500 professional development fee to the DPI.

ADMINISTRATIVE RECOMMENDATION: Approval is recommended.

CONTACT PERSON: Julie King, 920-997-1399 (x2042)

FISCAL NOTE: None.

Topic: Space Availability for the 2022-23 Open Enrollment Application Period

Background Information:

Wisconsin Act 114 requires districts to determine the number of regular and special education spaces at a January Board meeting. Historically, the District has determined space availability in January for the upcoming open enrollment application period. The process of determining space for open enrollment is based on the District's Public School Open Enrollment Policy-423 and 423-Rule.

Per Board Policy, space availability for open enrollment purposes is determined by establishing an open enrollment ceiling based on the differential between the projected enrollment for the upcoming school year and 90% of the school's or program's working capacity at elementary and middle schools and 100% of the school's or program's working capacity at high schools, as established by the School Board.

Fiscal Note: The estimated open enrollment aid transfer amount for a full time, full year student is

\$8,224. For a full time, full year student with a disability the aid transfer amount is

\$13,076.

Instructional Impact: Students approved to attend through open enrollment become part of the Appleton

Area School District community.

Administrative Recommendation:

Based on the Board Policy space availability calculation, which is consistent with Wis. State Statute 118.51 and its implementing Administrative Code regulations, it is recommended that grades K-6 at Huntley Elementary School be closed for open enrollment (no spaces available). All grades at other elementary schools are open. All grades at middle and high schools are open.

In addition, based upon the same Board Policy it is recommended that all special education programs and related services are closed (no space available) with the exception of Early Childhood, Middle School Intellectual Disabilities, Middle and High School Intellectual Disabilities - Severe, Special Physical Education and Physical Therapy.

The determination of space availability for regular and special education is based on Board Policy, Wis. State Stats. 118.51 and its implementing Administrative Code regulations.

Approve as recommended based on Board Policy.

Contact Person(s): Polly Vanden Boogaard, Assistant Superintendent of Student Services,

997-1399 ext. 2028, vandenboogaard@aasd.k12.wi.us

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2022-23 OPEN ENROLLMENT APPLICATION PERIOD

SPACE AVAILABILITY (Open Enrollment Policy 423)

Space availability for open enrollment will be determined by establishing an open enrollment ceiling based on the differential between the projected enrollment for the upcoming school year and 90% of the school's or program's working capacity at elementary and middle schools and 100% of the school's or program's working capacity at high schools, as established by the School Board. Spaces available for nonresident open enrollment are determined for each building and programs including special education and related services. This is done by comparing projected enrollment, which has been adjusted to accommodate intra-district open enrollment, with the open enrollment ceiling. The space available within the AASD will be determined by February 1.

Guidelines for accepting and denying open enrollment requests:

- 1. Closed grades K-6 (deny): Huntley Elementary
- 2. Applications that request consideration for only a specific school(s) and services/space not available (deny)
- 3. Tuition waiver, current open enrollment, and current AASD students who moved and applied for open enrollment will be permitted to continue (accept)
- 4. Special education programs and related services: The chart below indicates various programs and related services that are open and closed.

Special Education Programs and Related Services Space Availability

Working capacity is 95% of maximum suggested enrollment.

Open enrollment ceiling is 90% of the working capacity for ELEMENTARY and Maximum suggested.

Open enrollment ceiling is 90% of the working capacity for ELEMENTARY and MIDDLE SCHOOL. Open enrollment ceiling is 100% of the working capacity at the HIGH SCHOOL.

PROGRAM/SERVICE	WORKING CAPACITY	OE CEILING	PROJECTION 2022-23	SPACE AVAILABLE TO Open Enrollment Applicants 2022-23			
		Hearing					
Deaf and Hard of Hearing	52	47	55	Closed			
Audiology	64	57	67	Closed			
Vision							
Vision	31	28	33	Closed			
Physical Therapy							
Physical Therapy	80	72	69	69 3 Slots			
Occupational Therapy							
Occupational Therapy	266	240	327	Closed			
Special Physical Education							
Special Physical Education	213	191	189	2 Slots			

				SPACE AVAILABLE TO		
PROGRAM/SERVICE	WORKING	OE CEILING	PROJECTION	Open Enrollment		
	CAPACITY		2022-23	Applicants 2022-23		
Speech and Language						
SL						
Elementary	1026 ELEM	923 ELEM	1134			
Middle School	152 MS	137 MS	149			
High School	170 HS	170 HS	209	Closed		
SL Itinerant	123	111	263			
SL Totals	1471	1341	1755			
	Early	y Childhood				
ECSE, I4K, ECSE Itinerant	133	120	94	26 Slots		
	Eleme	ntary Schoo				
Elementary AUT	152	137	148	Closed		
,		,	,			
Elementary EBD	211	190	190	Closed		
,			,			
Elementary K1, SC, SEBD	27	24	25	Closed		
, ,	,	•				
Elementary ID	67	60	60	Closed		
,	,					
Elementary IDS	13	12	15	Closed		
,						
Elementary LD	340	306	327	Closed		
·	Mic	ldle School				
Middle School AUT	48	43	44	Closed		
······································	70	T)	77	Ciosca		
Middle School EBD	91	82	95	Closed		
	J.	02	,,,	Ciosca		
Middle School SC, SEBD	13	12	14	Closed		
, , , , , , , , , , , , , , , , , , ,			- 1	5,000		
Middle School ID	29	26	24	2 Slots		
			•			
Middle School IDS	6	5	2	3 Slots		
_				,		
Middle School LD	180	162	164	Closed		
High School						
High School AUT	67	67	126	Closed		
	- /	-7	.20	3.0300		
High School EBD	144	144	178	Closed		
	• च च	• 7 7	.,, -	0.000		
High School SC, SEBD	29	29	29	Closed		
	- 7	-7		Ciosca		

PROGRAM/SERVICE	WORKING CAPACITY	OE CEILING	PROJECTION 2022-22	SPACE AVAILABLE TO Open Enrollment Applicants 2022-23
High School ID	67	67	75	Closed
High School IDS	6	6	5	1 slot
High School LD	342	342	369	Closed

Wisconsin Connection Academy (Home-Instruction Charter School): Special education open enrollment applications will be accepted or denied based on the student's individual educational plan (IEP). If programs and services can be provided without violating state and federal regulations, particularly related to free appropriate public education (FAPE) and least restrictive environment (LRE), then applications will generally be accepted. If space, programs and services are available for those who have a preference for WCA but it is not their only open enrollment choice, the District may consider other sites.

WISCONSIN ASSOCIATION OF SCHOOL BOARDS, INC.

Madison, Wisconsin November 23, 2021

REPORT TO THE MEMBERSHIP ON PROPOSED 2022 RESOLUTIONS

WASB Policy & Resolutions Committee Barbara Herzog, Oshkosh Area School Board, Chair

Resolution 22-01: Safe Harbor Legislation

<u>Create</u>: The WASB supports passage of state legislation to protect youth who have been subject to child sex trafficking from criminal prosecution for prostitution.

Rationale: Child sex trafficking has become a prevalent problem in Wisconsin, with all 72 counties reporting occurrences. In recent years, overall reported occurrences have averaged roughly 100 per year. On average, child victims are only 13 years old when they are trafficked for the first time. Traffickers target runaway and homeless youth, particularly those with a history of sexual abuse and lure them into a cycle of abuse that is hard to escape for many reasons, including that child victims face potential prosecution under child prostitution laws.

The board that proposed this resolution and other proponents of Safe Harbor legislation suggest that eliminating the threat of prosecution would have several benefits. It could: a) help enable victims to receive rehabilitative services and counseling; b) prevent traffickers from using the threat of criminalization as a way to keep control over the children being trafficked; and c) increase the likelihood that children who have been trafficked can and will testify against their abusers. Proponents note that after a similar law was enacted in Minnesota, convictions of traffickers quadrupled, in large part because child sex trafficking victims were more likely to testify against their abusers/traffickers. Adoption of a Safe Harbor law would bring Wisconsin law into conformity with the federal Trafficking Victims Protection Act, something 30 other states have already done by enacting similar provisions.

Resolution 22-02: Annual Inflationary or Greater Increases in Per Pupil Spendable Resources

<u>Create</u>: The WASB supports annual increases in per pupil spendable resources for public school districts that meet or exceed inflation.

<u>Rationale</u>: Under current law, lawmakers may provide additional spending authority to school districts in one of three ways: 1) by increasing per pupil revenue limits; 2) by providing an increase in per pupil categorical aid (which is outside revenue limits); or 3) by providing a combination of increased per pupil revenue limits and increased per pupil categorical aid. This resolution supports annual increases provided through any of these three mechanisms that meet or exceed the rate of inflation.

Resolution 22-03: Funding for Children with Disabilities

Amend the first paragraph of existing Resolution 2.31 to read as follows:

2.31 Funding for Children with Disabilities The WASB supports increasing the special education categorical aid reimbursement level to not less than 60 percent of prior year eligible costs and maintaining funding at not less than this percentage each year thereafter <u>via a sum sufficient appropriation</u>. The WASB further supports the following provisions related to funding for children with disabilities:

<u>Rationale</u>: This resolution calls for converting special education categorical aid from a sum certain appropriation to a *sum sufficient* appropriation, which would guarantee that the specified or promised percentage level of support is met. Providing special education categorical aid through a sum sufficient appropriation would mean that the Legislature must provide whatever amount of funding it takes to meet the promised percentage reimbursement level of support (in this case 60 percent).

Resolution 22-04: Advanced Learning

Amend existing Resolution 2.37 to add the following language:

The WASB encourages that schools focus less on identifying "gifted" students and more on identifying and addressing unmet learning needs of students capable of high levels of achievement.

The WASB further encourages districts to provide a variety of advanced programming opportunities for K-12 students, including acceleration options, and to offer opportunities to individuals such that students from every background are able to achieve at their highest possible levels.

Rationale: State statutes mandate that each school board must "ensure that all gifted and talented pupils enrolled in the school district have access to a program for gifted and talented pupils" and that each school board must "provide access to an appropriate program for pupils identified as gifted or talented." However, the state currently provides only \$474,400 per year in direct aid to school districts for gifted and talented programming. Prior to the enactment of 2021-23 state budget that amount was only \$237,200 per year.

 Advocates for gifted and talented students, such as the Wisconsin Association for the Talented and Gifted (WATG), have long decried that having a state mandate for identification and services for gifted and talented students does not necessarily guarantee their availability. The WATG argues that there is lack of clarity in the definition of "gifted and talented" and that due to that lack of clarity, schools should identify "needs" not "children." This resolution encourages schools to provide relatively low-cost pathways to meet unmet learning needs of high achieving students such as by offering acceleration options. Acceleration options may include, but are not limited to, providing such things as: early admission to Kindergarten, first

grade or high school; curricular modifications; access to dual enrollment courses in high school; AP courses in high school; or international baccalaureate (IB) curricula, etc.

Resolution 22-05: Broadening Staff Expenditures Eligible for State Categorical Aid for School Mental Health Services

<u>Create</u>: The WASB supports legislation to broaden the scope of DPI-issued pupil services licenses eligible to qualify for state categorical aid for school mental health programs to include school social workers, school counselors, and school psychologists.

<u>Rationale</u>: Broadening the scope of DPI-issued pupil services license categories eligible to qualify for state categorical aid for school mental health programs would enable schools to better meet student mental health needs and could enable a broader range of school district expenditures to qualify for state categorical aid for school mental health programs.

Under current law, state categorical aid for school mental health programs is funded at \$12 million per year and reimburses eligible districts and schools for school social worker service expenditures as follows: (a) 50% reimbursement of the increase in expenditures for school social worker services from one year to the next; and (b) a proportion of unreimbursed expenditures for school social workers, based on the amount remaining in the appropriation after payments are made under (a).

Resolution 22-06: Broadening the Scope of Mental Health Services Eligible for Reimbursement

 <u>Create</u>: The WASB supports legislation to broaden the scope of mental health service professionals eligible for reimbursement from the state to include licensed mental health social workers, licensed mental health counselors, licensed mental health psychologists, and community mental health coordinators.

<u>Rationale:</u> Broadening the scope of mental health providers eligible to have their services reimbursed by the state to include licensed mental health social workers, licensed mental health counselors, licensed mental health psychologists, and community mental health coordinators would enable schools to better meet student mental health needs and would help to address unfunded mental health needs in Wisconsin schools.

Resolution 22-07: Curriculum and Professional Training on Asian Americans & Pacific Islanders

<u>Create</u>: The WASB encourages Wisconsin public schools to develop an educational curriculum and professional training to teach the history, culture, and contributions of Asian Americans & Pacific Islanders to the economic, cultural, and social development of Wisconsin and the USA. The WASB also requests the state Legislature provide sufficient funding to develop an appropriate model curriculum and training package.

 Rationale: "Asian Americans & Pacific Islanders (AAPI)" refers to those persons who trace their origins and ancestries back to the countries of East Asia, Southeast Asia, South Asia or the Pacific Islands. Asian Americans & Pacific Islanders have lived and worked in Wisconsin for over 100 years, and have contributed greatly to our state's rich history, culture, economy, and public service.

Between the 2010 to the 2020 Census periods, the population of Asian Americans & Pacific Islanders in Wisconsin grew 36% from 131,061 to 177,901 (consistent with the nationwide trend of 35.5% growth) – increasing significantly faster than the state's overall growth rate of 3.6%.

At the same time, the COVID-19 Pandemic and the Delta variant have engendered the targeting of Asian Americans & Pacific Islanders in WI and the USA with Anti-Asian hate and harassment. (According to the group *Stop AAPI Hate*, the number of anti-Asian hate incidents from March 2020 to June 2021 totaled 9,081 across the USA, with 4,533 in January-June 2021 alone).

This resolution aims to build greater understanding of Asian American & Pacific Islanders' economic, cultural, and other contributions to our state and nation. This in turn may reduce violence or threats of violence against Asian Americans & Pacific Islanders.

 Proponents of this resolution note that in 2021, Wisconsin lawmakers officially recognized the contributions of AAPI people in Wisconsin, including by recognizing May 2021 as Asian Pacific Islander Desi American (APIDA) Heritage Month and by designating May 14 annually as Hmong-Lao Veterans Day. Both these legislative resolutions received bipartisan support.

Resolution 22-08: WASB National Presence and/or National Association Membership

Repeal and recreate existing resolution 5.16 as follows:

The WASB will maintain a national presence and/or membership in a national association(s) and will participate in and support that national presence and/or membership(s), when compatible with WASB programs and policies. The WASB urges members to actively participate in and support national presence activities and/or national association(s).

Rationale: The WASB Board of Directors, under its authority as spelled out in the WASB Bylaws, may place resolutions before the Delegate Assembly.

Under existing Resolution 5.16, the WASB is required to maintain membership in the National School Board Association (NSBA). The changes proposed by this resolution would require the WASB to maintain "a national presence and/or membership in a national association(s)" but that national association would not necessarily have to be the NSBA. These proposed changes would also not require the WASB to leave the NSBA. That decision would be up to the Board of Directors. The nature of the national presence and/or membership in a national association or

47 associations would fall under the purview of the WASB Board of Directors.

Resolution 22-09: Impact Aid

<u>Amend</u> existing Resolution 2.63 **Impact Aid** as follows:

The WASB petitions the Wisconsin Legislature to adopt a joint resolution asking Congress to fully fund Impact Aid as it did from the creation of the program in 1950 until 1969, and will also work with our national presence and/or a national association(s) the NSBA to try to secure greater funding of Impact Aid, including by offering a proposed resolution to the NSBA a national association or associations urging NSBA it or them to lobby Congress for a similar increase in federal Impact Aid.

Rationale: The WASB Board of Directors, under its authority as spelled out in the WASB Bylaws, may place resolutions before the Delegate Assembly.

Under existing resolution 5.16, the WASB is required to maintain membership in the National School Board Association (NSBA). The proposed changes to resolution 5.16 in Resolution 22-08 would require the WASB to maintain "a national presence and/or membership in a national association(s)" but the association(s) would not have to be the NSBA. The proposed changes to resolution 5.16 would also not require the WASB to leave the NSBA. The national presence and/or membership in a national association(s) decisions would be in the hands of the WASB Board of Directors.

 In light of the proposed changes to existing Resolution 5.16, existing Resolution 2.63 is likewise proposed to be amended because it directly refers to the NSBA. References to the NSBA in the existing resolution are replaced by references to a national association or associations and/or to a national presence.

Resolution 22-10: Elementary and Secondary Education Act (ESEA)

Amend the first paragraph of existing Resolution 3.17 as follows:

The WASB opposes a mandated national test. The WASB will work with our legislators, the National School Boards Association, our national presence and/or a national association(s), the Department of Public Instruction and other education groups to adapt the Elementary and Secondary Education Act to:

<u>Rationale</u>: The WASB Board of Directors, under its authority as spelled out in the WASB Bylaws, may place resolutions before the Delegate Assembly.

Under existing resolution 5.16, the WASB is required to maintain membership in the National School Board Association (NSBA). The proposed changes to resolution 5.16 in Resolution 22-08 would require the WASB to maintain "a national presence and/or membership in a national association(s)" but the association would not have to be the NSBA. The proposed changes to resolution 5.16 would also not require the WASB to leave the NSBA. The national presence and/or membership decision would fall under the purview of the WASB Board of Directors.

- 1 In light of the proposed changes to existing Resolution 5.16, existing Resolution 3.17 is likewise
- 2 proposed to be amended because it directly refers to the NSBA. References to the NSBA in the
- 3 existing resolution are replaced by references to a national association or associations and/or to a
- 4 national presence.