



**Monday, April 25, 2022  
Board of Education Meeting**

**APPLETON AREA SCHOOL DISTRICT  
BOARD OF EDUCATION MEETING  
Time: 6:00 PM**

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. Beginning Monday, Monday, March 21, 2022, regular in-person attendance at Board of Education meetings will resume. We will provide distancing to the extent possible and may need to limit capacity and direct attendees to an overflow location. Members of the media or general public may continue to access meetings via a 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: 940 4540 2336

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](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@asd.k12.wi.us](mailto:kopplingerclar@asd.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**

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<b>Subject</b>	<b>A. Roll Call</b>
Meeting	Apr 25, 2022 - Board of Education Meeting
Category	1. Meeting Opening
Type	Procedural

<b>Subject</b>	<b>B. Pledge of Allegiance</b>
Meeting	Apr 25, 2022 - Board of Education Meeting
Category	1. Meeting Opening
Type	Procedural

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

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

Meeting Apr 25, 2022 - Board of Education Meeting

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

Type Procedural

**Subject** **B. Approval of Agenda**

Meeting Apr 25, 2022 - Board of Education Meeting

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

Type Action, Procedural

### **3. Board Reorganizational Items**

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**Subject** **A. Affirmation of Official Oath - Newly Elected Board Members**

Meeting Apr 25, 2022 - Board of Education Meeting

Category 3. Board Reorganizational Items

Type Procedural

Board President Kay Eggert will affirm that elected Board members Deb Truymen (incumbent), Jim Bowman (incumbent), James Bacon (incumbent), and Pheng Thao (new) have taken and filed the Oath of Office.

**Subject** **B. Board of Education Member Commitment**

Meeting Apr 25, 2022 - Board of Education Meeting

Category 3. Board Reorganizational Items

Type Procedural

All Board members will recite the Board of Education Member Commitment.

File Attachments  
[BOE Member Commitment.doc.pdf \(45 KB\)](#)

**Subject** **C. Election of Officers of the Board**

Meeting Apr 25, 2022 - Board of Education Meeting

Category 3. Board Reorganizational Items

Type Action

The Board will elect, from among its members, the following Officers of the Board:

- President
- Vice President
- Treasurer
- Clerk

File Attachments  
[Board Officers 141 and 141-Rule.pdf \(203 KB\)](#)

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**Subject**                      **D. Reauthorization of the Board Ad Hoc Committee for Community Linkages**

Meeting                      Apr 25, 2022 - Board of Education Meeting

Category                      3. Board Reorganizational Items

Type                      Action, Discussion, Information

The Board of Education will consider whether they wish to reauthorize the Board Ad Hoc Committee for Community Linkages, for a period beginning Monday, April 25, 2022, and expiring on Sunday, April 23, 2023.

File Attachments

[Item for Consideration Reauthorization of Linkages Committee 04.25.2022.pdf \(124 KB\)](#)

[GC-5 Board Committees.pdf \(168 KB\)](#)

**Subject**                      **E. Appoint CESA 6 Representative**

Meeting                      Apr 25, 2022 - Board of Education Meeting

Category                      3. Board Reorganizational Items

Type                      Action

The Board will appoint a member to serve as the District Representative to the CESA 6 Annual Convention on Wednesday, June 22, 2022, at 5:30 PM in Oshkosh.

**Subject**                      **F. Appoint WASB Delegate**

Meeting                      Apr 25, 2022 - Board of Education Meeting

Category                      3. Board Reorganizational Items

Type                      Action

The Board will appoint a member to serve as the delegate to the WASB Delegate Assembly, and another to serve as the alternate delegate.

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## **4. Special Presentation**

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

Meeting                      Apr 25, 2022 - Board of Education Meeting

Category                      4. Special Presentation

Type                      Information, Recognition

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

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

**Subject**                      **A. Public Input**

Meeting                      Apr 25, 2022 - Board of Education Meeting

Category                      5. 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 (No Pre-Registration Required)**

Meeting Apr 25, 2022 - Board of Education Meeting

Category 5. Public Input (GC-3.3: Initiate and maintain effective communication with the citizens.)

Type Procedural

**Subject C. Virtual Speakers (Registration Required)**

Meeting Apr 25, 2022 - Board of Education Meeting

Category 5. 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](http://www.aasd.k12.wi.us/district/board_of_education/public_input).

**Subject D. Written Comments (Posted as Attachment)**

Meeting Apr 25, 2022 - Board of Education Meeting

Category 5. 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](http://www.aasd.k12.wi.us/district/board_of_education/public_input).

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

**Subject** **A. None**

Meeting Apr 25, 2022 - Board of Education Meeting

Category 6. Board Development (GC-2.2: The Board will assure that its members are provided with training and professional support necessary to govern effectively.)

Type Discussion, Information, Presentation

**7. 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.)**

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**Subject** **A. Business Services Update(s): Lease with Zion Lutheran Church for Space Used by Appleton Bilingual School (ABS), Naming of the Houdini Elementary School Gymnasium in Honor of Mr. Mark Vivoda**

Meeting Apr 25, 2022 - Board of Education Meeting

Category 7. 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.

File Attachments  
[IFC - Naming the Houdini Gymnasium in honor of Mr. Mark Vivoda-4-25-22.pdf \(114 KB\)](#)  
[IFC - Zion lease 2022-4-25-22.pdf \(110 KB\)](#)

**Subject** **B. School/Student Services Update(s): Tesla Engineering Charter School Contract; AASD Summer School Courses for 2022; Application for Foreign Travel - Summer 2023**

Meeting Apr 25, 2022 - Board of Education Meeting

Category 7. 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 ~ Tesla Engineering Charter School Contract Renewal.pdf \(80 KB\)](#)  
[Tesla Engineering Charter School Contract 2022-2027.pdf \(674 KB\)](#)  
[IFC Summer School Course Approval 2022.pdf \(143 KB\)](#)  
[Application for Foreign Travel - Summer 2023.pdf \(675 KB\)](#)

**Subject** **C. Personnel Services Update(s): Professional Educator Hire(s), Contract Change(s), Resignation(s), and Final Notice(s) of Non-Renewal; Administrative Hire(s); Administrative Resignation(s)**

Meeting Apr 25, 2022 - Board of Education Meeting

Category 7. 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.

**8. 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.)**

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**Subject A. Board Meeting Minutes from April 11, 2022**

Meeting Apr 25, 2022 - Board of Education Meeting

Category 8. 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. OE-10 Learning Environment / Student Behavior - Final Draft for Consideration**

Meeting Apr 25, 2022 - Board of Education Meeting

Category 8. 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

File Attachments  
[DRAFT OE-10 Learning Environment\\_Student Behavior \(1\).pdf \(119 KB\)](#)

**9. 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.)**

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**Subject A. Lease with Zion Lutheran Church for Space Used by Appleton Bilingual School (ABS)**

Meeting Apr 25, 2022 - Board of Education Meeting

Category 9. 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

Greg Hartjes discusses signed lease for Zion Lutheran Church - Item for Consideration

File Attachments  
[IFC - Zion lease 2022-4-25-22.pdf \(110 KB\)](#)

**Subject**                    **B. Tesla Engineering Charter School Contract**

Meeting                    Apr 25, 2022 - Board of Education Meeting

Category                    9. 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 ~ Tesla Engineering Charter School Contract Renewal.pdf \(80 KB\)](#)  
[Tesla Engineering Charter School Contract 2022-2027.pdf \(674 KB\)](#)

**Subject**                    **C. AASD Summer School Courses for 2022**

Meeting                    Apr 25, 2022 - Board of Education Meeting

Category                    9. 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

File Attachments  
[IFC Summer School Course Approval 2022.pdf \(143 KB\)](#)  
[2022 AASD Catalog.pdf \(1,150 KB\)](#)

**Subject**                    **D. Approval of Application for Foreign Travel - Summer 2023**

Meeting                    Apr 25, 2022 - Board of Education Meeting

Category                    9. 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  
[Approval of an Application for Foreign Travel - Summer 2023.pdf \(675 KB\)](#)

**Subject**                    **E. Professional Educator New Hire(s)**

Meeting                    Apr 25, 2022 - Board of Education Meeting

Category                    9. 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 4-25-22.pdf \(20 KB\)](#)

**Subject** **F. Professional Educator Contract Change(s)**

Meeting Apr 25, 2022 - Board of Education Meeting

Category 9. 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 4-25-22.pdf \(11 KB\)](#)

**Subject** **G. Professional Educator Resignation(s)**

Meeting Apr 25, 2022 - Board of Education Meeting

Category 9. 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 Resignations 4-25-22.pdf \(112 KB\)](#)

**Subject** **H. Professional Educator Final Notice(s) of Non-Renewal**

Meeting Apr 25, 2022 - Board of Education Meeting

Category 9. 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 Final Notice of Layoff 4-25-22.pdf \(14 KB\)](#)

**Subject** **I. Administrative Hire(s)**

Meeting Apr 25, 2022 - Board of Education Meeting

Category 9. 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-Administrative Hire.pdf \(370 KB\)](#)

**Subject** **J. Administrative Resignation(s)**



Meeting Apr 25, 2022 - Board of Education Meeting

Category 9. 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-Administrative Resignation.pdf \(80 KB\)](#)

## **10. 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.)**

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**Subject A. School Services Report: Updates to Policy 343.45 Start College Now, 343.46 Early College Credit, and Policy 453.4 Administration of Drug Products & Medications to Students**

Meeting Apr 25, 2022 - Board of Education Meeting

Category 10. 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, Presentation, Report

File Attachments  
[Informational Item - Start College Now Policy 343.45 and Early College Credit Policy 343.46 Update 4.25.22.pdf \(111 KB\)](#)  
[Start College Now - Technical College Program Policy 343.45 and 343.45-Rule 1. April 25, 2022.pdf \(234 KB\)](#)  
[Early College Credit Program Policy 343.46 and 343.46-Rule April 25, 2022.pdf \(231 KB\)](#)  
[Administration of Drug Products-Medications to Students 453.4.pdf \(97 KB\)](#)  
[Informational Item - Medication Policy.pdf \(8 KB\)](#)

## **11. Board Business**

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**Subject A. Naming of the Houdini Elementary School Gymnasium in Honor of Mr. Mark Vivoda - for Consideration**

Meeting Apr 25, 2022 - Board of Education Meeting

Category 11. Board Business

Type Action

Greg Hartjes will discuss naming of Houdini Gym in honor of Mark Vivoda-Item for Consideration

File Attachments  
[IFC - Naming the Houdini Gymnasium in honor of Mr. Mark Vivoda-4-25-22.pdf \(114 KB\)](#)

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

Meeting Apr 25, 2022 - Board of Education Meeting

Category 11. Board Business

Type Action, Discussion

**Subject** C. Community Linkages Opportunity Planning Update - for Discussion  
Meeting Apr 25, 2022 - Board of Education Meeting  
Category 11. Board Business  
Type Discussion, Information

## **12. Items of Information**

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**Subject** A. None  
Meeting Apr 25, 2022 - Board of Education Meeting  
Category 12. Items of Information  
Type

## **13. Future Meetings**

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**Subject** A. Board Work Session: Thursday, April 28, 2022, 7:30 AM  
Meeting Apr 25, 2022 - Board of Education Meeting  
Category 13. Future Meetings  
Type Information

**Subject** B. Board Work Session: Monday, May 9, 2022, 4:00 PM  
Meeting Apr 25, 2022 - Board of Education Meeting  
Category 13. Future Meetings  
Type

**Subject** C. Board Meeting: Monday, May 9, 2022, 6:00 PM  
Meeting Apr 25, 2022 - Board of Education Meeting  
Category 13. Future Meetings  
Type Information

## **14. Adjourn**

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**Subject** A. Motion to Adjourn the Meeting  
Meeting Apr 25, 2022 - Board of Education Meeting  
Category 14. Adjourn  
Type Action, Procedural

**Appleton Area School District**  
**Board of Education**  
**Member Commitment**

As a member of the Appleton Area School District Board of Education, I shall uphold the laws and Constitutions of the United States and State of Wisconsin and shall do my utmost to represent the public interest in education by adhering to the following commitments:

- I shall remember that my greatest concern must be the educational welfare of every student attending the public schools.
- I shall represent all school district constituents honestly and equally and refuse to surrender my Board of Education responsibilities to special interest or partisan political groups.
- I shall recognize that a board member has no legal authority as an individual and that decisions can be made only by a majority vote at a board meeting.
- I shall attend all meetings and be prepared at those meetings to act on issues before the board.
- I shall encourage and respect the free expression of opinion by my fellow board members and others who seek a hearing before the board.
- I shall abide by majority decisions of the board, while retaining the right to seek changes in such decisions through ethical and constructive channels.
- I shall avoid any conflict of interest or the appearance of impropriety, which could result from my position, and shall not use my board membership for personal gain or publicity.
- I shall take no private action that might compromise the board or administration and shall respect the confidentiality of privileged information.
- I shall be involved in and knowledgeable about not only local educational concerns, but also about state and national issues.

In addition, I shall encourage my board of education to pursue the following goals:

- The development of effective school board policies, which provide direction for the operation of the schools and delegate authority to the superintendent for their administration.
- The development of procedures for the regular and systematic evaluation of programs, staff performance, and board operations to ensure progress toward educational and fiscal goals.
- The development of educational programs which meet the individual needs of every student, regardless of ability, race, sex, creed or social standing.
- The development of systematic communications which ensure that the school board, administration, staff, students, parents, and community are fully informed and that the district understands the community's aspirations for its schools.
- The development of sound business practices which ensure that every dollar spent produces maximum benefits.

## BOARD OFFICERS

The Board of Education shall annually elect the following Board officers from among its members at the organizational meeting of the Board, which is to be held on or within 30 days after the fourth Monday in April. Board officers shall consist of a President, Vice President, Clerk and Treasurer. If there is only one nominee for an officer position, voting shall be done by voice vote. If there is more than one nominee for an officer position, voting shall be done by secret ballot. The officers shall be elected in the following order: President, Vice-President, Treasurer and Clerk. Voting for any of the officers shall continue until a majority vote is received.

Board officers shall serve for one-year terms, from one organizational meeting until the next provided that the officer remains a member of the Board. In the event of an officer's absence or inability to act, or a Board officer vacancy, the Board shall appoint another Board member to discharge the officer's duties using the same voting method as outlined above. When an officer is elected to fill a vacancy, the person elected to fill the vacancy shall serve until the next organizational meeting. As noted below, the Vice President shall automatically carry out the duties and responsibilities of the President in his/her temporary absence or inability to act.

Removal of any Board officer from his/her position as an officer prior to the expiration of his/her term as an officer shall be handled in accordance with the requirements of state law and upon advice of legal counsel regarding the appropriate procedures.

### DUTIES OF THE OFFICERS:

The President shall:

1. Serve as chairperson of all Board meetings and be responsible for seeing that minutes are properly recorded, approved, and signed.
2. Countersign all checks and other orders for the disbursement of District funds.
3. Defend the District from actions brought against it and prosecute actions brought by the District.
4. Prepare the agenda for all regular and special Board meetings, in consultation with the Superintendent.
5. Ensure that public notice is given for all meetings of the Board.
6. Serve as spokesperson for the Board.
7. Appoint standing Board committees and any other committees as determined necessary by the Board.
8. Vote on matters before the Board just as any other Board member.
9. Perform other duties as required by law or assigned by the Board.

The Vice President shall:

1. In the absence of the President, discharge the duties and responsibilities of the President.
2. Perform other duties as required by law or assigned by the Board.

The Clerk shall:

1. Be responsible for recording of all proceedings of all Board meetings and entering

them, together with copies of all reports to municipal clerks in the District's official records.

2. Carry out school board election duties as required by law.
3. Administer the oath of office to newly elected and appointed School Board members.
4. Report the name and address of all board members to the Clerk and Treasurer of each municipality having territory within the School District within 10 days of their election or appointment.
5. Draw orders upon the Treasurer and see that they are properly recorded.
6. Sign checks in payment of lawfully incurred and properly approved expenditures as required by law.
7. Furnish each teacher with a copy of the contract between him/her and the School Board.
8. Deliver annually on or before November 10 to the Clerk of each municipality having territory within the School District, a certified statement showing that proportion of the amount of taxes levied.
9. Notify the proper postmaster of the name and location of any new school(s) and the proper disposition of mail addressed to it.
10. File a timely and verified annual school district report with the Department of Public Instruction.
11. Perform other duties as required by law or assigned by the Board.

The Treasurer shall:

1. Receive and deposit promptly in the officially designated District depository(ies) all monies paid to the District, and keep a record of the receipt of such monies.
2. Provide for the disbursement of District funds in accordance with State law.
3. See that a monthly report is submitted to the Board reflecting the current balance in District funds and receipts for the preceding month.
4. Present to the annual meeting a written statement of all money received and disbursed by the treasurer during the preceding year.
5. Sign checks in payment of lawfully incurred and properly approved expenditures as required by law.
6. Make arrangements to apply for, receive and sue for all money appropriated to or collected for the school district and disburse the same in accordance with State statute.
7. Perform such other duties as required by law or assigned by the Board.

#### **DELEGATION OF BOARD OFFICER DUTIES**

Although board officers may delegate certain ministerial or administrative tasks associated with the performance of their duties to another board member or a school district employee, they cannot delegate power and authority. Regardless of the decision to delegate any ministerial or administrative tasks, the board officer is ultimately responsible for any duty or obligation assigned to him/her.

Legal References: Wisconsin State Statutes 17.13, 19.88(2), 120.05, 120.06, 120.11(2), 120.15, 120.16, and 120.17

Adoption Date: November 27, 1989

Amended Date: March 9, 2020

## BOARD OFFICER ELECTION PROCEDURES

If there is only one nominee for an officer position, voting shall be done by voice vote. If there is more than one nominee for an officer position, voting shall be done by secret ballot. The officers shall be elected in the following order: President, Vice-President, Treasurer and Clerk.

The current Board President shall have the duty of presiding over the election of officers, unless he/she is no longer on the Board, in which case the current ranking officer shall preside over the election of officers. The Board President or other presiding officer shall appoint a member of the District staff to count any paper ballots used in connection with the election process and shall then confirm with the School Board the method of voting that will be used to elect officers. The election process, to be repeated as many times for each office as is necessary to elect the officer, shall be as follows:

1. The current Board President or other presiding officer shall make a call for nominations for the officer position to be elected. Any Board member may nominate any eligible person for the office, including him/herself. Nominations need not be seconded. The nominees shall be asked to accept or decline the nomination. Once the nominees for the particular round of voting are clearly established, a vote shall be taken by the method specified above. All Board members who are participating in the meeting, including all nominees for the officer position in question, shall cast a vote.
2. If a nominee earns a majority of the votes cast for the officer position in question, the position is filled and the process begins anew for the next officer position until all officer positions are filled. If no nominee earns a majority of the votes cast, the voting process repeats for that position. Additional nominees (including nominees who previously declined nomination or who withdrew from consideration during a prior round of voting) may be added prior to each new round of voting for the office, if such additional rounds of voting are needed.

Adoption Date: March 9, 2020

## Item for Consideration

**Topic:** Reauthorization of Board Ad Hoc Committee – Community Linkages

**Background Information:**

As part of our continued work in implementing a Coherent Governance model for the District, and out of a desire to continue to build strong relationships with our community, the Board of Education proposes the reauthorization/continuation of an ad hoc committee of the Board to further develop the plan for Community Linkages.

The committee will be comprised of three (3) board members. All meetings shall be open to the public and noticed at least 24-hours in advance, in accordance with Wisconsin Open Meetings Laws.

The following Board of Education members have volunteered to continue their services for the Community Linkages Committee:

Edward Ruffolo (Chair)  
Deborah Truymen (Member)  
James Bacon (Member)

This term for this committee would begin on Monday, April 25, 2022, and expire on Sunday, April 23, 2023. At the Reorganizational Meeting of the Board of Education, scheduled to be held on Monday, April 24, 2023, board members could elect to renew or reauthorize the committee.

**Fiscal Note:** Varied by opportunity, but minimal.

**Recommendation:** Board approval of the reauthorization of the Board Ad Hoc Committee for Community Linkages, for a period beginning Monday, April 25, 2022, and expiring on Sunday, April 23, 2023.

**Instructional**

**Impact:** No instructional impact.

**Contact**

**Person:** Edward Ruffolo, Committee Chair  
edwardaruffolo@aasd.k12.wi.us

**Board Date:** April 25, 2022

***Policy Type: Governance Culture*****Board Committees**

The Board may create committees if they are deemed helpful to the Board in the performance of its responsibilities. If committees are established, they will be used exclusively to support the work of the Board as described in Policy GC-3 and will never be created or used to assist the Superintendent in any operational area.

1. Board committees and other such entities, by whatever name created by the Board, will not direct, advise, assist or oversee the Superintendent or staff. Committees customarily will prepare recommendations for Board consideration. Board committees will have no authority over staff and may exercise demands on staff time and organizational resources only to the extent authorized in this policy.
2. Board committees may not speak or act for the Board. The responsibilities and authority of all Board committees are carefully stated in this policy to assure that committees fully understand their duties and extent of authority, and to assure that committee work will not usurp or conflict with the Board's own authority or conflict with authority delegated to the Superintendent.
3. All Board committees are considered to be ad hoc, or temporary, and shall include in their creation a date of expiration. Committees may be renewed or reauthorized upon their expiration, but unless the Board acts to renew the committee's existence, it shall cease to exist upon the date specified.
4. Board committees may or may not include members of the Board, but may not constitute a quorum of the Board.
5. Board committees shall follow Open Meetings laws.

Adopted: June 14, 2021

***Monitoring Method: Board self-assessment***

***Monitoring Frequency: Annually***



## ITEM FOR CONSIDERTION

**Topic:** Naming of the Houdini Elementary School Gymnasium in honor of Mr. Mark Vivoda

**Background Information:** The staff of Houdini Elementary School recommend naming the Houdini Elementary School gymnasium to honor Mr. Mark A. Vivoda in recognition of his outstanding contribution to the Houdini School community.

As a child, Mark attended school in the Appleton Area School District. Reflecting upon his time as a student, Mark recognized that school was challenging for him, but because a few of his teachers took a special interest in him, he was put on a path of success for life.

For thirty-nine and one-half years, Mark's professional life was devoted to the Appleton Area School District. He served as the building engineer at Houdini Elementary School from the time the school opened in September 1988 until his retirement on February 28, 2022. Through times of change and transition, Mark was a stable and vital person at Houdini: the patriarch of the Houdini community. He created a welcoming, enjoyable, and safe school for everyone. One staff member shared, "He was the first Houdini colleague I officially met, and from our very first introduction, he has been one of the reasons I look forward to coming into the building each week. His hard work, kindness, sense of fun, and relationships with staff and students are second-to-none." Mark was an outstanding role model for students. Whether he was demonstrating a strong work ethic, mentoring students, or participating in fun activities, students were always at the heart of everything he did.

Mark took great pride in the school and the work he did there. He maintained a facility that was always ready to service students by taking it upon himself to be an around the clock caretaker for the building. Mark consistently went above and beyond to design and make items for our school. He never turned down a request and worked to make everything functional for staff and kids.

Mark is a pillar of the Houdini Elementary School community. He committed his life's work to bettering Houdini School and the Houdini community. Policy 940 states that a District facility may be named for an individual person, and that person "should be of exemplary moral character, have made an outstanding contribution to education, humanity or the District's community, have displayed outstanding leadership, or be a person of historical significance." Without question, Mark A. Vivoda meets the criteria for this honor.

Once named, an appropriate plaque will be placed onsite so that future generations of students, parents, staff members, and community members will understand and appreciate the dedication's meaning.

**Instructional Impact:** N/A

**Fiscal Note:** Approximately \$100 for the purchase of a plaque

**Administrative Recommendation:** Approval

**Contact:** Dr. Judy Baseman, 997-1399 ext. 6126  
Greg Hartjes, 997-1399 ext. 2029

**Board Action:** April 25, 2022

## ITEM FOR CONSIDERATION

**Topic:** Lease with Zion Lutheran Church (Zion) for space used by the Appleton Bilingual School (ABS)

**Background Information:** The District's current 5-year lease with Zion Lutheran Church terminates on August 31. We would like to enter into a new 2-year lease that would commence on the 1st day of September, 2022, and will terminate on August 31, 2024. The new lease will include a 4.7% rental rate increase in the first year of the lease and no increase in year two.

The enrollment of ABS has decreased from 177 students in 2018-2019 to 119 students this year. The declining enrollment causes uncertainty with the future space needs of ABS, thus it is at our request to sign a 2-year lease rather than a 5-year lease.

**Instructional Impact:** Instructional spaces will be unchanged

**Fiscal Note:** Annual rental cost will increase from \$88,380 to \$92,534.

**Recommendation:** Approval

**Contact:** Greg Hartjes, 997-1399 ext. 2029

**Potential Board Action:** April 25, 2022

## ITEM FOR CONSIDERATION

**Topic:** Tesla Engineering Charter School Contract Five-Year Renewal

**Background  
Information:**

The concept that Tesla Engineering Charter School is built on started over two decades ago with the Fox Cities Chamber of Commerce and Industry Alliance for Education's exploration of the feasibility of a regional technical high school. The result of their work is Tesla Engineering Charter School. This school aims to produce high school graduates who excel in STEM skills and are well prepared for post-secondary education and experiences. The mission of Tesla is to integrate a broad exposure to the field of engineering and technology with a balanced high school experience, and to prepare students with the aptitude and passion to pursue post-secondary education and careers in science, technology, engineering and math ("STEM").

Tesla was first granted charter status in spring 2002, revised its contract in 2007 and 2012. Tesla is once again seeking reauthorization with a revised charter contract.

**Fiscal  
Note:**

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

**Instructional  
Impact:**

Charter schools help to provide another educational option for students and parents. This STEM school offers students an opportunity to explore the world of science, technology, engineering, and math through contextual, hands-on learning. It is uniquely connected to a supportive community of businesses, post-secondary education, parents and professional groups. Tesla Engineering Charter School offers a challenging curriculum to students who have an interest in and passion for exploration, discovery, and the creation of something new and innovative.

**Administrative  
Recommendation:**

Approval of the reauthorization of Tesla contract as submitted.

**Contact  
Persons:**

Jacque Smedberg, 920-832-6212, [smedbergjacqu@aad.k12.wi.us](mailto:smedbergjacqu@aad.k12.wi.us)  
Nick German, 920-832-6211, [germannicholas@aad.k12.wi.us](mailto:germannicholas@aad.k12.wi.us)  
Matt Zimmerman, 920-997-1399 x-2026, [zimmermanmatth@aad.k12.wi.us](mailto:zimmermanmatth@aad.k12.wi.us)  
Mike Hernandez, 920-997-1399 x-2027, [hernandezmicha@aad.k12.wi.us](mailto:hernandezmicha@aad.k12.wi.us)

**CHARTER SCHOOL CONTRACT BETWEEN  
THE APPLETON AREA SCHOOL DISTRICT AND THE TESLA ENGINEERING CHARTER SCHOOL  
GOVERNANCE BOARD**

**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 Tesla Engineering Governance Board (“Tesla”), 2121 E Emmers Drive, Appleton, Wisconsin, 54914

**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 Tesla a charter to operate as a charter school pursuant to Wisconsin Statute §118.40(2m)(a),

**NOW, THEREFORE**, the parties agree as follows:

**1. Definitions.**

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

- a. “Host School”: means a public school in the AASD that allows Tesla to use its classrooms and other educational facilities for the purpose of educating Tesla’s students
- b. “Home School”: means the school the students enrollment falls per their geographical location or school of choice
- c. “Partner School”: means a public or private school with which FRA students participate in co-curricular activities and student events.
- d. “PLTW”: means Project Lead the Way, a national pre-engineering curriculum developed and supported by business, industry, and post-secondary institutions
- e. “STEM”: mean Science, Technology, Engineering, and Mathematics, as it relates to a wide range of educational opportunities and career fields.
- f. “Tesla”: means Tesla Engineering Charter School.
- g. “Tesla Governance Board”: means the governing body of Tesla Engineering Charter School.

**2. Establishment.** The entity seeking to establish the Charter School is the Tesla Governance Board.

**3. Administrative Services.** At its sole cost and expense, AASD will provide administrative services to support all School District employees and all enrolled pupils at Tesla 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 Tesla 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 Tesla with a list of all information required and Tesla 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.** Tesla will be an instrumentality of the AASD.

5. **Educational Program.** The following is a description of the Tesla educational program of the school and methods used to enable pupils to attain the educational goals under Wis. Stat. § 118.01. Tesla shall notify the AASD in a timely manner in the event of a change in instruction method.

- a. The mission of Tesla Engineering Charter School is to integrate a broad exposure to the field of engineering and technology with a balanced high school experience, and to prepare those students with the aptitude and passion to pursue post-secondary education and careers in STEM.
- b. The primary focus of the school will be mechanical, electrical, and civil engineering, however, other fields of STEM will also be explored. In addition, students will learn the teamwork, creativity, problem-solving skills, curriculum skills, and knowledge that apply to a broad spectrum of STEM-related careers.
- c. Students who enroll in Tesla will participate in educational coursework that is career focused and coordinates academic and technical learning. Knowledge and skills will be taught in content using multiple approaches to team-based, interdisciplinary, student-centered learning, coupled with practical, real-world, open-ended problems and experiences.
- d. A difference between Tesla and the traditional high school is that Tesla students participate in classes as a cohort of students making up a small learning community with an interest in STEM fields. As students move up the grade levels, they are induced to a variety of STEM career fields and opportunities, are regularly guided and mentored toward making sound career and post-secondary decisions based on their passions, abilities, and marketplace demand.
- e. Tesla will employ the PLTW curriculum for the technical coursework within the school and will adapt the existing AASD curriculum for math, science, and English Language Arts to meet the specific needs of Tesla students. PLTW curriculum uses an Activity-Project-Problem approach to learning that empowers students to develop essential skills in problem-solving, critical and creative thinking, communication, collaboration, and perseverance.

- f. Blended learning will be used to leverage the best of both face-to-face learning and online learning, pursuing the goal of serving each student’s individual learning needs.

The Tesla Governance Board will review the Tesla curriculum at least annually to re-evaluate courses, content, delivery and methods of training. Updates will be made at the recommendation of the Tesla Governance Board and will be implemented as soon as practicable.

**6. Methods of Measuring Student Progress.** Tesla shall use the following local measures, assessments and standardized tests to measure pupil progress. Tesla will participate in the District’s Continuous School Improvement Planning (CSIP) and reporting process.

- a. Student Goal 1--Increase student achievement in state standardized assessments.
  - (1) Objective: Tesla students will score at or above the state average of student scoring proficient or advanced in reading assessments.  
Assessment: ACT Aspire and ACT or any future state assessments
  - (2) Objective: Tesla students will score at or above the state average of students scoring proficient or advance in mathematics assessments.  
Assessment: ACT Aspire and ACT or any future state assessments
  - (3) Objective: Tesla students will score at or above the state average of students scoring proficient or advance in STEM assessments.  
Assessment: ACT Aspire and ACT or any future state assessments
- b. Student Goal 2—Other assessments specific to the charter school.
  - (1) Objective: By the end of each academic year, 80% of students will score an A & B or better in each of the Tesla courses.  
Assessment: Course summative assessment
- e. Tesla shall report progress on IEPs in accordance with the IDEA and AASD administrative practices.
- f. Tesla shall administer other assessments as required under state and federal law, and as directed by AASD.
- g. Tesla shall provide AASD records as required to document compliance with state and federal law.

**7. Governance Structure.**

- a. Governance Board. A Governance Board consisting of staff, parents, and community members will govern the school (the “Tesla Governance Board”). The Tesla 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 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 Tesla;
- 3) to establish and oversee curriculum;
- 4) to establish and oversee school guidelines and policies not to exceed its authority granted herein;
- 5) 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 Tesla members to its committees, in accordance with Tesla bylaws;
- 10) to receive and disburse funds, subject to Section 13 of this Agreement;
- 11) to secure appropriate insurance, which it has done pursuant to Section 18 of this Agreement;
- 12) 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;
- 13) to incur debt in reasonable anticipation of funds, subject to Section 13 of this Agreement;
- 14) to pledge, assign or encumber its assets to be used for loans, subject to Sections 13, 18 and 19 of this Agreement;
- 15) 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
- 17) to sue and be sued in its own name, subject to limitations under this Agreement and state law.

- 18) Such other matters as the Tesla may deem necessary or appropriate with regard to the operations or affairs of Tesla, but not to exceed the authority granted by the AASD under the terms of this Agreement and state and federal law.
- b. Lead Teacher. Tesla will be a teacher led school. The lead teacher will coordinate and oversee the daily operation of the school and will work closely with the Tesla Governance Board to ensure that the educational goals of the school are met. Communications from AASD needed for procedural purposes will go to the Tesla Lead Teacher as well as the Tesla Principal. The Tesla Lead Teacher will meet regularly (minimum once per month) with the assigned principal to provide consistent and collaborative communication.
- c. Principal. A principal will be assigned to Tesla by AASD. AASD will appoint the principal in collaboration with the Tesla Governance Board. The Tesla principal will demonstrate an interest and a commitment to the students as well as the mission and vision of the school. The Tesla principal will be appropriately licensed, pursuant to state law.
- d. Governance Board Constitution. Other than issues specifically addressed in this Agreement regarding the Tesla Governance Board, the size, method of appointment and constitution of the Tesla Governance Board will be as stipulated in the Tesla Governance Board's by-laws. Total membership of the Tesla Governance Board shall be comprised of fewer than 50% AASD employees. AASD administrators and AASD Board of Education members will not serve on the Tesla Governance Board.
- e. Officers. Election of officers is detailed in the by-laws of the Tesla Governance Board.
- f. Meetings. Meetings will be held Tesla times per year (as outlined in the bylaws). A quorum, consisting of a majority of the Voting Members of the Tesla 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. Annual Report. AASD will create an Annual Report for DPI requirements as the authorizer. The Annual Report may include:
- (1) state testing results
  - (2) enrollment data
  - (3) attendance data
  - (4) student parent satisfaction survey results
  - (5) financial report
  - (6) student academic progress
  - (7) post-graduation data (as it is available)
  - (8) Other \_\_\_\_\_



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 Tesla 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:

Parents/guardians will be involved in the Tesla by having representation on the Tesla Governance Board. Parents/guardians will also serve on Tesla Governance Board committees such as enrollment, by-laws, curriculum and facilities. Parents will be an integral part of instructional delivery as they will be encouraged to share their expertise and interests related to the studies at Tesla.

- a. Tesla will provide numerous opportunities for meaningful parent/community involvement. The community service requirement, the use of community members as primary sources in research, the opportunity to develop mentor relationships, and student end-of-year/capstone projects all serve to encourage students and parents to become concerned and contributing members of their communities on local, state, national and international levels.
- b. For the period that Tesla is housed within a Host School, students will be able to participate in the after school activities available to the students of the Host School. If Tesla students meet the age range for afterschool programs, Tesla students will be able to attend these programs at the Host School.
- c. Tesla will enrich the opportunities for students and staff at the Host School in a variety of ways as well. Speakers and programs brought in by Tesla will be made available to the Host School's students, parents, and staff. Donations that are given to Tesla are given with the stipulation that the equipment purchased with the funds will be owned by Tesla. The understanding with donors is that the equipment/services will be used by other Tesla and the host schools staff and students; however, if Tesla should change locations, the equipment would move with the school
- d. Parents will receive mid-quarter and quarterly reports on student progress at Tesla. 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.
- e. Students from the 9<sup>th</sup> through 12<sup>th</sup> grades will: have email accounts assigned by AASD; and will be able to fully utilize available technology under the supervision and website administration of Tesla teachers.
- f. Parental issues, concerns, questions, and complaints will be handled following these steps:

- (1) Contact the classroom teacher.
- (2) If resolution has not been reached, or if the concern is school wide, the Tesla lead teacher will be contacted.
- (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 Tesla 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 Tesla 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. They should also have knowledge or a desire to acquire knowledge in STEM Education and a willingness to conduct integrated lessons with other content areas within Tesla. All provisions of the Employee Handbook for posting and selection of teaching staff will be followed.
- b. Teachers who work at Tesla 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 Tesla will be posted and filled through the staffing process as outlined in the AASD Employee Handbook.
- e. Tesla and Principal have discretion on which AASD meetings/trainings teachers will attend, with the exception of mandatory meetings/trainings designated by AASD.

**10. Student Health and Safety.** All federal, state and local health and safety regulations and building code standards will be followed at all AASD locations at which Tesla may be located. In addition, the health and safety policies applicable to all other non-charter schools in the AASD shall apply equally to Tesla.

**11. Recruitment and Means of Achieving Racial/Ethnic Balance**

- a. Tesla 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. Tesla official non-discrimination policy will be applied in all operations. Access to Tesla 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. Tesla 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.

## **12. Admission Requirements.**

- a. Tesla is open to all students of the AASD as well as students applying through the Wisconsin Inter-District Open Enrollment process. Application to and attendance at Tesla is voluntary and no tuition is charged. Students who do not wish to attend or are not admitted to Tesla 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 Tesla 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. Tesla will give enrollment preference to current students at Tesla. This group will be exempt from the lottery. Siblings of current students will be given preference in the lottery.
- e. Children of Tesla full-time staff and governing board members may be given a preference for enrollment but must be limited to no more than 10% of Tesla's total enrollment.
- f. Students may enroll and attend Tesla at any point during the school year as space permits in accordance with Tesla lottery procedures and guidelines.
- g. Students must be enrolled in or open-enrolled in the AASD.
- h. 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.
- i. 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. Equal Funding: Tesla 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 Tesla space. In addition, Tesla receives funding based on the per-pupil formula applied to all schools in the AASD. The Tesla 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.
- b. Purchases: 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. Personnel: Full-time Teacher Equivalent (FTE's) will be allocated to Tesla in the same manner as it does for all AASD schools. As the school's enrollment grows, the necessary FTE's will increase, based on what are current AASD class ratios. Specialists will be allocated by AASD formula as well.
- d. Administration: 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. Curriculum: Curriculum will be developed with input and/or assistance of environmental foundations and university personnel. A quality curriculum at Tesla 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. Liability Insurance: As an instrumentality of the AASD, the Tesla will fall under the umbrella of the AASD's liability insurance.

- g. Co-curricular Activities: All Tesla students may participate in co-curricular activities at their home school or at their host school but must conform to WIAA regulations.
- h. Food Services: Food service will be provided through the AASD's food service program assigned to the school's facility.
- i. Pupil Services: Pupil services will be provided through AASD staff assigned to the school's facility and subject to paragraph 21 herein.
- j. Custodial Services: Custodial and maintenance services will be provided by the AASD at the school's facility.
- k. Testing and Assessment: State and Federal testing and assessment that is administered by the AASD will be the same for Tesla students as is given to students at other AASD schools.
- l. Grant Funds: Grant funds will be used to support travel and professional development budget for Tesla to attend STEM workshops and other professional development conferences that are aligned to the mission and goals of Tesla.
- m. Health and Safety: Tesla will rely upon AASD nursing staff and trained staff to provide the necessary resources. Tesla 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 Tesla will consist of the following steps:
  - 1) Student contact within the classroom that will immediately address the inappropriate behavior.
  - 2) Student meeting after school or during recess to address the behavior and discuss appropriate alternative behaviors.
  - 3) Meet with student and parents to discuss continuing behavioral problems and potential solutions.
- b. The Tesla Governance Board reserves the right to create and/or approve a Tesla 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 Tesla principal (or Host School administrator) and all AASD expulsion policies and procedures will be followed.

**15. Public School Alternatives.** No student will be required to attend Tesla. Students, who do not elect to attend Tesla, may attend a school within the AASD in conformance with the enrollment policy of the AASD Board of Education.

16. **Tuition.** Tesla shall not charge any tuition. Tesla 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 Tesla. The scope of the annual audit will be determined by the AASD and conducted at the expense of the AASD. Tesla 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 Tesla 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. **Facilities.** Tesla is currently located at Appleton East High School, Appleton, Wisconsin, 54915. 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. **Liability Insurance.** The AASD shall insure all ordinary and reasonably foreseeable risks related to operation of Tesla including liability, property, worker’s compensation, errors and omissions, and comprehensive coverage (\$10,000,000/occurrence).

19. **Indemnification and Limitation on Liability.**

- a. **Indemnification of District.**
  - 1) 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, Tesla 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, would establish:
    - a) Breach by Tesla of any provision of this Agreement;
    - b) Failure by Tesla Governance Board to comply with all applicable law, relating to this Agreement or operation of Tesla, 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

- c) Any negligent or willful act or omission of Tesla Governance Board, or its employees or agents in connection with the performance of the obligations of Tesla Governance Board under this Agreement. The obligation of Tesla 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. Indemnification of Tesla Governance Board

- 1) 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 Tesla 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 Tesla Governance Board or its agents and employees. The obligations set forth in this Section 19 survive the termination of this Agreement.

- c. Indemnification Procedure. 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. Limitation of Indemnity by AASD. The obligation of AASD to indemnify Tesla 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. Non-Sectarian Status.** Tesla 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 Tesla 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.

Tesla 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 Tesla. Tesla will follow the AASD policy and state law governing seclusion and restraint.

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

- a. AASD will provide employees to provide required IEP services to Tesla.



- b. Tesla 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. Tesla shall document the interventions as required through the Response to Intervention Process for use and consideration in all referrals under the IDEA.
- d. Tesla will cooperate with the LEA in all initial evaluation and re-evaluation processes.
- e. Tesla 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. Tesla will provide the LEA with any required data for IDEA self-assessment process in a timely fashion.
- g. Tesla shall provide appropriate notification to parents of all the LEA notices and procedural safeguards.
- h. Tesla's implementation of the student IEPs shall follow the LEA AASD calendar, which will be provided to the Tesla annually. If the Tesla school calendar does not follow the LEA AASD calendar, IEP implementation shall follow the Tesla 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 Tesla in accordance with state requirements and sent upon request.
- k. Tesla 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.
- l. 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. Tesla 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 Tesla in CPI: Nonviolent Crisis Intervention Training rotation schedule.
- p. The District will invite Tesla 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. Term. 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 the first day of the 2022-2023 school year, and shall expire at midnight, on June 30, 2027, unless terminated or extended pursuant to the terms hereof.
- b. Renewal. Pursuant to §118.40(3)(b), Wis. Stats., upon expiration of the initial Term, the AASD Board of Education and Tesla 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 Tesla deem appropriate.
- c. Termination by Board of Education. This Contract may be terminated by the AASD Board of Education if it finds that:
  - (1) Tesla has insufficient enrollment to successfully operate a charter school,
  - (2) If Tesla fails to comply with generally accepted accounting principles and standards of fiscal management,
  - (3) If the students of Tesla have not shown sufficient academic progress using multiple measures. Students enrolled at Tesla for two or more consecutive years will perform at or above AASD average on WSAS or longitudinal assessments of mathematics and reading and local authentic assessment measures agreed upon jointly by the Tesla Governance Board and AASD.
  - (4) If students enrolled in Tesla have failed to make sufficient progress toward attaining the educational goals of their curriculum. If an extension of time to attain such goals is requested by the Tesla 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 Tesla will take to attain such educational goals within a reasonable timeframe. If the AASD Board accepts the written plan, or a modified plan, Tesla shall be allowed a reasonable time in which to correct the progress deficiencies.
  - (5) The Tesla 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) Tesla has failed materially to comply with Applicable Law,
  - (7) Any director, members, employee, or agent of Tesla has knowingly violated any statute, ordinance or Board policy with respect to the operation of the Charter School,
  - (8) Tesla knowingly violates Section 118.40 of the Wisconsin Statutes governing charter schools,

- (9) Tesla 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 Tesla, the AASD will provide written notice of the specific material default asserted and afford Tesla 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 Tesla 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 Tesla undertake corrective and remedial actions identified by the AASD. Termination of this Contract may be suspended by AASD upon compliance by Tesla 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. Emergency Termination or Suspension. 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 Tesla is put at actual risk thereby, the AASD Board of Education shall provide Tesla 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 Tesla pending further action.
- f. Termination by Tesla Governance Board. This Contract may be terminated by Tesla Governance Board if Tesla finds that any of the following have occurred:
- (1) Tesla 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 Tesla 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.

Tesla shall provide notice of termination effective June 30 of any year upon written notice to the Board of Education prior to January 31. When Tesla asserts a material default on the part of the AASD, Tesla 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. Final Accounting. Upon termination of this Contract, Tesla shall assist the AASD Board of Education in conducting a final accounting of Tesla by making available to the AASD Board of Education all books and records that have been reviewed in preparing Tesla annual audits and statements under Section 17 of this Contract.
- h. Equipment Disposition. Tesla 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.
- i. Funds raised by non-school groups through fundraising activities and directed to Tesla, Tesla School, or school organizations, shall be considered gifts to Tesla School. All gifts and bequests become property of Tesla and Tesla School, but may be used to offset any debt owed to AASD upon the final accounting.

**23. Autonomy.**

- a. Tesla 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, Tesla and the Tesla 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) Tesla Grade Promotion—Tesla Governance Board to establish criteria
  - 10) Tesla Graduation Requirements—Tesla Governance Board to establish criteria

**24. Transportation.** Transportation is not provided for students who choose to attend AASD Charter Schools.

**25. 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 Jake Zwayer: Board President  
Tesla Engineering Charter School  
2121 E Emmers Drive  
Appleton, WI 54915

With a copy to Jacqueline Smedberg: Principal  
Tesla Engineering Charter School  
2121 E Emmers Drive  
Appleton, WI 54915

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 Tesla 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 Tesla shall have no effect on the liability of Tesla other than those obligations specifically undertaken by Tesla under this Contract.

**27. Miscellaneous.**

- a. Governing Law. This Contract shall be governed by, and construed and interpreted under the laws of the State of Wisconsin.
- b. Application of Statutes. 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. Enrollment. Total full-time equivalent pupil enrollment at the School shall not be increased by a net change of more than seventy-five (75) students per academic year based on the prior academic year's highest total without Tesla's consent. Within the five (5) year period following the effective date of this Contract, Tesla shall seek to achieve full capacity of 225 full-time equivalent students.
- d. Entire Agreement. 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. Severability. 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. Assignment. This Contract is not assignable.
- h. Counterparts: Signature by Facsimile. 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.

**IN WITNESS WHEREOF**, the parties have caused this Contract to be executed by their duly authorized representatives as of the date written below. 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. Truymen  
Board of Education Clerk  
Date: \_\_\_\_\_

Tesla Engineering Charter School

By: \_\_\_\_\_  
Jake Zwyer  
Governance Board President  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Nick Luther  
Governance Board Secretary  
Date: \_\_\_\_\_

## ITEM FOR CONSIDERATION

**Topic:** AASD Summer School Courses for 2022

**Background Information:**

Each year the AASD Board of Education approves the course offerings for summer school. We will be offering academic support, credit recovery, enrichment and credit classes in 2022. As a part of the Fox Valley Summer School Consortium, students in any of the member school districts may attend summer school in any member school district. The 66.03 financial agreements for the Fox Valley Summer School Consortium were already approved by the AASD Board of Education.

Key points for the 2022 summer school program:

- A. Initial online registration using Infinite Campus for elementary and middle school students began April 4<sup>th</sup>, 2022. High school registration also began on April 4<sup>th</sup> through the guidance counselors.
- B. All of the elementary school programs are very similar except Columbus, which offers different structures for summer school.
- C. The basic dates are June 13<sup>th</sup> -July 8<sup>th</sup> , (no school July 4<sup>th</sup>) for elementary and middle school students. Credit recovery classes for high school students will run from June 13<sup>th</sup>- July 1<sup>st</sup> at East High School, as well as throughout the summer at each High School utilizing the Edgenuity platform, as well as an option to complete credits from spring semester by working with district staff. There are also various Camps scheduled throughout the summer, including Band, Engineering, A-Tech Camp, Tennis Lessons, Music Lessons, and Hmong Culture classes.
- D. Boys and Girls Club of the Fox Valley will have programs at Badger Elementary, Columbus Elementary, Foster Elementary Charter, Highlands Elementary, and Roosevelt Middle School. The YMCA will offer programs at Janet Berry Elementary, Ferber Elementary, Horizons Elementary, Jefferson Elementary, Johnston Elementary, Lincoln Elementary, and McKinley Elementary. The summer school aftercare information is available on the AASD website.
- E. A procedure is in place to match high school students wishing to volunteer, with summer school teachers that would like assistance in their classrooms.

**Fiscal Note:**

The AASD receives FTE aid based on the Department of Public Instruction's established summer school aid formula. The aid received offsets the annual summer school program budget. Summer school teacher payroll is handled through CESA 6. Billable expenses for students attending any consortium school district have been established by the Fox Valley Summer School Consortium. The basic rates are \$23.80/hour of instruction for teachers, and \$12.70 per hour for paraprofessionals.

**Administrative Recommendation:**

Approve as submitted.

**Instructional Impact:**

Summer school class offerings provide additional learning opportunities for students of all grade levels to succeed in the classroom during the regular school year. AASD curriculum is followed and enriched in the course offerings.

**Contact Persons:**

Stephan Harrison, 832-2177, [harrisonstepha@asas.k12.wi.us](mailto:harrisonstepha@asas.k12.wi.us)  
Gary Mulry, 832-3154, [mulrygary@asas.k12.wi.us](mailto:mulrygary@asas.k12.wi.us)  
Karrie Kadolph, 832-4976, [kadolphkarrie@asas.k12.wi.us](mailto:kadolphkarrie@asas.k12.wi.us)



## ADDITIONAL INFORMATION FOR ITEM FOR CONSIDERATION

**Site Coordinators:** The site coordinators for the 2022 Summer School are:

### **Elementary Coordinators**

<b><u>SCHOOL</u></b>	<b><u>COORDINATOR</u></b>
Badger	Amber Cittadino
Berry	Abby Danforth
Classical	Stacey Foley
Columbus	Robert McInnes
Dunlap	Cheryl McQuade
Edison	Johnny Yang
Ferber	Nicole Nelson
Foster	Jennifer Morales
Franklin	Shalene Huth
Highlands	Lisa Head
Horizons	Pam West
Houdini	Stephanie Malaney
Huntley	Kyler Meredith
Jefferson	Cathy Porter
Johnston	Tammy LaBorde
Johnston	Monica Wilson
McKinley	Kris Sherry
Richmond	Brianna Weyers
<b>EL Elem Coordinator</b>	Alma Cendejas Ruiz

### **Middle School Coordinators**

Einstein	Amber Szekeres
KA at Roosevelt	Tara Ellenbecker
Madison	Lynn Hoffman
Wilson	Annette Schwalenberg

### **High School Coordinators**

East	Debra Loesche
East	Eric Toshner
All Schools- Option 3	Eric Mueller
Central	Andy Protheroe

### **Summer School Assistant Coordinators**

Shane Knudsen  
Sara Hechel

### **Camp Coordinators**

Band Camp	Amanda Balane, Matt DiPietro
Strings Lessons	Rachel Richards
Engineering Camp	Sean Schuff
Hmong Culture	Ger Vang

## ITEM FOR CONSIDERATION

**Topic:** Approval of an Application for Foreign Travel – Summer 2023

**Background Information:** Overnight trips, excursions and other travel are considered logical extensions of the educational experiences provided for students. These trips will be planned and conducted in accordance with procedures listed in the Field Trips, Co-Curricular Trips, and Excursions policy 352 and 352-Rule.

Foreign travel is defined as travel beyond the forty-eight contiguous states. Schools must submit all principal approved applications to the School Services office by March 1 of the calendar year prior to the scheduled trip departure date. Schools will also submit a five-year plan (updated annually) for foreign travel to the School Services office before the end of May each year. It is expected that foreign travel will be scheduled during student vacation periods or in the summer.

School	Staff Member(s)	Class or Group	Destination	Date of Trip	School Days Missed	Approx. Cost Per Student
East, North & West	Bobbie Jo Sorensen, Stephanie Gorges, Dan Rankin	Global Studies	Italy & Greece	Window between: July 20 and July 26, 2023 for both departure and return	0	\$4,111.00

**Fiscal Note:** Fees for trips will vary from school-to-school. In most cases, parents, fundraising, grants, PTA, and environmental scholarships will help pay for costs.

**Administrative Recommendation:** Approval of the attached application for foreign travel.

**Instructional Impact:** Trips must substantially contribute to the learning objectives of the curriculum or stated objectives of the group. Students will experience learning opportunities unavailable in the classroom.

**Contact Persons:** Mike Hernandez, 997-1399 x-2027, [hernandezmicha@asds.k12.wi.us](mailto:hernandezmicha@asds.k12.wi.us)

BOE: 04/25/22

**APPLETON AREA SCHOOL DISTRICT**  
**Application for**  
**FOREIGN TRAVEL**

*Insert answers in **yellow** shaded areas only.*

<b>School:</b>	Appleton West, North, East High Schools
<b>Date of Application: (02/27/2020)</b>	04/20/2022
<b>Staff member conducting the trip:</b>	Bobbie Jo Sorensen; Stephanie Gorges; Dan Rankin

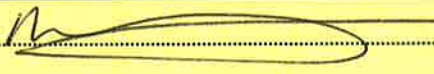
<b>1. Name of class or group:</b>	Global Studies	
<b>2. Grade level(s):</b>	Sophmore- Seniors	
<b>3. Destination:</b>	Italy and Greece	
<b>4. AASD curriculum standards that are addressed:</b> <i>(please state clearly and specifically)</i>	A.12.9; A.12.10; A.12.3; B.12.1; B.12.4; B.12.5;B.12.7;B.12.8; B.12.14; B.12.15; B.12.16; B.12.17; B.12.18; C.12.1; C.12.2; C.12.5; C. 12.14; C.12.15; C.12.16; E.12.2;E.12.6; E.12.8; E.12.12; This trip will follow students' sophomore year in World History or Global Studies and will help to enhance students knowledge of cultures, as well as how travel fosters personal growth. More specifically, the sites we visit on the tour can help them understand the context of our curriculum while also allowing the students to dig deeper with the educational tours which give more in-depth information of the culture. This will give our students a larger appreciation of history and culture. Students will travel to Rome, including the Ancient City of Rome (representative democracy) and Athens (birthplace of democracy), as well cultural experiences that will allow students to use their different lenses taught in class to appreciate the culture. This trip ties in well with numerous academic studies including but not limited to literature, history and art. The focus of this trip is on educational destinations of cultural, historical, and literary value.	
<b>5. Departure Date: (00/00/00)</b>	Window between July 10-July 26, 2023 (given 70 days in advance)	
<i>Place of Departure:</i>	Chicago	
<b>6. Return Date: (00/00/00)</b>	Window between July 10-July 26, 2023 (given 70 days in advance)	
<i>Place of Return:</i>	Chicago	
<b>7. Total number of school days to be missed, if any:</b>	<b>0.0</b>	
<b>8. Will any substitutes be required because of the trip? (Yes or No)</b>	No	
<i>If so, how many substitutes?</i>		
<i>How many days?</i>		
<b>9. PROGRAM FEES PER PARTICIPANT:</b>	List <b>total/actual</b> costs of each fee before factoring in donations, fundraising monies,	List participant fee after factoring in donations, fundraising monies, etc.
<i>(Please break down by category.)</i>		
<i>Transportation</i>	<b>\$3,870 package price</b>	<b>\$0-\$3,870.00</b>
<i>Lodging</i>		
<i>Meals</i>		
<i>Other expenses (explain below)</i>	<b>\$165.00 (passport; picture)</b>	<b>\$0-\$165.00</b>
<i>Additional monies needed (explain below)</i>	<b>\$76.00 (approx. tip money)</b>	<b>\$0-\$76.00</b>
<b>TOTAL PER PARTICIPANT:</b>	<b>\$4,111.00</b>	<b>\$0-\$4,111.00</b>

<b>10. Please list the names of those adults who will receive free transports, tickets, and/or meals:</b>	
	Bobbie Jo Sorensen
	Stephanie Gorges
	Dan Rankin (TBD)
	TBD (1-2)
<b>11. Will student fees subsidize adult expenses? (Yes or No)</b> If Yes, to what extent?	Yes 6 students = 1 free teacher spot
<b>12. Is fundraising being used? (Yes or No)</b> Explain:	Yes Students will participate in a variety of fundraiser including brat fries, gift card sales, and candy bar sales
<b>13. How are costs for needy students going to be addressed?</b>	Both chaperones and students have fundraised to offset the cost; students have been advised of scholarships available.
<b>14. Travel arrangements by (name of agency) :</b> Regular Carrier (Yes or No) Charter Carrier (Yes or No)	Education First- EF Yes No
<b>15. Anticipated number of students participating in the trip:</b>	42 (North, West, and East High Schools)
<b>16. Anticipated number of chaperones:</b> Staff Volunteers Total Male Chaperones: Total Female Chaperones: TOTAL CHAPERONES:	 3+ TBD TBD (at least one) TBD up to 7
<b>17. Attach complete itinerary of student time. Indicate any times students will be unsupervised.</b>	
<b>18. Attach any information you will use to communicate to parents and students to inform</b>	

A photocopy of each student's Student Health Certificate/Permission for Medical Care will be attached and taken on the trip.

The foregoing information is correct and I have read and agree to follow the Appleton Area School District Guidelines and Procedures for Overnight Trips, Policy 352.

## SIGNATURES:

<b>Staff Member Conducting Trip (electronic signature)</b>	Bobbie Jo Sorensen; Stephanie Gorges; Molly Meck, Dan Rankin
<i>Date of application</i>	2/27/22
<b>Principal (electronic signature)</b>	Mark McQuade
<i>Date of approval</i>	4/21/2022
<b>Assistant Superintendent</b>	
<i>Date of approval</i>	

Date of School Board Action (office use only)



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Do you like your temples well-preserved like the Pantheon or crumbling like the Parthenon? Italy and Greece practically own the early history of Western civilization, which becomes vividly clear as you walk through the ruins of the Roman Forum and the Acropolis in Athens. In Vatican City, crane your neck in awe inside St. Peter's Basilica and the Sistine Chapel. In Delphi, look deep into Greece's mythical past.

## YOUR EXPERIENCE INCLUDES:



Full-time Tour Director



**Sightseeing:** 6 sightseeing tours led by expert, licensed local guides; 1 walking tour



**Entrances:** Sistine Chapel; St. Peter's Basilica; Colosseum; Roman Forum; Meteora Monasteries; Delphi site; Delphi museum; Acropolis; Acropolis Museum; *with extension:* Stavros Niarchos Foundation Cultural Center



**Personalized learning guide:** Our personalized learning experience engages students before, during, and after tour, with the option to create a final, reflective project for academic credit.



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*@EFtours I attribute my college semester abroad to the love for travel I discovered on an EF Tour in high school #traveltuesday*

— MELISSA TRAVELER



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## What you'll experience on your tour

### Day 1: Fly overnight to Italy

#### Day 2: Rome

- Meet your Tour Director at the airport in Rome, a city that integrates its past into the present better than any other.

#### Day 3: Rome

- On your visit to the Vatican City, be sure to look out for the colorful uniforms of the Swiss Guard, protectors of the Vatican City.
- Marvel at Michelangelo's breathtaking ceiling on your visit to the Sistine Chapel.
- Visit St. Peter's Basilica.
- Time to see more of Rome or
  - visit the Catacombs.

#### Day 4: Rome

- Take an expert-led tour of Rome
- Visit the world's most famous arena, the Colosseum, where you can almost hear the stamping feet of the crowds gathered for gladiatorial combat.
- Visit the Roman Forum, the former heart of the Roman Empire where Julius Caesar gave many of his great political speeches.
- Continue on to Florence.

#### Day 5: Florence

- Welcome to Florence, the birthplace of the Italian language and opera. Florence was the epicenter of the Renaissance movement from the 14th to 16th century, and is the former home of artists like Michelangelo and Botticelli.
- Take an expert-led tour of Florence.

#### Day 6: Night ferry | Igoumenitsa

- Transfer to Ancona, a bustling port town. From here you'll take an overnight ferry to Igoumenitsa, the capital and largest city of northwestern Greece.

#### Day 7: Igoumenitsa | Meteora region

- Arrive in Igoumenitsa before continuing on to the Meteora region. The Meteora, a UNESCO World Heritage Site whose name literally translates to "middle of the sky," is a stunning formation of natural rock pillars and hills that climb their way into the sky.
- Take an expert-led tour of the Meteora Monasteries, which are located atop the different natural pillars. Set high in the sky, the location feels almost magical, and provides breathtaking views. It was settled during the 11th century by monks, and attracted not only the deeply religious, but also ancient Greek philosophers, poets, and painters.

#### Day 8: Delphi | Athens

- Take an expert-led tour of Delphi: Temple of Apollo.
- Visit the Delphi Museum.
- Continue on to Athens and discover the ancient city named for Athena, goddess of war and wisdom.
- Enjoy a free evening or
  - attend a Greek evening.

#### Day 9: Athens

- Snap a picture of the Presidential Guard in traditional costume on your expertly guided tour of the city. From here, pass the stadium that hosted the first modern Olympics in 1896. You'll also have the chance to see the Temple of Olympian Zeus, built in 515 B.C. to honor the most powerful of all Greek gods.
- Visit the Acropolis to view the Parthenon, perhaps the world's greatest architectural feat. See the Temple of Athena Nike, which once housed a gold statue of the goddess, her wings clipped to prevent her from deserting the city.
- Visit the Acropolis Museum.
- Take a walking tour of Athens: Plaka District.

#### Day 10: Depart for home

### • 3-DAY TOUR EXTENSION

#### Day 10: Mykonos island

- Enjoy free time to explore the island's Old Town.

#### Day 11: Kusadasi | Patmos island

- Included excursion to Ancient Ephesus.
- Enjoy free time to explore Patmos.

#### Day 12: Crete island | Santorini island

- Included excursion to the Palace of Knossos
- Included excursion to Oia Village in Santorini

#### Day 13: Athens

- After disembarking the ship, visit the Stavros Niarchos Foundation Cultural Center.
- Continue to Athens.
- Enjoy free time to explore the city or relax on the beach.

#### Day 14: Depart for home



*I will never forget this trip to Italy and Greece one of the greatest experiences of my life! #eflours #parthenon #Acropolis #Greece*

– KASEY, TRAVELER



Via Instagram

*Just returned from a tour in Greece. Could not have chosen better tour guides if I had hand picked them myself. Iris was GREAT! All the guides were extremely knowledgeable and informative. Not to mention the care that they took to ensure our safety and satisfaction! Great Job EF! Thank you again Iris, for an unforgettable trip of a lifetime!*

– SUE, GROUP LEADER



Via Facebook

## TOP THREE THINGS I WILL SEE, DO, TRY, OR EXPLORE

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

— The easiest ways to —  
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*My daughter has gained such an amazing view of the world and history from this experience. She has not stopped talking since I picked her up at the airport. Thank you for all the organization, helpful hints, flexible payment plan, and knowledgeable tour guides.*

—CHARLOTTE, PARENT OF TRAVELER



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Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Board President

Document submitted: \_\_\_\_\_

Re-submitted: \_\_\_\_\_

OE - 10: Learning Environment/Student Behavior	Superintendent	
<p>The Superintendent shall establish and maintain a learning environment that is safe, respectful and conducive to effective learning and high student achievement.</p>	In Compliance	Not In Compliance
<p><b>SUPERINTENDENT Interpretation:</b>            The Board of Education values students having a learning environment that includes support for both the academic and social-emotional needs of all learners.</p> <ul style="list-style-type: none"> <li>● <b>Learning environment</b> shall mean an environment that is nurturing, welcoming and fosters academic achievement for all students - in school, before school, after school, and on the playground and/or bus.</li> <li>● <b>Safe</b> shall mean to be physically, emotionally, socially and academically secure.</li> <li>● <b>Respectful and conducive</b> shall mean to demonstrate regard and value for all students, staff and visitors.</li> <li>● <b>Effective learning</b> shall mean students acquiring skills to their maximum potential in a nurturing and engaging environment that promotes student development.</li> <li>● <b>High student achievement</b> shall mean performing at levels outlined in AASD Coherent Governance Policies R-1 (Mega Result), R-2 (Academic Achievement), and R-3 (Essential Life Skills).</li> </ul>		
<p><b>OE – 10.1</b> The Superintendent will maintain a climate that is characterized by support and encouragement for student success, including the physical, mental and emotional health of all students.</p>	In Compliance	Not In Compliance

**SUPERINTENDENT Interpretation:**

The Board of Education values the providing of support for students within the learning environment in order to promote learning and increase academic success.

- **Maintain a climate that is characterized by support** shall mean that inappropriate behaviors that disrupt the teaching, learning or operational processes of a school or the school district will be addressed through appropriate interventions and procedures.
- **Encouragement for high student achievement** shall mean students feel supported on their journey toward academic success as shown by achieving AASD Coherent Governance Policies R-1 (Mega Result), R-2 (Academic Achievement), and R-3 (Essential Life Skills).
- **Physical health** shall mean the the following components
  - **Physical activity** - includes strength, flexibility, and endurance
  - **Nutrition and diet** - includes appropriate nutrient intake, fluid intake, and healthy digestion
  - **Alcohol and illegal drugs** - includes the abstinence from these substances
  - **Medical self-care** - includes addressing minor ailments or injuries and seeking emergency care as necessary
  - **Rest and sleep** - includes periodic rest and relaxation, along with high quality sleep
- **Mental health** shall mean one’s emotional, psychological, and social well-being
- **Emotional health** shall mean the ability to successfully understand and manage one’s emotions.

**SUPERINTENDENT Indicators of Compliance:**

We will know we are compliant when:

1. 100% of AASD schools (non-charter) will implement Positive Behavioral Interventions and Supports (PBIS) at the Universal and Tier 2 Level with fidelity.

**Evidence of Compliance**

- Scoring 80% or higher on the Tiered Fidelity Inventory.
  - [Tiered Fidelity Inventory - AASD District view...](#)
- 100% of AASD schools implementing PBIS with fidelity will be recognized by the Wisconsin RTI Center at the following levels for the 2021-22 school year.
  - [Recognized\\_Schools\\_Program\\_Long\\_Chart...](#)
  - [2020-21 Recognized AASD schools by RTI C...](#)
- 2. 100% of (non-charter) K-8 classrooms will be implementing Second Step Social Emotional Learning (SEL) throughout the school year as universal instruction and 80% of the SEL lessons will be implemented as described in the [Second Step Pacing Document](#) as evidenced by:
  - Tiered Fidelity Inventory (TFI) question results with teaching staff: When was the last time you taught a second step lesson?
  - An increase in the number of students who score favorably (3, 4, 5) in the area of Sense of Belonging within the Panorama Student Survey.

**Evidence of Compliance -**

- Elementary 64% to 67%
- Middle 40% to 44%

3. 100% of schools (non-charter) have clear behavioral expectations posted for all environments and communicate these out annually to students and families through:
  - a. student handbook
  - b. student matrix visible in classrooms (TFI measured)
  - c. behavioral expectations visible on individual websites

[TFI Walkthrough Tool](#)

[TFI GUIDE](#)

[TFI Manual](#)

<p>4. Baseline data to be collected from non-charter AASD schools during the spring of 2022 in order to draft a future indicator relating to the following Panorama questions:</p> <ul style="list-style-type: none"> <li>• "I see myself as part of my classroom environment."</li> <li>• "My teacher knows and respects who I am as a person."</li> </ul>		
<p><b>Board Comments:</b></p>		
<p><b>OE – 10.2</b> Ensure that all policies and procedures regarding student behavior are:</p> <ul style="list-style-type: none"> <li>• culturally responsive</li> <li>• trauma sensitive</li> <li>• restorative</li> <li>• developed with input from diverse perspectives</li> <li>• appropriately communicated to students, parents, and staff</li> <li>• enforced consistently using reasonable judgment</li> </ul>	<p>In Compliance</p>	<p>Not In Compliance</p>
<p><b>SUPERINTENDENT Interpretation:</b>  The Board of Education values active participation from all District stakeholders to ensure access to information and voice in the discussion, development, and publishing of any policy that focuses on student discipline.</p> <ul style="list-style-type: none"> <li>• <b>Policies and procedures regarding student behavior</b> shall mean the adopted Appleton Area School District Code of Conduct and Wisconsin State Law.</li> <li>• <b>Culturally responsive</b> shall mean to validate and affirm the home (indigenous) culture and language of students for the purposes of building and bridging students to success in the culture of academia and mainstream society.</li> <li>• <b>Trauma sensitive</b> shall mean <b>being sensitive to the impact of trauma on others and yourself</b>, understanding and utilizing tools to support self and others in regulating during times of stress; as well as identifying and supporting the system change needed to reduce re-traumatization.</li> <li>• <b>Restorative</b> shall mean to repair harm by providing an opportunity for those harmed and those who take responsibility for the harm to communicate about and address their needs in the aftermath.</li> </ul>		

<ul style="list-style-type: none"> <li>● <b>Developed with input from diverse perspectives</b> shall mean that administrators, teachers, building staff, and other stakeholders are included in developing and/or providing input on discipline procedures.</li> <li>● <b>Appropriately communicated to students, parents, and staff</b> shall mean the information is communicated through a variety of means (hard copies available, accessible on website, electronic communication, translations available).</li> <li>● <b>Enforced consistently using reasonable judgment</b> shall mean students shall receive similar consequences for similar unacceptable behaviors with no disparities by race, gender, ELL, socioeconomic status, and students with disabilities according to their IEP.</li> </ul>		
<p><b>SUPERINTENDENT Indicators of Compliance:</b></p> <p>We will know we are compliant when:</p> <ul style="list-style-type: none"> <li>● At least 85% of students (K-12) will not receive an Office Discipline Referral (ODR) as evident by a yearly disaggregated Infinite Campus Office Discipline Referral Report.</li> <li>● 100% of AASD administrators will be trained in Restorative Practices within 12 months of their start date, as evidenced by attendance and completion of the training.</li> <li>● 100% of student re-entry conferences (conferences occurring after an out of school suspension) will use restorative questions and be facilitated by a trained AASD administrator as evidenced by the AASD Re-entry Checklist.</li> </ul>		
<p><b>Board Comments:</b></p>		
<p><b>OE – 10.3</b> The Superintendent will identify and address inequities in discipline practices.</p>	In Compliance	Not In Compliance
<p><b>SUPERINTENDENT Interpretation:</b> The Board of Education values all discipline practices being administered without bias or prejudice.</p>		

<ul style="list-style-type: none"> <li>● <b>Inequities</b> shall mean significant and persistent disparities between different groups of students.</li> <li>● <b>Discipline practices</b> shall mean the adopted Appleton Area School District Code of Conduct and Wisconsin State Law.</li> </ul>		
<p><b>SUPERINTENDENT Indicators of Compliance:</b></p> <p>We will know we are compliant when:</p> <ul style="list-style-type: none"> <li>● 100% of K-12 discipline practices will be reviewed annually by the Diversity, Equity &amp; Inclusion Office (DEIO) Task Force and then monitored and addressed through the School/Student Services Office as evidenced by DEIO Task Force meeting notes.</li> <li>● There is a continuous gap reduction in district out of school suspensions (OSS) between Black/African American and White students as evidenced by WISE Dash OSS data.</li> <li>● There is a continuous gap reduction in AASD seclusion and/or restraints between students with disabilities and students without disabilities as evidenced by AASD seclusion and/or restraint data submitted to the Department of Public Instruction (DPI).</li> </ul>		
<p><b>Board Comments:</b></p>		
<p><b>OE – 10.4</b> The Superintendent will appropriately collect, use and protect confidential student information.</p>	In Compliance	Not In Compliance
<p><b>SUPERINTENDENT Interpretation:</b> The Board of Education values the protection of confidential student records and the security of student information by enforcing the Family Educational Rights and Privacy Act (FERPA) with fidelity.</p> <ul style="list-style-type: none"> <li>● <b>Appropriately collect</b> shall mean professional staff with legitimate rights to collect information obtain and file confidential information quickly and safely</li> </ul>		

<ul style="list-style-type: none"> <li>● <b>Use</b> shall mean professional staff are limited in access to student information based on specific purposes and use this information discreetly while maintaining confidentiality.</li> <li>● <b>Protect</b> shall mean confidential information will only be shared with legal guardians or others who have legitimate access under the Family Educational Rights and Privacy Act (FERPA).</li> <li>● <b>Confidential student information</b> shall mean personally identifiable information about which the individual (and their families) have an expectation of privacy.</li> </ul>		
<p><b>SUPERINTENDENT Indicators of Compliance:</b></p> <p>We will know we are compliant when:</p> <ul style="list-style-type: none"> <li>● In the event of an identified data breach resulting in access to confidential student information, the Technology Services Department will activate their Incidence Response Plan 100% of the time.</li> <li>● There is no unauthorized release of confidential student information in the District as evidenced by the lack of formal written complaints resulting from such release as documented through records kept by the Office of the Superintendent or designee.</li> <li>● 100% of parent/guardian requests for exemption from sharing student directory information are honored, except as required by law for access to district technology use as evidenced by the lack of complaints being received by the district regarding student directory information being shared.</li> </ul>		
<p><b>Board Comments:</b></p>		
<p><b>OE – 10.5</b> The Superintendent will NOT tolerate any behaviors, actions or attitudes by adults who have contact with students that hinder the academic performance or the well-being of students.</p>	In Compliance	Not In Compliance
<p><b>SUPERINTENDENT Interpretation:</b> The Board of Education values adult interactions with students that focus on the best interests of the student in order to support and promote academic performance and well-being. Any action,</p>		



<p>perception, or viewpoint of the adult that prevents this will not be allowed.</p> <ul style="list-style-type: none"> <li>● <b>Not tolerate</b> shall mean negative behaviors, actions, or attitudes will not be allowed or to go unaddressed.</li> <li>● <b>Behaviors, actions or attitudes by adults</b> shall mean verbal comments/statements or physical actions toward students.</li> <li>● <b>Attitudes</b> shall mean behavior toward students that diminish the sense of health, safety, belonging or ability to achieve and succeed.</li> <li>● <b>Contact with students</b> shall mean acting in the role of a teacher, supervisor or support to students.</li> <li>● <b>Hinder</b> shall mean to create difficulties for (someone or something), resulting in delay or obstruction.</li> <li>● <b>Academic performance</b> shall mean students' progress in achieving the Board's <i>Results</i> policies.</li> <li>● <b>Well-being of students</b> shall mean a sense of health, safety, belonging and efficacy.</li> </ul>		
<p><b>SUPERINTENDENT Indicators of Compliance:</b></p> <p>We will know we are compliant when:</p> <ul style="list-style-type: none"> <li>● 100% of formal complaints involving students received by the District are investigated and resolved without grievance as documented by the Human Resources Office.</li> </ul>		
<p><b>Board Comments:</b></p>		
<p><b>OE – 10.6</b> The Superintendent will NOT permit unruly behavior on school property and at school sponsored events by students or by adults that disrupt learning or that are disrespectful or dangerous, including any form of bullying.</p>	<p>In Compliance</p>	<p>Not In Compliance</p>
<p><b>SUPERINTENDENT Interpretation:</b></p>		

<p>The Board of Education values the prevention, discouragement, or banning of any activity that negatively impacts student learning or is unsafe.</p> <ul style="list-style-type: none"> <li>● <b>Unruly behavior</b> shall mean actions that result in office discipline referrals or adult actions that are reported to an administrator or the local police.</li> <li>● <b>School property</b> shall mean any school buildings and other buildings owned, occupied or controlled by the school district, on school premises, or on school-provided transportation.</li> <li>● <b>School sponsored events</b> shall mean activities, fundraising events, clubs, camps, clinics, programs, sports, etc., or events or activities that are authorized by the school, school board and/or administration.</li> <li>● <b>Adult actions</b> shall mean behaviors or actions by all individuals of 18 years of age or older that may disrupt learning or are disrespectful or dangerous, including any form of bullying.</li> <li>● <b>Disrupt learning</b> shall mean behaviors or actions that interfere or get in the way of learning.</li> <li>● <b>Dangerous</b> shall mean physically able or likely to cause harm or injury.</li> <li>● <b>Bullying</b> shall mean deliberate or intentional behavior using words or actions, intended to cause fear, intimidation or harm. Bullying includes aggressive and hostile behavior that is intentional and involves an imbalance of power between the bully and the bullied and is behavior that is repeated over time rather than an isolated incident.</li> </ul>		
<p><b>SUPERINTENDENT Indicators of Compliance:</b></p> <p>We will know we are compliant when:</p> <ul style="list-style-type: none"> <li>● 100% of Office Discipline referrals (ODR's) and anonymous reports are processed within 72 school hours as evidenced by the incident reports.</li> <li>● 100% of expulsion recommendations follow due process procedures. If expulsions are denied, none were denied due to failure to provide the student and/or family due process. <ul style="list-style-type: none"> <li>○ <b>Evidence of Compliance</b> <ul style="list-style-type: none"> <li>■ <u>Expulsion Checklist</u></li> <li>■ <u>Expulsion Process</u></li> <li>■ <u>Due Process DPI</u></li> </ul> </li> </ul> </li> </ul>		

<ul style="list-style-type: none"> <li>● 100% of the school sites will either formally or informally investigate and address reports of discrimination as evidenced by the Pupil Non-discrimination District Summary Report.</li> <li>● Increase the number of students who score favorably (3, 4, 5) in the area of School Safety within the Panorama Student Survey. <ul style="list-style-type: none"> <li>○ Elementary 72% to 75%</li> <li>○ Secondary 70% to 75%</li> </ul> </li> </ul>		
<p><b>Board Comments:</b></p>		
<p><b>OE – 10.7</b> The Superintendent will NOT permit the administration of corporal punishment.</p>	In Compliance	Not In Compliance
<p><b>SUPERINTENDENT Interpretation:</b> The Board of Education values the assurance that no instance or act of physical discipline by any District employee is tolerated.</p> <ul style="list-style-type: none"> <li>● <b>Corporal punishment</b> shall mean to cause deliberate physical pain or discomfort.</li> </ul>		
<p><b>SUPERINTENDENT Indicators of Compliance:</b></p> <p>We will know we are compliant when:</p> <ul style="list-style-type: none"> <li>● 100% of formal complaints involving student discipline in the district will not involve corporal punishment.</li> </ul>		
<p><b>Board Comments:</b></p>		

## ITEM FOR CONSIDERATION

**TOPIC:** Professional Educator New Hire(s)

**BACKGROUND INFORMATION:** The professional educators listed below are recommended for contractual positions for the 2022-2023 school year effective August 24, 2022:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>FTE</u>	<u>Salary</u>
Janel M. Bedor Griffiths	Media Specialist	East	100%	\$61,800
Kate M. Bertog	Math	North	100%	\$45,200
Hailey H. Curry	Special Ed-SLD	Wilson	100%	\$55,000
Leslie A. Draheim	Grade 4	Badger	100%	\$52,450
Laura L. Gretzinger	Literacy-Interventionist	Ferber	100%	\$61,800
Alexis J. Janssen	English Language Arts	East	60%	\$27,120
Amanda L. Kellow	Special Ed-ID	West	100%	\$48,300
Hannah K. Odeman	Social Worker	Wilson	70%	\$35,245
Tabitha B. Prochaska	Grade 3	Columbus	100%	\$45,200
Deanna R. Robbins	Special Ed-AUT	Berry	100%	\$51,400
Anthony J. Verhage	Special Ed-AUT	Madison	100%	\$45,200

**Janel M. Bedor Griffiths** received her Doctor of Education Degree from the University of Phoenix with a major in Educational Administration. Most recently, she served the Green Bay Area Public School District as a Library Media Specialist.

**Kate M. Bertog** received her Bachelor of Science in Education degree from UW-Stevens Point with a major in Mathematics. Currently she is serving the District as a temporary employee in a similar role at North High School.

**Hailey H. Curry** received her Bachelor of Science in Education degree from UW-Oshkosh with a dual major in Elementary and Special Education. Most recently, she served the East Maine School District 63 as a Special Education Resource Teacher.

**Leslie A. Draheim** received her Master of Science degree from UW-Madison with a major in Social Work. She continued her education to obtain her teaching certification from UW-Green Bay. Currently she serves the District as a Substitute Teacher.

**Laura L. Gretzinger** received her Master of Science degree from UW-Oshkosh with a major in Reading Education. Most recently, she served the Kaukauna Area School District as a Reading Interventionist.

**Alexis J. Janssen** received her Bachelor of Science in Education degree from UW-Oshkosh with a major in English. Most recently, she completed her student teaching with the District at East High School.

**Amanda L. Kellow** received her Bachelor of Science in Education degree from UW-Madison with a major in Special Education. Most recently, she served the McFarland School District as a Special Education Teacher.

**Hannah K. Odeman** will receive her Master of Social Work degree from UW-Green Bay with a major in School Social Work. She currently is completing her School Social Work Internship with the Fond du Lac School District.

**Tabitha B. Prochaska** received her Bachelor of Science in Education degree from UW-Oshkosh with a major in Elementary Education. She currently serves the District as a substitute teacher at Dunlap Elementary School.

**Deanna R. Robbins** received her Master of Arts degree from Lakeland University with a major in Counseling. She continued her education and will obtain her teaching certification from UW-Oshkosh. Most recently, she served St. Mark Lutheran School as a Special Education Teacher.

**Anthony J. Verhage** received his Bachelor of Science degree from Edgewood College with a major in Studies in Education. Mr. Verhage is being hired under a one-year license with stipulations. Currently he serves the District as a Paraprofessional at Madison Middle 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)

4/25/22

## ITEM FOR CONSIDERATION

**TOPIC:** Professional Educator Contract Change(s)

**BACKGROUND INFORMATION:** Contract changes for the following individuals are recommended for the 2022-2023 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>FTE</u>	<u>Effective Date</u>
Theresa R. Mayer	Occupational Therapy	District	60% to 40%	8/24/22
Karen M. Ebben	Art	Edison	100% to 60%	8/24/22
Kyler M. Meredith	Dean of Students-Title	Edison	100% to 50%	8/24/22
Patricia J.M. Merrifield	Talented & Gifted	ABS/Columbus	100% to 120%	3/18/22

**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 (ext. 2042)

4/25/22

## ITEM FOR CONSIDERATION

**TOPIC:** Professional Educator Resignation(s)

**BACKGROUND INFORMATION:** The following Professional Educators have submitted a letter of resignation effective the end of the 2021-2022 school year, unless otherwise noted.

**Elizabeth J. Austin** has been with the District for five years, most recently as an Art Teacher at Columbus and Richmond Elementary Schools.

**Tamara G. Hoffmann Kuske** has been with the District for seven months, most recently as a Special Education Teacher at Madison Middle School. Ms. Hoffmann Kuske's resignation is effective at the end of the Thursday, April 14, 2022 workday.

**Dawn M. Hoffer-Foat** has been with the District for seven years, most recently as a Kindergarten Teacher at McKinley Elementary School.

**Rebecca M. Krause** has been with the District for three years, most recently as a School Counselor at Classical School and Stephen Foster Elementary Charter School.

**Victoria H. Le Beau** has been with the District for three years, most recently as an Art Teacher at Highlands Elementary School/Odyssey Magnet School.

**Jason N. Ulman** has been with the District for nine years, most recently as a Math Teacher at West High School and Appleton Technical Academy.

**BACKGROUND INFORMATION:** The following Professional Educator has submitted a letter of resignation prior to the 2022-2023 school year.

**Emma C. Mitchell** was recently hired by the District as a Speech & Language Pathologist at sites to be determined.

**FISCAL NOTE:** Dependent upon replacements

**ADMINISTRATIVE RECOMMENDATION:** Approval

**INSTRUCTIONAL IMPACT:** Qualified replacements will be procured

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

4/25/22

## ITEM FOR CONSIDERATION

**TOPIC:** Professional Educator Contracts - Final Notices of Non-renewal

**BACKGROUND INFORMATION:** Non-renewals are governed by §118.22, Wis. Stats., and the Professional Educator Handbook. On or before May 15 of the school year during which a teacher holds a contract, the board by which the teacher is employed shall give the teacher written notice of renewal or refusal to renew the teacher's contract for the ensuing school year. The educators listed below were hired with a one-year, temporary contract and are recommended for non-renewal of teaching contracts for the 2022-2023 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>FTE</u>
Brandon J. Behrendt	Art	Einstein/Madison/Magellan	20%
Jennifer L. Biese	Family & Consumer Science	East	100%
Miranda M. Cisneros	English Learner	APM/Classical/WCA	50%
Nickolas J. Herrmann	Science/Social Studies	Wilson	100%
Tiffany S. Huck	Math	Classical School	40%
Kelly M. Lefevre	English Learner Coach	Berry	100%
Pa Stacie Lor	English Learner	Kaleidoscope	100%
Nicholas M. Muellner	Music-Choral/Strings	Badger/Madison	37%
Tony A. Navis	School Counselor	West	100%
Daniel A. Penkala	Physical Education	Franklin/Horizons	100%
Kari E. Riehl	School Social Worker	Wilson	100%
Megan A. Salm	Special Ed-SCEBD	Kaleidoscope	100%
Hope H. Wreath	School Counselor	East	40%

**FISCAL NOTE:** None

**ADMINISTRATIVE RECOMMENDATION:** Approval

**INSTRUCTIONAL IMPACT:** None

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

4/25/22



## ITEM FOR CONSIDERATION

**TOPIC:** Administrative Hire

**BACKGROUND INFORMATION:** The individual listed below is recommended for a contractual position for the 2022-2023 school year:

**John R. Ohlson** is recommended for the Principal position at Horizons Elementary School, effective July 1, 2022, a 261-day contract. Mr. Ohlson most recently served as the Principal of Weyauwega-Fremont Elementary School.

**FISCAL NOTE:** Salary will be commensurate with education and experience.

**ADMINISTRATIVE RECOMMENDATION:** It is recommended that this individual receive a contract for the 2022-2023 school year.

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

4/25/22

## **ITEM FOR CONSIDERATION**

**TOPIC:** Administrative Resignation

**BACKGROUND INFORMATION:** The following administrator has submitted a letter of resignation effective June 30, 2022.

**Emily J. Behnke** has been with the District for one year, most recently as the Principal at Janet Berry Elementary.

**FISCAL NOTE:** Dependent upon replacement.

**INSTRUCTIONAL IMPACT:** A qualified replacement will be procured.

**ADMINISTRATIVE RECOMMENDATION:** Approval.

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

4/25/22

## ITEM OF INFORMATION

**Topic:** Updating of Board Policies: 343.45 – Start College Now-Technical College Program; 343.46 – Early College Credit Program

**Background Information:** During the 2019-20 school year, the AASD Board of Education approved revisions following the passing of Act 59 in which Youth Options and Course Options were replaced by Policy 343.45 – Start College Now-Technical College Programs and 343.46 – Early College Credit Program. Since the implementation of the updates made in 2020, additional clarity to language and practices listed within the two policies are being made at this time.

**Instructional Impact:** Updates to Board Policies 343.45 and 343.46 will ensure that district practices and Board policy are aligned.

**Contact Person(s):** Steve Harrison, Assistant Superintendent of Assessment, Curriculum and Instruction, 832-6157 x2177, [harrisonstepha@asdk12.wi.us](mailto:harrisonstepha@asdk12.wi.us)

BOE: 04/25/22

## **START COLLEGE NOW TECHNICAL COLLEGE PROGRAM**

Appleton Area School District high school students in 11<sup>th</sup> or 12<sup>th</sup> grade who meet the eligibility requirements defined in applicable State Statutes, regulations and District policies, and who submit timely and complete applications and notices, may be permitted to enroll in one or more courses at a Wisconsin Technical College through the Start College Now technical college course program.

The Assistant Superintendent of Assessment, Curriculum and Instruction (ACI) or administrative-level designee shall be responsible for (1) ensuring that the District appropriately processes requests/applications related to the Start College Now technical college course program; and (2) except for refusal of permission to take a course that is based on an undue financial burden, determine whether the District will approve individual applications, and pay for specific courses based on the criteria established in State law, any applicable State regulations, and applicable District policies and procedures.

The authority of the program administrator(s) includes, but is not limited to, the authority to make or approve the following determinations on behalf of the District:

1. Whether a student meets the minimum eligibility criteria established in State law;
2. Whether a proposed course is comparable to a course already offered in the District;
3. Whether the student will be eligible to receive high school credit for the successful completion of a proposed course; and
4. Whether the proposed course and any resulting credit meets any of the District's high school graduation requirements.

The District may refuse to allow a student with a disability to attend a technical college through the Start College Now technical college course program if the costs related to any special services required for the student would impose an undue financial burden on the District. The determination of an undue financial burden shall be made by the Assistant Superintendent of Pupil/Student Services.

### **RESPONSIBILITY FOR COSTS; LIMITATIONS ON DISTRICT PAYMENTS**

To the extent required by State law, the District shall pay the costs associated with students' enrollment in a technical college under this policy if the course is taken for high school credit and the course is not comparable to a course offered in the District. Limitations on the District's responsibility for payment include the following:

1. The District shall pay only such tuition, fees and course material costs as are required by law. If the District is required to pay the technical college for the cost of book(s) or similar resource(s) that is not a one-time use item(s), the student shall be required to return the resource(s) to the District upon completion of the course.

## **343.45 (cont.)**

2. The District shall pay for no more than the equivalent of a combined total of 18 post-secondary semester credits per student for any courses that are taken through the Start College Now technical college course Program. Courses that the District paid for under the former Youth or Course Options Programs count toward this credit limit. However, the limitation on 18 District paid credits does not prohibit a student from (1) taking other courses through a technical college where the District has authorized the coursework under a separate program or separate source of authority; or (2) taking other high school courses offered by the District that may result in eligibility for post-secondary credit(s).
3. The District shall only pay for courses that are successfully completed. If a student receives a failing grade in a course or fails to complete the course, the student's parent or guardian or the student, if an adult, is responsible for reimbursing the District for the tuition, fees, and other costs paid by the District. If this reimbursement is not made upon request, the student is ineligible for any further participation in the Start College Now technical college course program.
4. Unless otherwise required by law, the District is not responsible for providing transportation to technical college courses taken under this policy nor paying for transportation-related costs.

### **GOOD ACADEMIC STANDING**

Solely for purposes of determining a student's eligibility to enroll in a course at a technical college under this policy, "good academic standing" in the District means that the student has a cumulative high school grade point average of at least 2.0 at the time of the determination.

### **COURSE COMPARABILITY**

For purposes of determining whether a course that a student wishes to take through the Start College Now technical college course program is comparable to a course offered by the District, and pending the development of any new State regulations applicable to the Start College Now technical college course program or the adoption of other specific local standards for determining course comparability, the District shall apply the standards found in [Pl 40.07\(1m\)](#) of the Wisconsin Administrative Code, as such standards were in effect as of December 31, 2017.

### **RECONSIDERATION AND APPEALS**

A student or his/her parent or guardian may submit a written request to the District Superintendent to reconsider a District decision related to a student's participation in the Start College Now technical college course program, except for any decisions made directly by the Board. In addition, if an applicant for the program disagrees with a District decision regarding comparability of courses or the satisfaction of high school graduation requirements, State law provides that the applicant may appeal the District's decision to the State Superintendent of Public Instruction within 30 days after the District's decision.

## **343.45 (cont.)**

**Cross References:** Equal Opportunity, 411  
Student Nondiscrimination, 411.2  
School Entrance Ages and Early Admission, 421 and  
421-Rule Student Attendance, 430 and 430-Rule  
Early College Credit Program 343.46 and  
343.46-Rule WIAA Transfer Rules and  
Regulations

**Legal References:** Wisconsin Statutes 38.12(14); 115.385(4); 118.15(1) (b) and  
(d); 118.153(a); 118.33; 118.55; 118.57  
Administrative Rule PI40

**Adoption Date: February 27, 2018**

**Amended Dates: February 24, 2020; January 25, 2021, April 25, 2022**

**START COLLEGE NOW  
TECHNICAL COLLEGE PROGRAM**

**Procedures**

**A. STUDENT ELIGIBILITY TO ATTEND INDIVIDUAL COURSES AT TECHNICAL COLLEGES**

1. In addition to meeting any other applicable eligibility requirements, a student who wishes to enroll in a course through a Wisconsin technical college under the Start College Now technical college course program must:
  - a. Submit all required notices, parent permissions (if under 18), and college applications on a timely basis;
  - b. Have completed 10<sup>th</sup> grade, have all requirements met, including a minimum of 12 high school credits completed toward graduation by the end of the high school semester in which the student gives notice of his/her intent to take a technical college course;
  - c. Not be a child at risk of not graduating from high school, as defined by State law; and
  - d. Be in good academic standing within the District. For purposes of this requirement, "good academic standing" in the District means that the student has a cumulative high school grade point average of at least 2.0 at the time of the determination.
2. A technical college district board may deny a high school student admission to the technical college, or registration in a specific course, for any of the reasons provided in State law, including the technical college's determination that the student has an unacceptable record of disciplinary problems. To the extent consistent with student records laws and with the District's student records policies and procedures, the District will certify student disciplinary information that is necessary for completing and processing a student's application to enroll in and take a course at a technical college under the Start College Now technical college course program.
3. A student participating in the Start College Now technical college course program may attend only one technical college in any semester.
4. A student who is participating in the Start College Now technical college course program in any semester may not simultaneously participate in the Early College Credit Program.
5. The District may refuse to allow a student with a disability to attend a technical college through the Start College Now technical college course program if the costs related to any special services required for the student would impose an undue financial burden on the District.

## **343.45-RULE (cont.)**

6. Students in home-based private educational programs, residents of the District who are private school students, and nonresident students who are participating in the part-time open enrollment program are not eligible to participate in the Start College Now technical college course program through the District, even if they are taking or have taken individual courses in a District high school.
7. Students attending classes at a technical college under this program shall be responsible for their own transportation, except as otherwise required by law.

### **B. COURSE APPLICATION PROCESS**

1. Students interested in attending individual courses at a Wisconsin technical college under the Start College Now technical college course program must do all of the following to start the application process:
  - a. Submit a timely and complete written notice to the District that identifies the student's intent to take one or more technical college courses under the Start College Now technical college course program. The student shall use the Wisconsin Technical College System (WTCS)-approved form when providing this written notice. A separate notification form must be completed and processed for each semester that a student applies to participate in the Start College Now technical college course program.
    - The initial notification form must be submitted to the student's high school counseling office prior to March 1 if the student intends to enroll at the technical college in the subsequent fall semester, and prior to October 1 if the student intends to enroll in the subsequent spring semester.
    - If the student who intends to take a technical college course is a minor, the student's parent or guardian must provide signed permission for the student to participate in the program on the student's initial notification form.
    - Submit course descriptions and official high school transcript.
  - b. To the extent required by the applicable technical college, submit a timely and complete application directly to the technical college, under any procedures and deadlines established by the technical college.
2. As soon as such information is available, the student shall further notify the student's high school counseling office and the ACI department:
  - a. That the student has been admitted to the technical college to which the student applied;
  - b. That the student has successfully enrolled in and registered to attend individual courses; and
  - c. If any of the course information provided on the initial notification has changed.
3. Students are required to cooperate with the District in providing any information that may be necessary to determine their eligibility for the program and process individual course requests.



## 343.45-RULE (cont.)

4. Upon receiving a student's written notification of intent to participate in the Start College Now technical college course program, the Assistant Superintendent of ACI or administrative-level designee shall process the student's request, including determining the following:
  - a. Whether a student meets the minimum eligibility criteria for participation in the program;
  - b. Whether the student will be eligible to receive high school credit for the successful completion of a proposed course and, if so, how much high school credit;
  - c. Whether a proposed course is comparable to a course already offered in the District; and
  - d. Whether the proposed course and any resulting credit meets any of the District's high school graduation requirements.
5. The Assistant Superintendent of ACI or administrative-level designee shall notify the student, in writing, of the District's determinations regarding awarding of high school credit (including the amount of credit), course comparability, and satisfaction of high school graduation requirements. The District shall also notify the student of his/her right to appeal any negative determinations on these issues to the State Superintendent of Public Instruction.
  - a. Provided that none of the course information provided on the student's initial notice of intent has changed, such notice shall normally be issued by May 15 for initial notices that were received by March 1 for fall courses, and by November 15 for initial notices that were received by October 1 for spring courses.
  - b. If the District determines that it is impractical to provide notice of the District's course-related determinations in the regular timeframe identified immediately above, such notice shall, at a minimum, be issued at least 30 days before the beginning of the technical college semester in which the student will be enrolled for the course(s).
6. Appeals of District Decisions. If an applicant for the program disagrees with a District decision regarding course comparability or the satisfaction of high school graduation requirements, State law provides that the applicant may appeal the District's decision to the State Superintendent of Public Instruction within 30 days after the District's decision.

### **C. SATISFACTION OF GRADUATION REQUIREMENTS; AWARDING HIGH SCHOOL CREDIT FOR TECHNICAL COLLEGE COURSES**

1. The determination of whether a course satisfies a high school graduation requirement shall be made with reference to District policies that set forth such requirements and by applying the standards and guidelines that the District applies to its own course offerings and to courses that are submitted for a similar assessment by students who are transferring into the District.
2. Pending the development of any new State regulations applicable to the Start College Now technical college course program that address the granting of high school credit for a course taken at a technical college under this policy, or the adoption of other specific local standards for such credit determinations, the

## 343.45-RULE (cont.)

District shall apply the mandatory and discretionary standards for granting credit that are found in [PI 40.07\(1\)](#) of the Wisconsin Administrative Code, as such standards were in effect as of December 31, 2017.

- a. The District may deny high school credit for a technical college course if any of the following apply:
  - The District offers a course that is 80% comparable.
  - The course repeats the course content for which a student has already received a passing grade and high school credit.
  - The course repeats the content of a postsecondary course that the student has already taken and failed.
- b. If credit is not denied for any of the reasons identified above, the District will grant high school credit for a technical college course if the course meets any of the District's high school graduation requirements, as identified in the Board-approved high school graduation credit policies, and if any of the following conditions apply:
  - The course is complementary to, consistent with, or expands on a course of study or sequence of courses offered by District.
  - The course expands an opportunity for the student to move to another level of an academic or vocational course of study.
  - The course curriculum meets or exceeds the same standards for rigor and content as other courses approved by, but not offered by, the District for credit toward graduation.
  - The postsecondary course supports rather than prevents a student from completing high school graduation requirements.
3. In order for a student to receive high school credit for a course taken at a technical college under the Start College Now technical college course program, the student must complete the course and receive a passing grade, as determined by the technical college.
4. To the extent required by State regulations a student shall be granted 1/4 high school credit per 1 semester of conversion-eligible postsecondary credit for a course taken under the technical college course program.
5. Start College Now technical college coursework grades will be documented on the student's official transcript; such transferred grades will **not** be incorporated into the student's high school cumulative high school grade point average for purposes of determining honors, class rank, and scholarship eligibility.

### D. COURSE COMPARABILITY

1. For purposes of determining whether a course that a student wishes to take through the Start College Now technical college course program is 80% comparable to a course offered by the District, and pending the development of any new State regulations applicable to the Start College Now technical college course program or the adoption of other specific local standards for determining course comparability, the District shall apply the standards found in [PI 40.07\(1m\)](#) of the Wisconsin Administrative Code, as such standards were in effect as of December 31, 2017.

## 343.45-RULE (cont.)

2. Although a student may still elect to take a technical college course that the District has determined is comparable to a District course, the District is not responsible for paying any portions of the costs related to such a course.

**Cross References:** Equal Opportunity, 411

Student Nondiscrimination, 411.2

School Entrance Ages and Early Admission, 421 and

421-Rule Student Attendance, 430 and 430-Rule

Early College Credit Program 343.46 and 343.46-

Rule WIAA Transfer Rules and Regulations

**Legal References:** Wisconsin Statutes 38.12(14); 115.385(4); 118.15(1) (b) and (d);

118.153(a); 118.33; 118.55; 118.57

Administrative Rule PI40

# Start College Now / Early College Credit

## *Timeline/Deadlines*

**March 1st** – for Fall Semester/Term  
**October 1<sup>st</sup>** – for Winter/Spring Semester/Term

STEP	STUDENT	COUNSELOR	ACI DEPARTMENT
<b>1</b>	<ul style="list-style-type: none"> <li>• Complete the following forms:               <ul style="list-style-type: none"> <li>○ <b>Start College Now or Early College Credit Program</b> form (found in counseling office or on AASD website)</li> <li>○ <b>Course Request Form</b> (internal document)</li> <li>○ <b>Course description</b> for <u>each</u> class requested</li> <li>○ <b>Official High School transcript</b></li> </ul> </li> <li>• Send all forms <b><u>PRIOR TO</u></b> deadlines (above) to assigned counselor</li> </ul>	<ul style="list-style-type: none"> <li>• Meet with student to make sure that course(s) fits within schedule and AASD does not already offer the course(s).</li> <li>• Fill out and sign “School Counselor” section on <b>Course Request Form</b> (internal document)</li> <li>• Run <b>Official High School transcript</b></li> <li>• Turn in all documents for student to the ACI department in <b>hard copy/original</b> form.</li> </ul>	<ul style="list-style-type: none"> <li>• Accept all documents from counselor on behalf of the student.</li> </ul>
<b>2</b>			<ul style="list-style-type: none"> <li>• Notify student of acceptance or denial in the <b>Start College Now Program or Early College Credit Program</b> by deadlines below:               <ul style="list-style-type: none"> <li>○ <b>May 15</b> for Fall Semester/Fall Term (Lawrence)</li> <li>○ <b>November 15</b> for Spring Semester/Winter and Spring Term (Lawrence)</li> </ul> </li> </ul>
<b>3</b>	<ul style="list-style-type: none"> <li>• Once approval is received:               <ul style="list-style-type: none"> <li>○ Notify Counselor of acceptance</li> <li>○ Send <b>Start College Now or Early College Credit Program</b> application to college/university</li> <li>○ Complete application and other necessary documents to apply to college/university</li> <li>○ Reach out to ACI department to determine if district textbooks are available</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Notify ACI department if any changes are made to student’s originally approved course(s)</li> </ul>	

**Adoption Date: February 26, 2018**

**Amended Dates: February 24, 2020, January 25, 2021, April 25, 2022**

## EARLY COLLEGE CREDIT

Appleton Area School District high school students who meet the eligibility requirements defined in applicable statutes, regulations and District policies, and who submit timely and complete applications and notices, may be permitted to enroll in one or more courses at a University of Wisconsin two- or four-year campus, tribally controlled college, or participating private, nonprofit college/university in Wisconsin through the Early College Credit Program.

The Assistant Superintendent of Assessment, Curriculum and Instruction or administrative-level designee shall be responsible for (1) ensuring that the District appropriately processes requests/applications related to the Early College Credit Program; and (2) determining whether the District will approve individual applications and pay for specific courses based on the criteria established in State law, any applicable State regulations, and applicable District policies and procedures.

The authority of the program administrator(s) includes, but is not limited to, the authority to make or approve the following determinations on behalf of the District:

1. Whether a student meets the minimum eligibility criteria established in State law;
2. Whether a proposed course is comparable to a course already offered in the District;
3. Whether the proposed course and any resulting credit meets any of the District's high school graduation requirements; and
4. Whether the student will be eligible to receive high school credit for the successful completion of a proposed course, and, if so, the amount of high school credit.

## RESPONSIBILITY FOR COSTS; LIMITATIONS ON DISTRICT PAYMENTS

To the extent required by State law and as applicable to each course that a student takes under the Early College Credit Program, the District shall pay the appropriate tuition amount to the college/university and such other costs (if any) as may be specified by law. The student or the student's parent or guardian shall pay the amounts (if any) specified as the student's responsibility for each course under State law and District's policy. The following also apply:

1. If a student takes a course at a college/university that is 80% comparable to a course offered in the District, the District will make no payment for the course(s). Instead, the student taking the comparable course is responsible for paying the tuition and fees for the course(s).
2. If a student takes a course at a college/university for postsecondary credit only, and the course is not 80% comparable to a course offered in the District, the student or the student's parent or guardian shall pay the District 25% of the tuition amount that the District is required to pay to the college/university, unless such 25% payment is determined to pose an undue financial burden on the student's family under standards and procedures set by the Department of Public Instruction.

### 343.46 (cont.)

If applicable to a course and not waived pursuant to State law, the following provisions further govern the timing and method for making such 25% payments to the District:

- a. The student or his/her parent or guardian may make payment for such courses via a personal check or a bank (cashiers) check, made payable to the Appleton Area School District, or a cash payment to the high school business office. If a check is returned as non-payable due to insufficient funds, a stop-payment order, or any other reason, any related fee(s) charged to the District by a financial institution will be added to the amount due.
  - b. Student, parent or guardian payment of the 25% share of tuition costs, such as “unless the District’s Business Office has agreed in writing to a different plan of scheduled payments,” payment is due in full within 30 days of the date on which the District provides the student (or student’s parent or guardian) with an invoice of the specific amount due. Payment is due in full within 30 days of the date on which the District provides the student (or student’s parent or guardian) with an invoice of the specific amount due.
  - c. If the District receives any payment from the student or the student’s parent or guardian as a share of tuition, and it is later determined that the District is not responsible for paying tuition for the course, or if the amount received as payment exceeds the amount of the student’s actual payment obligation, the District will refund the appropriate amount to the student or his/her parent or guardian.
  - d. Any past-due payments for a share of course tuition that are owed by a student may result in the denial of certain school-related privileges in the same manner that applies to other past-due school fees and charges.
3. The District shall pay for no more than the equivalent of a combined total of 18 post-secondary semester credits per student for any courses that are taken through the Early College Credit Program (section 38.12(14) of the State Statutes). Courses that the District paid for under the former Youth Options Program and/or Course Options Program count toward this 18 credit limit. However, the limitation on total paid credits does not prohibit a student from (1) taking other courses through a postsecondary institution where the District has authorized the coursework under a separate program or separate source of authority; or (2) taking other District-approved high school courses, outside of the specific State programs, that may result in eligibility for postsecondary credit(s).
  4. The District shall only pay for courses that are successfully completed. If a student receives a failing grade in a course or fails to complete the course, the student’s parent or guardian or the student, if an adult, is responsible for reimbursing the District for the costs paid by the District. If this reimbursement is not made upon request, the student is ineligible for any further participation in the Early College Credit Program.
  5. In order for a student to avoid a payment obligation (where applicable) for a course taken through the Early College Credit Program, it is the sole responsibility of the student and his/her parent or guardian to ensure that the student withdraws from the course prior to the applicable IHE’s deadline for doing so such that the college/university will not charge the District any tuition for the course.

6. Unless otherwise required by law, the District is not responsible for providing transportation to college/university courses taken under this policy or paying for transportation-related costs.

**SATISFACTION OF GRADUATION REQUIREMENTS; AWARDING HIGH SCHOOL CREDIT FOR COLLEGE COURSES; AND COURSE COMPARABILITY DETERMINATIONS**

Pending the development of any new State regulations applicable to the Early College Credit Program that address the granting of high school credit for a course taken at an college/university under this policy, the satisfaction of high school graduation requirements, and/or the determination of whether a course offered by an college/university is comparable to a course offered in the District, or the adoption of other specific local standards for making such determinations within the Early College Credit Program, the District shall apply the mandatory and discretionary standards found in [PI 40.07](#) of the Wisconsin Administrative Code, as such standards were in effect as of December 31, 2017.

If a student who intends to take a course through the Early College Credit Program disagrees with a District decision regarding comparability of courses, satisfaction of high school graduation requirements, or the number of high school credits to be awarded for a course (if any), the student may appeal the District's decision to the State Superintendent of Public Instruction within 30 days after the decision.

**Cross References:** Equal Opportunity, 411  
Student Nondiscrimination, 411.2  
School Entrance Ages and Early Admission, 421 Student Attendance, 430 and 430-Rule WIAA Transfer Rules and Regulations

**Legal References:** Wisconsin Statutes 38.12(14); 115.385(4); 118.15(1)(d); 118.33; 118.55; 118.57; 120.12(17)  
Administrative Rule PI40

**Adoption Date: February 26, 2018**

**Amended Dates: February 24, 2020; January 25, 2021; April 25, 2022**

## EARLY COLLEGE CREDIT

### Procedures

#### A. STUDENT ELIGIBILITY TO ATTEND INDIVIDUAL COURSES AT ELIGIBLE COLLEGES OR UNIVERSITIES

1. In addition to meeting any other applicable eligibility requirements, a student who wishes to enroll in a course at a University of Wisconsin two- or four-year campus, tribally controlled college, or participating private, nonprofit college/university in Wisconsin under the Early College Credit Program college must:
  - a. Submit all required notices, parent permissions (if under 18), and college applications on a timely basis;
  - b. Have completed 8<sup>th</sup> grade, have all requirements met, including a minimum of six (6) high school credits completed toward graduation by the end of each year of high school enrollment;
  - c. Not be a child at risk of not graduating from high school, as defined by State law; and
  - d. Be in good academic standing within the District. For purposes of this requirement, "good academic standing" in the District means that the student has a cumulative high school grade point average of at least 2.0 at the time of the determination.
2. A college or university may deny a high school student admission to the college/university, or registration in a specific course, for any of the reasons provided in State law, including the college's determination that the student has an unacceptable record of disciplinary problems. To the extent consistent with student records laws and with the District's student records policies and procedures, the District will certify student disciplinary information that is necessary for completing and processing a student's application to enroll in and take a course at a technical college under the Early College Credit Program.
3. A student participating in the Early College Credit Program may attend only one college or university in any semester.
4. A student who is participating in the Early College Credit Program in any semester may not simultaneously participate in the Start College Now technical college course Program.
5. The District may refuse to allow a student with a disability to attend a college or university through the Early College Credit Program if the costs related to any special services required for the student would impose an undue financial burden on the District.
6. Students in home-based private educational programs, residents of the District who are private school students, and nonresident students who are participating in the part-time open enrollment program are not eligible to participate in the



## 343.46-RULE (cont.)

Early College Credit Program through the District, even if they are taking or have taken individual courses in a District high school.

7. Students attending classes at a college/university under this program shall be responsible for their own transportation, except as otherwise required by law.

### B. COURSE APPLICATION PROCESS

1. Students interested in attending individual courses at an Early College Credit Program eligible college/university must do all of the following to start the application process:
  - a. Submit a timely and complete written notice to the District that identifies the student's intent to take one or more college courses under the Early College Credit Program. A separate notification form must be completed and processed for each semester that a student applies to participate in the Early College Credit Program. The student shall use the Early College Credit Program (ECCP)-approved form when providing this written notice. A separate notification form must be completed and processed for each semester that a student applies to participate in the Early College Credit Program.
    - The initial notification form must be submitted to the student's high school counseling office prior to March 1 if the student intends to enroll at the college/university in the subsequent summer or fall semester and prior to October 1 if the student intends to enroll in the subsequent spring semester.
    - In addition to any other information required on the form, the initial notice must identify the name of the college/university the student plans to attend, the titles of the course(s) in which the student intends to enroll, the number of postsecondary credits of each course, and whether the student will be taking the course(s) for high school credit, postsecondary credit, or both.
    - If the student who intends to take a college/university course is a minor, the student's parent or guardian must provide signed permission for the student to participate in the program on the student's initial notification form.
    - Submit course descriptions and official high school transcript.
  - b. To the extent required by the applicable college/university, submit a timely and complete application directly to the technical college, under any procedures and deadlines established by the technical college.
2. As soon as such information is available, the student shall further notify the student's high school counseling office and the ACI department:
  - a. That the student has been admitted to college/university to which the student applied;
  - b. That the student has been successfully enrolled in and registered to attend individual courses; and
  - c. If any of the course information provided on the initial notification has changed.

## 343.46-RULE (cont.)

3. Students are required to cooperate with the District in providing any information that may be necessary to determine their eligibility for the program and process individual course requests.
4. Upon receiving a student's written notification of intent to participate in the Early College Credit course program, the Assistant Superintendent of ACI or administrative-level designee shall process the student's request, including determining the following:
  - a. Whether a student meets the minimum eligibility criteria for participation in the program;
  - b. Whether the student will be eligible to receive high school credit for the successful completion of a proposed course and, if so, how much high school credit;
  - c. Whether a proposed course is comparable to a course already offered in the District; and
  - d. Whether the proposed course and any resulting credit meets any of the District's high school graduation requirements.
5. The Assistant Superintendent of ACI or administrative-level designee shall notify the student, in writing, of the District's determinations regarding awarding of high school credit (including the amount of credit), course comparability, and satisfaction of high school graduation requirements. The District shall also notify the student of his/her right to appeal any negative determinations on these issues to the State Superintendent of Public Instruction.
  - a. Provided that none of the course information provided on the student's initial notice of intent has changed, such notice shall normally be issued by May 15 for initial notices that were received by March 1 for summer or fall courses, by November 15 for initial notices that were received by October 1 for spring courses.
  - b. If the District determines that it is impractical to provide notice of the District's course-related determinations in the regular timeframe identified immediately above, such notice shall, at a minimum, be issued at least 30 days before the beginning of the college/university semester in which the student will be enrolled for the course(s).
6. Appeals of District Decisions. If an applicant for the program disagrees with a District decision regarding course comparability or the satisfaction of high school graduation requirements, State law provides that the applicant may appeal the District's decision to the State Superintendent of Public Instruction within 30 days after the District's decision.

### **B. SATISFACTION OF GRADUATION REQUIREMENTS; AWARDING HIGH SCHOOL CREDIT FOR COLLEGE COURSES**

1. The determination of whether a course satisfies a high school graduation requirement shall be made with reference to District policies that set forth such requirements and by applying the standards and guidelines that the District applies to its own course offerings and to courses that are submitted for a similar assessment by students who are transferring into the District.

## 343.46-RULE (cont.)

2. Pending the development of any new State regulations applicable to the Early College Credit Program that address the granting of high school credit for a course taken at a postsecondary institute under this policy, or the adoption of other specific local standards for such credit determinations, the District shall apply the mandatory and discretionary standards for granting credit that are found in [PI 40.07\(1\)](#) of the Wisconsin Administrative Code, as such standards were in effect as of December 31, 2017.
  - a. The District may deny high school credit for postsecondary course if any of the following apply:
    - The District offers a course that is 80% comparable.
    - The course repeats the course content for which a student has already received a passing grade and high school credit.
    - The course repeats the content of a postsecondary course that the student has already taken and failed.
  - b. If credit is not denied for any of the reasons identified above, the District will grant high school credit for an college/university course if the course meets any of the District's high school graduation requirements, as identified in the Board-approved high school graduation credit policies, and if any of the following conditions apply:
    - The course is complementary to, consistent with, or expands on a course of study or sequence of courses offered by District.
    - The course expands an opportunity for the student to move to another level of an academic or vocational course of study.
    - The course curriculum meets or exceeds the same standards for rigor and content as other courses approved by but not offered by the District for credit toward graduation.
    - The postsecondary course supports rather than prevents a student from completing high school graduation requirements.
3. In order for a student to receive high school credit for a course taken at a college/university under the Early College Credit Program, the student must complete the course and receive a passing grade, as determined by the college/university.
4. To the extent required by State regulations a student shall be granted 1/4 high school credit per 1 semester of conversion-eligible postsecondary credit for a course taken under the Early College Credit Program.
5. Early College Credit coursework grades will be documented on the student's official transcript; such transferred grades will **not** be incorporated into the student's high school cumulative high school grade point average for purposes of determining honors, class rank, and scholarship eligibility.

### C. COURSE COMPARABILITY

1. For purposes of determining whether a course that a student wishes to take through the Early College Credit Program is 80% comparable to a course offered by the District, and pending the development of any new State regulations applicable to the Early College Credit Program or the adoption of other specific

### **343.46-RULE (cont.)**

local standards for determining course comparability, the District shall apply the standards found in [PI 40.07\(1m\)](#) of the Wisconsin Administrative Code, as such standards were in effect as of December 31, 2017.

2. Although a student may still elect to take a college/university course that the District has determined is comparable to a District course, the District is not responsible for paying any portions of the costs related to such a course.

# Start College Now / Early College Credit

## Timeline/Deadlines

**March 1st** – for Fall Semester/Term  
**October 1<sup>st</sup>** – for Winter/Spring Semester/Term

STEP	STUDENT	COUNSELOR	ACI DEPARTMENT
<b>1</b>	<ul style="list-style-type: none"> <li>• Complete the following forms:               <ul style="list-style-type: none"> <li>○ <b>Start College Now or Early College Credit Program</b> form (found in counseling office or on AASD website)</li> <li>○ <b>Course Request Form</b> (internal document)</li> <li>○ <b>Course description</b> for <u>each</u> class requested</li> <li>○ <b>Official High School transcript</b></li> </ul> </li> <li>• Send all forms <b><u>PRIOR TO</u></b> deadlines (above) to assigned counselor</li> </ul>	<ul style="list-style-type: none"> <li>• Meet with student to make sure that course(s) fits within schedule and AASD does not already offer the course(s).</li> <li>• Fill out and sign “School Counselor” section on <b>Course Request Form</b> (internal document)</li> <li>• Run <b>Official High School transcript</b></li> <li>• Turn in all documents for student to the ACI department in <b>hard copy/original</b> form.</li> </ul>	<ul style="list-style-type: none"> <li>• Accept all documents from counselor on behalf of the student.</li> </ul>
<b>2</b>			<ul style="list-style-type: none"> <li>• Notify student of acceptance or denial in the <b>Start College Now Program or Early College Credit Program</b> by deadlines below:               <ul style="list-style-type: none"> <li>○ <b>May 15</b> for Fall Semester/Fall Term (Lawrence)</li> <li>○ <b>November 15</b> for Spring Semester/Winter and Spring Term (Lawrence)</li> </ul> </li> </ul>
<b>3</b>	<ul style="list-style-type: none"> <li>• Once approval is received:               <ul style="list-style-type: none"> <li>○ Notify Counselor of acceptance</li> <li>○ Send <b>Start College Now or Early College Credit Program</b> application to college/university</li> <li>○ Complete application and other necessary documents to apply to college/university</li> <li>○ Reach out to ACI department to determine if district textbooks are available</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Notify ACI department if any changes are made to student’s originally approved course(s)</li> </ul>	

**Adoption Date: February 26, 2018**

**Amended Dates: February 24, 2020, January 25, 2021, April 25, 2022**

## ADMINISTRATION OF DRUG PRODUCTS/MEDICATIONS TO STUDENTS

Drug products/medications are given to students in the school setting, including alternative placements, to continue or maintain a medical therapy which promotes health, prevents disease, relieves symptoms of illness, or aids in diagnosis. Parent(s)/guardian(s) should administer medications to students outside of the school day whenever possible.

The Appleton Area School District (AASD) shall administer medication in accordance with Wisconsin State Statutes §§ 118.29, 118.291, 118.292, 121.02(1)(g) and 939.25(1). The District may administer prescription medication to a student in compliance with the written instruction of a licensed practitioner, as defined by Statute § 118.29, and written consent from the student's parent/guardian.

Administration of nonprescription medication requires the written instruction and consent of the student's parent/guardian. A request to administer a nonprescription medication in a dosage other than the recommended therapeutic dose must also be accompanied by the written approval of a licensed practitioner.

For the safety and protection of all students, substances that are not United States Food and Drug Administration (FDA)-approved will not be administered in the school setting.

Students with asthma may possess and self-administer a metered dose or dry powder inhaler with the written approval of a licensed practitioner and parent/guardian.

Students with epinephrine auto-injectors may possess and self-administer for the purpose of treating a severe allergic reaction to include anaphylaxis with the written approval of a licensed practitioner and parent/guardian.

Two doses of adult (0.3 mg) stock epinephrine auto-injectors and two doses of pediatric (0.15 mg) stock epinephrine auto-injectors will be available at each school location, not including community 4K sites. The stock epinephrine auto-injectors must remain on school grounds, and will not be taken off campus (i.e. field trips). If an individual appears to be experiencing a severe allergic reaction, dial "911" or the emergency medical service provider. Any individual who is trained on the proper administration of an epinephrine auto-injector may administer epinephrine to the individual experiencing the severe allergic reaction. Individuals receiving the epinephrine injection should be transported to the local emergency department by ambulance.

A school administrator will authorize in writing any school employee to administer oral and non-oral prescription or nonprescription medication to students. With the exception of stock epinephrine auto-injectors, administration of non-oral medication or medication by means other than ingestion may be done by any school employee with proper training

## 453.4 (cont.)

and evaluation. Determining such individuals will be the joint responsibility of the building administrator and the school nurse. Employees, other than health care professionals, who are authorized to give non-oral medication, will receive training approved by the District and the Department of Public Instruction (DPI).

School employees, other than school nurses, who are authorized and trained to administer medication are immune from civil liability for his or her acts or omissions in administering medication to a student unless the act or omission constitutes criminal negligence which is defined in state law as a “high degree of negligence” (§ 939.25 (1), Wis. Stats). School nurses are regulated by Chapter 441, the Nurse Practitioner Act.

The school administrator who authorizes an employee to administer oral medication and who has received required training for administering non-oral medications will be immune from civil liability for the action authorized, unless a court determines that the action constitutes criminal negligence which is defined in state law as a “high degree of negligence” (§ 939.25 (1), Wis. Stats).

Procedures for obtaining and filing written instructions and consents for medication administration, and the protocols for storage, administration and documentation are delineated in this policy's Administrative Rule.

**Legal References:** Wisconsin State Statutes §§ 118.29, 118.291, 118.292, 121.02(1)(g), and 939.25(1), Wisconsin Administrative Code N. 6.03(3); Chapter 441

**Adoption Date:** May 9, 1994

**Amended Dates:** April 25, 2022, April 24, 2000, March 14, 2011, August 27, 2012 November 10, 2014, and October 24, 2016

## ADMINISTRATION OF DRUG PRODUCTS/MEDICATIONS TO STUDENTS

### Procedures

#### I. Training of Designee

A school administrator will authorize in writing any school employee to administer oral and non-oral prescription or nonprescription medication to students in compliance with Wisconsin State Statutes §§ 118.29 and 118.291. Employees, other than school nurses, who are authorized to administer non-oral medications to students will receive training approved by the District and DPI, when available. Administration of non-oral medication or medication by means other than ingestion may be done by any school employee with proper training, and evaluation. Determining such individuals will be the joint responsibility of the building administrator and the school nurse.

School personnel should complete the knowledge portion of the medication administration training for required routes (non-oral) at least every 4 years and more frequently if needed as provided on the DPI website. Skill training for the required routes of administration must occur at initiation of the medication assignment and should be repeated annually thereafter. This training is provided by the District. Upon completion of the DPI-approved training, the school employee shall submit the certificate of completion to the school nurse. The school nurse will forward the certificate to the Student Services Department for filing.

#### II. Consent to Administer

##### A. Prescription Medications

Parent/guardian is responsible for providing the school with a completed medication form for each medication administered at school (forms HS-017, HS-018). The statement must include:

- Student name, date of birth
- Medication name, dose, route, frequency, time/conditions, duration, directions
- Reason for medication
- Precautions, possible untoward reactions, and/or interventions
- Name of licensed practitioner
- Parent/guardian signature, licensed practitioner signature, date

Requests must be renewed each school year or more often if changes in dosage occur. The required forms must be completed and submitted each school year, even if no changes in medication or dosing have occurred. All changes will be



## 453.4-Rule (cont.)

noted on the medication administration record (form HS-018a), dated and initialed by the designee. The prescribing licensed practitioner may be notified by school personnel when the parent/guardian requests the discontinuation of any medication at school.

Medications must be supplied by the parent/guardian in the original pharmacy-labeled package and the package name of the student, prescriber, prescription drug product, dose, effective date, and the directions in a legible format. All controlled substances must be delivered to the school by a parent/guardian, or other adult.

The school nurse shall be informed by school personnel of all students receiving medication and any changes in dosage. The school nurse will review the medication record periodically and use professional judgment in contacting the practitioner, school personnel, or parent/guardian to resolve inconsistencies in administration directions.

### B. Nonprescription Medications

Nonprescription medication (over-the-counter) which is FDA approved can be administered at school (refer to Section V. for all field trip and activities off school premise). A written, signed statement from the parent/guardian must be on file at the school authorizing school personnel to administer a nonprescription medication (form HS-018).

Nonprescription medication must be supplied in the original manufacturer's package by the parent/guardian. The package must list the ingredients and recommended therapeutic dose in a legible format with the student's name affixed.

If a nonprescription medication is requested to be administered in a dosage other than the recommended therapeutic dose or is intended for long-term use on a daily basis, it must be accompanied by the written approval of a licensed practitioner.

A limited amount of stock medications will be available in the health room for students in grades 7-12 with the approval of the District Medical Advisor. These medications are acetaminophen, ibuprofen, and diphenhydramine. If a parent/guardian wishes for their student to receive as needed medications from this supply, they will be required to give consent through on-line registration or in writing using the following form ["Consent for Administering Stock Medications at School."](#)

## 453.4-Rule (cont.)

### C. Alternative Medication

For the safety and protection of all students, alternative medications (i.e., food supplements and natural products) will not be given in the school setting.

### D. Antineoplastics, Oral Chemotherapeutic Agents, and Other Hazardous Drugs

Permission to administer medications in these drug categories may be granted upon review by the building administrator and school nurse in consultation with the District medical advisor after consideration of safe handling and disposal precautions.

### E. Research Medication

Medication prescriptions that do not fall within the established FDA guidelines for pediatric use and/or dosing may fall into the following two categories:

- Off label medications are those FDA approved medications prescribed for non approved indications in children.
- Pediatric experimental or investigational drugs are those medications currently involved in clinical trials. These medications are undergoing formal study to determine the efficacy and safety of pediatric dosing, but they do not have FDA approval.

Requests to administer research medication in school will be evaluated on an individual basis by the school nurse. The following materials will be required from the prescribing licensed practitioner:

1. Information regarding the protocol or a study summary from the research organization
2. Signed parent/guardian permission
3. Reporting requirements
4. Any follow-up required nursing actions to be taken at school
5. Additional information/documentation may be requested as needed

Permission to administer medications in these drug categories may be granted upon review by the building administrator and school nurse in consultation with the District medical advisor. The District reserves the right to refuse to administer the medication.

### F. Stock Epinephrine Auto-Injectors

Stock Epinephrine Auto-Injectors will be available in District school buildings for the health and safety of all individuals with known and unknown allergic reactions to foods or other environmental items.

A stock epinephrine auto-injector should be retrieved for use when symptoms of anaphylaxis are identified:

- Difficulty swallowing or tightening of the throat
- Difficulty breathing
- Nausea and vomiting
- Swelling of the face or extremities
- Skin rash, hives

Available doses are the adult (0.30 mg) dose and the pediatric (0.15 mg) dose. If an individual appears to be experiencing a severe allergic reaction, the protocol is to dial “911” or the emergency medical service provider. Any individual who is trained to use an epinephrine auto-injector to administer epinephrine may do so to the individual experiencing the severe allergic reaction. Individuals receiving the epinephrine injection should be transported to the local emergency department by ambulance.

### III. Self-Administered Medications

- A. Students with asthma may possess and self-administer metered dose inhalers or dry powder inhalers for the purpose of preventing or alleviating the onset of asthmatic symptoms. The student must have the written approval of a licensed practitioner and the written approval of the student’s parent/guardian (form HS-017). A copy of this approval will be present in the student’s school and maintained in the behavioral record (Wisconsin State Statute § 118.291).
- B. Students may possess and self-administer a prescription medication upon the written approval of a licensed practitioner and the written approval of the student’s parent/guardian (form HS-017). A copy of this approval will be present in the student’s school and maintained in the behavioral record.

The student will possess no more than the daily supply of the medication at a time and the medication must be in the original pharmacy-labeled package.

- C. A student may possess and self-administer an epinephrine auto-injector for the purpose of treating a severe allergic reaction, including anaphylaxis that requires the administration of epinephrine to avoid severe injury or death. The student must have written approval of a licensed practitioner and written approval of the student’s parent/guardian (HS-017). A copy of this approval will be present in the student’s school and maintained in the behavioral record (Wisconsin State

## 453.4-Rule (cont.)

Statute § 118.292). If a student administers epinephrine, dial “911” or an emergency medical service provider.

D. A student may possess and self-administer nonprescription medications. A written statement identifying the medication and granting permission for self-administration is to be signed by the parent/guardian and maintained in the behavioral file. (HS-017).

Factors to be considered will be:

- Type of medication
- Reason for medication
- Age of student

### IV. Expired Medications

Parents/guardians are strongly encouraged to supply a medication that will not expire during the school year. For the safety of our students, expired medications should not be administered at school.

### V. Administration of Medications for Field Trips

Field trips may include school sponsored activities off school grounds, athletics, student groups or clubs, and any overnight events/field trips where a student has a medication on file that may need to be given. If a student is receiving medication at school on a daily basis, or on an as-needed basis, it is the responsibility of the staff person who is organizing the field trip to ensure that the student receives the medication per the parent/guardian/physician consents, and as indicated by the parent on the field trip permission form.

All information regarding student medication administration is confidential and must be protected accordingly.

The procedures below outline steps to ensure that students receive their required medications.

#### A. Field Trips – Regular School Day

##### Prior to the field trip

- A minimum of one staff person who is attending the field trip must have successfully completed the applicable DPI approved training depending on the medication needs of the students and the AASD skills training checklist with the school nurse. Current training documentation must be on file with the

## 453.4-Rule (cont.)

District prior to the date of the field trip.

- The staff person organizing the field trip must provide a list of participating students to the school secretary or designee prior to the event. The school secretary or designee will review the list of students and determine which students have medications at school.
- Parents/guardians are required to complete the medication portion of the field trip permission slip indicating if medications are required.

### Day of field trip

- The medication will be prepared by the school secretary or designee. The daily medication dose will be put into a white envelope or Ziploc bag with the student's name, organizing staff person's name, and time to be given. The envelope or bag will include a field trip medication form with the student's name, name of medication, dose and time to be given, special instructions, and a place for the organizing staff person to sign that the medication was administered (see attached form HS-029a).
- It is the responsibility of the organizing staff person to see that the medication is given on time and that the child takes the medication. The organizing staff person will sign the form to document the time the medication was administered. "As needed" medications, such as asthma inhalers, if used by the student, will follow the same procedure.

### After the field trip

- The organizing staff person will return all forms and all medication to the school secretary or designee promptly upon return from the event.
- The school secretary or designee will document on the medication record that the medication was administered, sign their initials and the initials of the staff person that administered the medication, and note the time the medication was administered. The field trip medication form may be stapled to the medication record.

## **B. Field Trips – Extended Beyond Regular School Day**

Field trips that extend beyond the regular school day may require more doses of a medication to be administered that are not normally given during the school day. If additional medications and/or doses are required, consents for those medications must be on file prior to departure.

- The parent/guardian must provide the medication in a pharmacy labeled bottle (prescription) or over the counter packaging (non-prescription). The required paperwork must be completed (HS-017 or HS-018) indicating all doses and

## 453.4-Rule (cont.)

times the medication is to be administered. Only the amount of medication needed on the field trip should be sent.

- The school secretary or designee may consult with the school nurse regarding questions/organization of the medication.
- It is the responsibility of the organizing staff person to see that the medication is administered on time and that the student successfully takes the medication. The staff person administering the medication on the field trip will document on the field trip medication form all doses of medication that are administered. The Regular School Day “Prior to the field trip” protocols (detailed above) must be completed prior to the trip.
- Emergency medications (i.e., asthma inhalers, EpiPens, glucagon) should be accessible to the student while on a field trip.
- Upon return from the field trip, forms and medication will be returned to the school secretary or designee.
- The school secretary or designee will document on the medication record that the medication was administered, sign their initials and the initials of the staff person, and note the time the medication was administered. The field trip medication form may be stapled to the medication record.

### VI. Medication Storage

Medication will be stored in a secure location. Medication which needs to be accessible to the student will be stored in an appropriate location per student need (i.e., emergency medications) and stored to maintain quality (i.e., refrigeration). For the safety of our students, the AASD will not store and administer extra medications for instances when a dose was missed at home.

Building stock epinephrine auto-injectors will be stored in or near the AED cabinet and in the school office, will not leave the school grounds, and will be checked and documented monthly by the staff person completing the AED check. The staff person will also maintain a schedule for tracking stock epinephrine status and expiration dates.

The parent/guardian or student with parent/guardian permission shall pick up unused portions of medication within seven days after the completion of the school year, when a student transfers out of the district, or when medications have been discontinued. After seven days and documentation of written or verbal notification to the parent/guardian, medications will be given to the Student Resource Officer (SRO) for disposal or destroyed pursuant to Medical Advisor or pharmaceutical instructions.

### VII. Medication Disposal

The safe disposal of medication can prevent diversion and protect the environment. If at all possible, medications should be returned to the student's parent/guardian who has the prescription for the medication. When returning the medication is not possible, the school must assume responsibility to manage the pharmaceutical waste. Schools must follow state law for businesses and institutions for managing waste.

There are four categories of medications for management of disposal:

1. Controlled Substances (e.g. narcotic pain medication and stimulant medications): schools will turn this waste over to the SRO.
2. Hazardous Medication Waste: schools may take advantage of the state hazardous waste contract to manage hazardous waste medications. The building engineers should be contacted for this disposal.
3. Infectious Medication Waste (e.g. Sharps containers): Contact the Building Engineer to properly dispose of Sharps containers.
4. Non-hazardous Medication Waste (e.g. Tylenol, antibiotics etc.): May be disposed of in a licensed solid waste landfill. District employees should mix the medication with an undesirable substance such as kitty litter or coffee grounds and place in disposal container with a lid. The medication can then be placed in the trash.

### VIII. Documentation

An accurate individual student record of administered medication will include:

- Demographic data such as name, birthdate, grade, school year.
- Medication name, dose, date/time given, date of expiration if applicable.
- Signature of person administering.
- Dose changes will be dated, with the signature of the designee and reviewed by the school nurse.
- Exceptions (i.e., absent, no school, refused) will be documented on the individual student record.
- Errors (i.e., wrong student, wrong time, wrong medication, wrong dose, wrong route) will be documented on the Medication Incident Review Form (HS-019)
- For controlled substances, school office personnel shall verify the amount of the medication delivered by counting and documenting individual units of medication in the presence of the parent/guardian or adult who delivers it or another staff person. The parent/guardian or adult delivering the medication shall verify the medication count by initialing the medication administration form.

## **453.4-Rule (cont.)**

Situations that are not considered medication errors include: students who refuse to consume or are unable to tolerate the medication, lack of supply of the medication from the parent/guardian, and a medication held by a parent. These situations are documented in the medication log and the parent/guardian is notified.

The Student Medication Record (form HS-018a) including consent forms will be maintained in the student's behavioral record after discontinuation of the medication.

### **IX. Allergy Environment**

The District cannot guarantee an allergy free environment, but recognizes that the risk of accidental exposure to allergens can be reduced in the school setting. The District is committed to working cooperatively with students, parents/guardians and medical providers to minimize accidental exposure to known allergens and improve safety in the learning environment.

The focus of allergy management will be on prevention, education, awareness, communication and emergency response. The District will ensure that interventions and individual health care plans for students with allergies are based on medically accurate information to the extent information is known to the District and evidenced-based practices.

### **X. Rights and Responsibilities**

Authorized school personnel have the responsibility to:

- See that the medication is given within 30 minutes before or after the time specified by parent/guardian and prescribing licensed practitioner.
- Maintain the medication administered at school in a secure place which also maintains medication quality (i.e., refrigeration for liquid antibiotics).
- Report to the school nurse any dose changes, inconsistencies, medication side effects or medication errors. In the event of a drug administration error, parent/guardian and school nurse will be notified, and the licensed practitioner notified if parent/guardian or school nurse determines it is required or necessary under the circumstances. The Medication Incident Review Form (HS-019) shall be completed by the employee involved within 24 hours of the incident.
- Have access to the Administration of Drug Products/Medications to Students Policy 453.4 for immediate reference. Document all medication administered or reason medication was not administered (i.e., absent, refusal, error).
- Respect confidentiality. Student medication administration information is confidential and must be protected accordingly.

Authorized school personnel have the right to refuse to administer medication to students when the medication administration procedures as described in Section II



above have not been completed.

The school nurse has the responsibility to:

- Review medications and any changes in medications administered at school when informed by designated school personnel of new medication or of any changes.
- Use professional judgment in carrying out the policy.
- Verify skills competency for administration of non-oral medications.

#### **XI. Distribution of Policy and Liability Waiver**

- All school employees who are authorized and trained to administer medication to a student shall have access to this policy and shall be advised that, pursuant to the provision in Wisconsin State Statutes §§ 118.29, 118.291, 118.292 that they are immune from civil liability for any acts or omissions in administering a prescription or nonprescription medication to a student in accordance with this policy unless he or she is a healthcare professional or the act or omission constitutes criminal negligence which is defined in state law as a “high degree of negligence” (§ 939.25 (1), Wis. Stats).
- The school administrator who authorizes an employee to administer a prescription or nonprescription medication to a student is immune from civil liability for the act of authorization unless it constitutes criminal negligence which is defined in state law as a “high degree of negligence” (§ 939.25 (1), Wis. Stats).
- With the exception of the administration of emergency epinephrine auto-injectors as outlined above, a person administering a medication by means other than ingestion to a student is not immune from civil liability if he or she has not received DPI-approved training. The authorizer is not immune from civil liability if he or she authorizes a person who has not received DPI-approved training to administer medication by means other than ingestion to a student.

Refer to DPI Medication Training and Resources and accompanying District forms.

**Adoption Date: May 9, 1994**

**Amended Date: April 25, 2022, April 24, 2000, March 14, 2011,  
August 27, 2012 November 10, 2014, and October 24, 2016**

## ITEM OF INFORMATION

**Topic:** Updating of Board Policy 453.4 Administration of Drug Products / Medications to Students

**Background Information:**

The goal of the AASD school nurses is to protect and promote student health while advancing opportunities for student academic success. An area in which health and medical needs can impact academic success is related to absenteeism. In working with the AASD Medical Advisor, consulting with area districts as well as gaining feedback from building principals, an area in which we can work to reduce absences is to have specific stock medications (acetaminophens, ibuprofen, and diphenhydramine) on hand. Parent/guardian permission is required prior to a student receiving the medication. Therefore, a student would not have to leave school to gain access to this medication but rather, stay in school and when ready, back to class.

**Instructional Impact:**

Updates to Board Policy 453.4 will ensure that students are able to engage in their learning and accessing instruction as much as possible while breaking down barriers to having their health needs met.

**Contact Person(s):**

Polly Vanden Boogaard, Assistant Superintendent of Student Services/Special Education, 832-6114, [vandenboogaard@asd.k12.wi.us](mailto:vandenboogaard@asd.k12.wi.us)

## ITEM FOR CONSIDERTION

**Topic:** Naming of the Houdini Elementary School Gymnasium in honor of Mr. Mark Vivoda

**Background Information:** The staff of Houdini Elementary School recommend naming the Houdini Elementary School gymnasium to honor Mr. Mark A. Vivoda in recognition of his outstanding contribution to the Houdini School community.

As a child, Mark attended school in the Appleton Area School District. Reflecting upon his time as a student, Mark recognized that school was challenging for him, but because a few of his teachers took a special interest in him, he was put on a path of success for life.

For thirty-nine and one-half years, Mark's professional life was devoted to the Appleton Area School District. He served as the building engineer at Houdini Elementary School from the time the school opened in September 1988 until his retirement on February 28, 2022. Through times of change and transition, Mark was a stable and vital person at Houdini: the patriarch of the Houdini community. He created a welcoming, enjoyable, and safe school for everyone. One staff member shared, "He was the first Houdini colleague I officially met, and from our very first introduction, he has been one of the reasons I look forward to coming into the building each week. His hard work, kindness, sense of fun, and relationships with staff and students are second-to-none." Mark was an outstanding role model for students. Whether he was demonstrating a strong work ethic, mentoring students, or participating in fun activities, students were always at the heart of everything he did.

Mark took great pride in the school and the work he did there. He maintained a facility that was always ready to service students by taking it upon himself to be an around the clock caretaker for the building. Mark consistently went above and beyond to design and make items for our school. He never turned down a request and worked to make everything functional for staff and kids.

Mark is a pillar of the Houdini Elementary School community. He committed his life's work to bettering Houdini School and the Houdini community. Policy 940 states that a District facility may be named for an individual person, and that person "should be of exemplary moral character, have made an outstanding contribution to education, humanity or the District's community, have displayed outstanding leadership, or be a person of historical significance." Without question, Mark A. Vivoda meets the criteria for this honor.

Once named, an appropriate plaque will be placed onsite so that future generations of students, parents, staff members, and community members will understand and appreciate the dedication's meaning.

**Instructional Impact:** N/A

**Fiscal Note:** Approximately \$100 for the purchase of a plaque

**Administrative Recommendation:** Approval

**Contact:** Dr. Judy Baseman, 997-1399 ext. 6126  
Greg Hartjes, 997-1399 ext. 2029

**Board Action:** April 25, 2022