



**Monday, February 26, 2024
Board of Education Meeting**

**APPLETON AREA SCHOOL DISTRICT
BOARD OF EDUCATION MEETING
Scullen Leadership Center
131 E. Washington Street, Suite 1A
Appleton, WI 54911
Time: 6:00 PM**

The Board of Education will be meeting in the Scullen Leadership Center, 131 E. Washington Street, Suite 1A. Some individuals may be joining via remote technology and the meeting will be livestreamed on YouTube. Members of the media or general public may continue to access meetings in person or via a live stream broadcast on the Appleton Area School District YouTube Channel: <https://www.youtube.com/channel/UChO-l09YGgt4uKnCWYvt8Pw>

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 in accordance with the procedures posted on the Districts website

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

Any special needs or any requests for accommodations related to accessing the meeting should be sent to Kayla Malott, at malottkayla@asd.k12.wi.us or (920) 852-5300 ext. 60111, at least 24-hours in advance of the meeting.

1. Meeting Opening

Subject	A. Roll Call
Meeting	Feb 26, 2024 - Board of Education Meeting
Category	1. Meeting Opening
Type	Procedural

Subject	B. Pledge of Allegiance
Meeting	Feb 26, 2024 - Board of Education Meeting
Category	1. Meeting Opening
Type	Procedural

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

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

Meeting Feb 26, 2024 - Board of Education Meeting

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

Type Procedural

Subject **B. Approval of Agenda**

Meeting Feb 26, 2024 - Board of Education Meeting

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

Type Action, Procedural

3. Special Presentation

Subject **A. Student School Board Representative Report**

Meeting Feb 26, 2024 - Board of Education Meeting

Category 3. Special Presentation

Type Information, Recognition, Report

Student School Board Representative, Jocelyn Scanlon, will provide updates from East High School.

Subject **B. 5K-5 STEM Update**

Meeting Feb 26, 2024 - Board of Education Meeting

Category 3. Special Presentation

Type Discussion, Information

Coordinator-CBL/CTE/Computer Science, Kristin Comerford, and STEM teachers Jill Kinney, Melissa Schmidt, and Andrea Zimmerman will present the 5K-5 STEM updates.

File Attachments

[5K-5 STEM School Board Presentation.pptx \(23,978 KB\)](#)

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

Subject **A. Public Input**

Meeting Feb 26, 2024 - Board of Education Meeting

Category

4. 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 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](#)

5. 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

Feb 26, 2024 - Board of Education Meeting

Category

5. 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

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

Subject

A. Business Services Update(s): None

Meeting

Feb 26, 2024 - Board of Education Meeting

Category

6. 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

Subject B. School/Student Services Update(s): 6th & 7th Grade Curriculum Overview- CTE/STEM; Middle School ELA Novels

Meeting Feb 26, 2024 - Board of Education Meeting

Category 6. 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

Assistant Superintendent, Steve Harrison, will report on the School/Student Services items for consideration.

File Attachments

[IFC- 6th and 7th CR-CTE STEM \(1\).pdf \(49 KB\)](#)

[IFC-Middle School ELA Novels.pdf \(55 KB\)](#)

Subject C. Personnel Services Update(s): Professional Educator New Hire(s), Contract Change(s), Retirement(s), and Resignation(s); Administrative Transfer(s) and Administrative Retirement

Meeting Feb 26, 2024 - Board of Education Meeting

Category 6. 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 report on the Personnel Services items for consideration.

File Attachments

[IFC Professional Educator New Hire 2-26-24.pdf \(185 KB\)](#)

[IFC Professional Educator Contract Change 2-26-24.pdf \(104 KB\)](#)

[IFC Professional Educator Resignations 2-26-24.pdf \(107 KB\)](#)

[IFC Professional Educator Retirements 2-26-24.pdf \(120 KB\)](#)

[IFC-Administrative Transfer\(s\).pdf \(108 KB\)](#)

[IFC-Administrative Retirement 2.26.24.pdf \(100 KB\)](#)

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

Subject **A. Board Meeting Minutes from February 12, 2024**

Meeting Feb 26, 2024 - Board of Education Meeting

Category 7. Board's Consent Agenda (GC-2.4: The Board will use a consent agenda as a means to expedite the disposition of routine matters and dispose of other items of business it chooses not to discuss.)

Type Action, Minutes

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

Subject **B. Expulsion Meeting Minutes from February 16, 2024**

Meeting Feb 26, 2024 - Board of Education Meeting

Category 7. 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 **C. Special Board Meeting Minutes from February 21, 2024**

Meeting Feb 26, 2024 - Board of Education Meeting

Category 7. 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 **D. Expulsion Meeting Minutes from February 22, 2024**

Meeting Feb 26, 2024 - Board of Education Meeting

Category 7. 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.

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

Subject **A. 6th & 7th Grade Curriculum Overview- CTE/STEM**

Meeting Feb 26, 2024 - Board of Education Meeting

Category 8. 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- 6th and 7th CR-CTE STEM \(1\).pdf \(49 KB\)](#)

Subject **B. Middle School ELA Novels**

Meeting Feb 26, 2024 - Board of Education Meeting

Category 8. 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-Middle School ELA Novels.pdf \(55 KB\)](#)

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

Meeting Feb 26, 2024 - Board of Education Meeting

Category 8. 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 Hire 2-26-24.pdf \(185 KB\)](#)

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

Meeting Feb 26, 2024 - Board of Education Meeting

Category 8. 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 Change 2-26-24.pdf \(104 KB\)](#)

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

Meeting Feb 26, 2024 - Board of Education Meeting

Category 8. 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 2-26-24.pdf \(107 KB\)](#)

Subject **F. Professional Educator Retirement(s)**

Meeting Feb 26, 2024 - Board of Education Meeting

Category 8. 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 Retirements 2-26-24.pdf \(120 KB\)](#)

Subject **G. Administrative Transfer(s)**

Meeting Feb 26, 2024 - Board of Education Meeting

Category 8. 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 Transfer\(s\).pdf \(108 KB\)](#)

Subject **H. Administrative Retirement**

Meeting Feb 26, 2024 - Board of Education Meeting

Category 8. 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 Retirement.pdf \(100 KB\)](#)

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

Subject	A. Business Services Report: Current Year Budget Update
Meeting	Feb 26, 2024 - Board of Education Meeting
Category	9. Reports (OE-8.2: Provide for the Board, in a timely manner, information about trends, facts and other information relevant to the Board's work.)
Type	Discussion, Information, Report

Executive Director of Finance, Holly Burr, will report on the Business Services item of information.

Subject	B. School/Student Services Report: 6th & 7th Grade Curriculum Overview-ELA/Social Studies/Science/PE
Meeting	Feb 26, 2024 - Board of Education Meeting
Category	9. Reports (OE-8.2: Provide for the Board, in a timely manner, information about trends, facts and other information relevant to the Board's work.)
Type	Discussion, Information, Report

Steve Harrison, Thai Xiong, Mikki Duran, and Kelly Leopold will report on the School/Student Services item of information.

File Attachments

[6th & 7th Grade Curriculum Overview ELA SS Science PE - 2.21.24 BOE Work Session \(1\).pptx \(345 KB\)](#)

Subject	C. Personnel Services Report: None
Meeting	Feb 26, 2024 - Board of Education Meeting
Category	9. Reports (OE-8.2: Provide for the Board, in a timely manner, information about trends, facts and other information relevant to the Board's work.)
Type	Discussion, Information, Report

10. Board Business

Subject	A. eSchool Contract Renewal
Meeting	Feb 26, 2024 - Board of Education Meeting
Category	10. Board Business

Type Discussion, Information

Erik Hanson and Shawna Waters will present the eSchool Contract Renewal.

File Attachments

[IOI - eSchool Contract Renewal 2024.docx.pdf \(38 KB\)](#)

[2024 eSchool Contract Draft Dec 23 - draft.docx.pdf \(219 KB\)](#)

[2024 Summary of Proposed Changes Table - revised Dec 23 draft.docx.pdf \(122 KB\)](#)

Subject B. OE-10 Learning Environment/Student Behavior-Revisions

Meeting Feb 26, 2024 - Board of Education Meeting

Category 10. Board Business

Type Discussion, Information

Executive Director of Student Services, Laura Jackson, will present the OE-10 Learning Environment/Student Behavior revisions.

File Attachments

[OE-10 Learning Environment Student Behavior \(1\).pdf \(494 KB\)](#)

Subject C. Superintendent Contract

Meeting Feb 26, 2024 - Board of Education Meeting

Category 10. Board Business

Type Action

Chief Human Resources Officer, Julie King, will present the Superintendent Contract item for consideration.

File Attachments

[IFC - Superintendent Contract.pdf \(107 KB\)](#)

Subject D. Results Monitoring: R-2.1.3 Science

Meeting Feb 26, 2024 - Board of Education Meeting

Category 10. Board Business

Type Action

Assistant Superintendent, Steve Harrison, will present the Results Monitoring: R-2.1.3 Science item for consideration.

File Attachments

[AASD R-2.1.3 Science - 2023-24 - Monitor Report for the 2022-23 school year_\(2\).pdf \(510 KB\)](#)

Subject **E. Results Monitoring: R-2.1.4 Social Studies**

Meeting Feb 26, 2024 - Board of Education Meeting

Category 10. Board Business

Type Action

Assistant Superintendent, Steve Harrison, will present the Results Monitoring: R-2.1.4 Social Studies item for consideration.

File Attachments

[AASD R-2.1.4 Civics & Social Studies - 2023-24 - Monitor Report for the 2022-23 school year_\(1\).pdf \(511 KB\)](#)

Subject **F. Fox River Academy Contract Renewal**

Meeting Feb 26, 2024 - Board of Education Meeting

Category 10. Board Business

Type Action

File Attachments

[Item for Consideration Fox River Academy.pdf \(139 KB\)](#)
[24 FOX Charter Contract final.pdf \(440 KB\)](#)

Subject **G. ATech Academy Contract Renewal**

Meeting Feb 26, 2024 - Board of Education Meeting

Category 10. Board Business

Type Action

File Attachments

[IFC-ATech Contract Renewal.pdf \(38 KB\)](#)
[24 ATECH AASD Charter School Contract.docx.pdf \(209 KB\)](#)

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

Meeting Feb 26, 2024 - Board of Education Meeting

Category 10. Board Business

Type Action, Discussion

11. Items of Information

Subject **A. None**

Meeting Feb 26, 2024 - Board of Education Meeting

Category 11. Items of Information

Type Information

12. Future Meetings

Subject **A. Board Meeting: Monday, March 4, 2024, 6:00PM**

Meeting Feb 26, 2024 - Board of Education Meeting

Category 12. Future Meetings

Type Information

Subject **B. Board Work Session: Wednesday, March 13, 2024, 7:30 AM**

Meeting Feb 26, 2024 - Board of Education Meeting

Category 12. Future Meetings

Type Information

Subject **C. Board Meeting: Monday, March 18, 2024, 7:00 PM***

Meeting Feb 26, 2024 - Board of Education Meeting

Category 12. Future Meetings

Type

13. Adjourn

Subject **A. Motion to Adjourn the Meeting**

Meeting Feb 26, 2024 - Board of Education Meeting

Category 13. Adjourn

Type Action, Procedural

AASD

5K-5 STEM



STEM Teachers

Jill Kinney (East Cluster)

Melissa Schmidt (West Cluster)

Andrea Zimmermann (North Cluster)





AASD STEM Vision

"In the Appleton Area School District, STEM education is an interdisciplinary approach to student learning. Our students learn a variety of rigorous academic concepts and skills through the integration and application of science, technology, engineering, and mathematics. These authentic learning experiences make connections between our students' school and community while preparing them for the multi-dimensional challenges of tomorrow."

STEM Work Group

2021-2022

- Vision Created and experiences discussed

2022-23

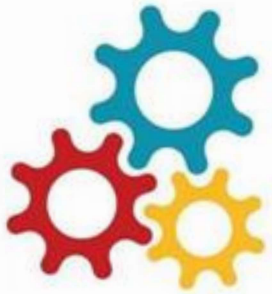
- Finalized Learning Experiences
- Vetted Curriculum Resources to Field Test
- Hired 3 Elementary STEM Teachers
- Finalized Field Test: SMART Lab, PLTW & EiE

2023-24

- Field Testing
- Determined Schedule
- Staffing of STEM Positions
- Create 5K-5 Scope & Sequence
- K-5 Curriculum Development for School Board Approval



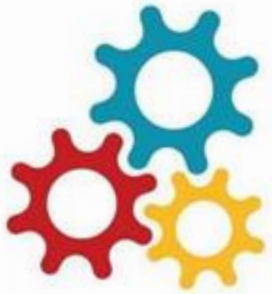
K–5 STEM Learning Experiences



We will research and field test the best materials from other resources to align with the AASD STEM vision and experiences while being fiscally responsible.

Simple Machines	Circuitry	Coding Programming & Robotics	Mechanics & Structure Engineering Design Process	3D Printing	Energy & Forces Renewable Nonrenewable	Space & Flight	Environmentalism	Geometry, Measurement & Data
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K–5 STEM Learning Experiences



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Simple Machines	Circuitry	Coding Programming & Robotics	Mechanics & Structure Engineering Design Process	3D Printing	Energy & Forces Renewable Nonrenewable	Space & Flight	Environmentalism	Geometry, Measurement & Data
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K-5 Experiences

	Simple Machines	Circuitry	Coding Programming & Robotics	Mechanics & Structure Engineering Design Process	3D Printing	Energy & Forces Renewable Nonrenewable	Space & Flight	Environmentalism	Geometry, Measurement & Data
K									
1									
2									
3									
4									
5									





Programming	K	1	2	3	4	5
Unplugged	Orange	Purple				
On bot	Orange	Purple				
Color sensing		Purple	Red	Blue	Green	Yellow
Block		Purple	Red	Blue	Green	Yellow
Text Based				Blue	Green	Yellow
AI					Green	Yellow

Field Testing





Deena Crawford



Steven Weniger



EAST TROY
COMMUNITY SCHOOL DISTRICT

East Troy
Jarett Church
Jennifer Ledin



**Additional
contacts**



Clintonville
Tricia Charles



LUCK
SCHOOL DISTRICT

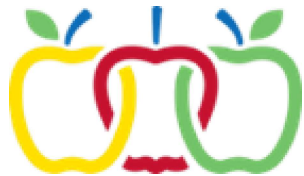
Robot Education



Southern Door
Jessica Meacham



Shawano



AASD
LMS/Math/Science



Brillion
Jessica Peterson



Atlas Science
Ashley Rossmessl



AriensCo Museum



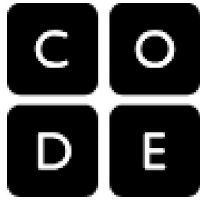
Steven Weniger



matatalab



Brooke Brown



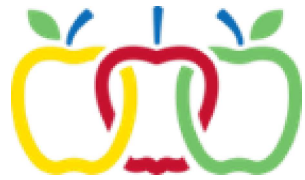
Code.org



PLTW



Additional
contacts



AASD
LMS/Math/Science



Courtney & Cindy



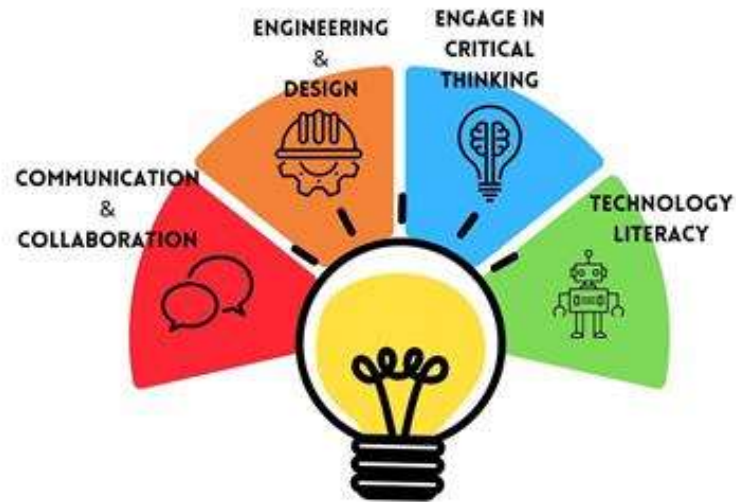
ELENCO
Learn by doing.



Standards

AASD K-5 STEM Standards

Communication & Collaboration	Participate in collaborative conversations.	K-5.CC.1
	Listen and respond appropriately to the ideas of others.	K-5.CC.2
	Collaborate as a productive member of a group to share and support the efforts of others.	K-5.CC.3
Engineering & Design	Identify problems and brainstorm solutions to create an appropriate plan.	K-5.ED.1
	Create a physical or computational solution to a problem.	K-5.ED.2
	Evaluate solutions to designs and consider improvements to design.	K-5.ED.3
Engage in Critical Thinking	Ask questions, explore possibilities and have a genuine interest in uncovering new knowledge.	K-5.ECT.1
	Willing to embrace a challenge and see mistakes as a way to learn.	K-5.ECT.2
Technology Literacy	Engage in responsible and appropriate use of technology tools.	K-5.TL.1
	Effectively use technology to solve a problem.	K-5.TL.2



STEM Schedule



- STEM will be part of the Specials Block. It will occur 1 time per week for 50 Minutes. Below is a visual example:

Monday	Tuesday	Wednesday	Thursday	Friday
Music (30)	Art (50)	Music (30)	STEM (50)	LMS or Guid (30)
Phy. Ed (30)		Phy. Ed (30)		LMS or Guid (30)

AEF Support of STEM Pilots

- \$2,940 to pilot coding and robotics programs for kindergarten and first grade.
- \$497.02 to support the pilot of Storybook STEM for kindergarten and first grade.
 - The above pilots will inform AASD's curriculum decisions for elementary STEM Labs beginning in the 2024-25 school year.





Questions?



ITEM FOR CONSIDERATION

Topic: 6th & 7th Grade Curriculum Revisions - CTE/STEM

**Background
Information:**

With the successful passing of the Fall 2022 Appleton Area School District (AASD) referendum plans have been put into place for modernizing the district's four middle schools, thereby adding capacity to allow for 6th grade to move into the middle schools at the start of the 2024-25 school year. In order to prepare for the 2024-25 implementation of a 6-8 middle school model, curriculum revisions are being proposed for the following courses:

- [6010 Exploratory Family Consumer Science Grade 6](#)
- [6000 Family Consumer Science Grade 7](#)
- [6300 Exploratory Business/Marketing/ACP Grade 6](#)
- [6310 Business/Marketing/ACP Grade 7](#)
- [6980 Exploratory Technology Engineering Grade 6](#)
- [7000 Technology Engineering Grade 7](#)
- [6985 STEM Grade 6](#)
- [7010 STEM Grade 7](#)

Instructional

Impact: AASD students in grades 6 and 7 will receive curriculum and instruction aligned with middle school standards within each respective content area.

Fiscal

Impact: None

Administrative

Recommendation: Approve as submitted.

Contact

Person: Steve Harrison, Ph.D., Assistant Superintendent - Assessment, Curriculum & Instruction (920) 852-5300 ext. 60121, harrisonstepha@aad.k12.wi.us

Kristin Comerford - Coordinator of Career Based Learning and Career & Technical Education (920) 852-5300 ext. 60171, comerfordkrist@aad.k12.wi.us

BOE: February 26, 2024

ITEM FOR CONSIDERATION

Topic: Supplemental Material Approval- *All Thirteen: The Incredible Cave Rescue of the Thai Boys' Soccer Team* by Christina Soontornvat, *Ghost* by Jason Reynolds, *47 Days: The True Story of Two Teen Boys Defying Hitler's Reich* by Annette Oppenlander, and *The Boys in the Boat: Nine Americans and Their Epic Quest for Gold at the 1936 Berlin Olympics* by Daniel James Brown; ELA 7 (1070) and Humanities 7 (3770)

Background Information: The English Language Arts- grade 7 courses are standards-based courses (SBC) in the Appleton Area School District. As part of course instruction, students read a variety of texts to identify the key ideas and details, main idea, theme(s), event sequence(s), point of view, character development, and author's purpose. Additionally students articulate their ideas in collaborative discussions and independent written reflections and/or reviews. Approval for these particular novels is coming from the grade 7 ELA teachers. Three will be used within their first unit of study: Exploring the world around me and sharing what I learned with the World, and one will be used during the second unit: Exploring Other Stories to Understand My Own and Sharing a Story About Life.

Fiscal Note: AC&I would be purchasing 200 total copies of each novel to be dispersed among the middle schools. The cost will be \$6,676.00. This instructional material will be implemented during the 2023-24 school year.

Instructional Impact: These books could be used in literature circles when students are given a choice of novels to read, or read as a full-class read-aloud. As the secondary English department focuses on Interactive Read Alouds and other high leverage strategies, the option to read a novel as a full class is important as PLCs plan and strategize for student engagement, assessment design, and feedback to offer students during and post-instruction.

Administrative Recommendation: Approve as submitted.

Contact Person(s): Kelly Leopold, 920-832-6157 x60172 , leopoldkelly@asds.k12.wi.us
Steve Harrison, Ph.D., 920-852-5300 x60121, harrisonstepha@asds.k12.wi.us

BOE: February 26, 2024

ITEM FOR CONSIDERATION

Topic: Professional Educator New Hire(s)

Background Information: The Professional Educator listed below is recommended for contractual position for the 2023-2024 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>FTE</u>	<u>Effective Date:</u>
Timothy L. Arnold	ATODA Coordinator	District	100%	2/28/24

Fiscal Note: Salary will be commensurate with education and experience.

Administrative Recommendation: Approval

Instructional Impact: The candidate listed above is recommended by the administrator to whom they will report as the best candidate for the position.

Contact Person: Julie King, (920) 852-5302

ITEM FOR CONSIDERATION

Topic: Professional Educator Contract Change(s)

Background Information: The following contract change is recommended for the 2023-2024 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>FTE</u>	<u>Effective Date</u>
Cassandra S. Jimenez	English Learner	NHS	100% to 120%	1/22/24-6/7/24

Fiscal Note: As indicated above.

Administrative Recommendation: Approval

Instructional Impact: This assignment adjustment will meet student needs.

Contact Person: Julie King, (920) 852-5302

ITEM FOR CONSIDERATION

Topic: Professional Educator Resignation(s)

**Background
Information:**

The following Professional Educators have submitted letters of resignation effective at the end of the 2023-2024 school year unless otherwise noted:

Brian J. Finman has been with the District for one year, most recently as a Math/Science Teacher at Kaleidoscope Academy.

Sara J. Gauerke has been with the District for nine years, most recently as a Math Interventionist at Highlands Elementary School. Sara's resignation is effective at the end of the workday on February 26, 2024.

Debra A.F. Loesche has been with the District for twenty-three years, most recently as a Social Studies Teacher at East High School.

Jean A. Pynenberg has been with the District for sixteen years, most recently as an Alternative Education Teacher at Einstein Middle School.

Fiscal Note: Dependent upon replacements.

**Administrative
Recommendation:** Approval

**Instructional
Impact:** Qualified replacements will be procured.

**Contact
Person:** Julie King, (920) 852-5302

ITEM FOR CONSIDERATION

Topic: Professional Educator Retirement(s)

**Background
Information:**

The following Professional Educators have submitted letters of retirement effective the end of the 2023-2024 school year, unless otherwise noted:

Kathleen R. Alby has been with the District for twenty-nine years, most recently as a Grade 2 Teacher at Edison Elementary School.

Susan J. Brockman has been with the District for seventeen years, most recently as a Special Education Teacher at Huntley Elementary School.

Susanne C. Bruce has been with the District for twenty years, most recently as an English Language Arts Teacher at North High School.

Kari M. Campshure has been with the District for twenty-five years, most recently as a Grade 2 Teacher at Classical School.

David W. Cash has been with the District for five years, most recently as a Technology Education Teacher at East, North and West High Schools.

Lori A. Cash has been with the District for twenty-eight years, most recently as a Science/STEM Teacher at Magellan Magnet School.

Cheryl A. Daley has been with the District for twenty-three years, most recently as a Program Support Teacher with Appleton Community 4K.

Chris J. Ebben has been with the District for twenty years, most recently as a Grade 6 Teacher at Huntley Elementary School.

Bernard P. Edmonds has been with the District for thirty and one-half years, most recently as a English Language Arts Teacher at North High School.

Laurie J. Figmiller has been with the District for twenty-three years, most recently as a Literacy Interventionist at Dunlap Elementary School.

Scott A. Fish has been with the District for twenty-three years, most recently as a Math Teacher at North High School.

Ann C. Francis has been with the District for twenty-six years, most recently as an English Language Arts Teacher at Wilson Middle School.

Angela A. Gambaro has been with the District for twenty-nine years, most recently as a Grade 3 Teacher at Jefferson Elementary School.

Michael J. Gilbert has been with the District for thirty-three years, most recently as a Physical Education Teacher at Classical School and Einstein Middle School.

Lisa J. Gill has been with the District for thirty-three years, most recently as a Social Studies Teacher at North High School.

Lisa M. Graf Miller has been with the District for twenty-two years, most recently as a 4K/5K Teacher at Wisconsin Connections Academy.

Elizabeth K. Grimmer has been with the District for thirty-four and one-half years, most recently as a Grade 3 Teacher at Badger Elementary School.

Tracy J. Groth has been with the District for thirty-two and one-half years, most recently as a Grade 3 Teacher at Foster Elementary Charter School.

Lynn M. Hoffman has been with the District for thirty-two years, most recently as a Math Interventionist at Einstein and Madison Middle Schools.

Mary A. Huebner has been with the District for thirty-four years, most recently as a Grade 1 Teacher at Horizons Elementary School.

Sue A. Jensen has been with the District for thirty-two years, most recently as a Grade 2 Teacher at Foster Elementary Charter School.

Lori A. Kruepke has been with the District for thirty-four years, most recently as a Grade 3 Teacher at Huntley Elementary School.

Karla S. Lauden has been with the District for twenty-six years, most recently as an Art Teacher at West High School.

Renee M. Luniak has been with the District for twenty-eight years, most recently as a School Counselor at Badger Elementary School.

Julie A. Niquette has been with the District for thirty-two years, most recently as a Grade 2 Teacher at Jefferson Elementary School.

Scott D. Niquette has been with the District for thirty-four years, most recently as a Grade 4 Teacher at Horizons Elementary School.

Kristen S. Picken has been with the District for eleven years, most recently as a Grade 6 Teacher at Highlands Elementary School.

Melissa J. Plantiko has been with the District for twenty-one years, most recently as a World Language-Spanish Teacher at Wisconsin Connections Academy.

Julie A. Prudom has been with the District for thirty-two years, most recently as a School Counselor at North High School.

Jane E. Rufe has been with the District for twenty-nine years, most recently as a School Counselor at East High School.

Jane A. Savatski has been with the District for thirty-four years, most recently as a Grade 3 Teacher at Berry Elementary School.

Michelle L. Tesch has been with the District for twenty-two years, most recently as a World Language-Spanish Teacher at North High School.

Peter J. Traas has been with the District for eighteen years, most recently as a Social Studies Teacher at Madison Middle School.

Amy L. Wara has been with the District for twenty-four years, most recently as a Grade 1 Teacher at Badger Elementary School.

Brenda L. Weitermann has been with the District for twenty-five years, most recently as a School Counselor at Huntley Elementary School.

Sara T. Wilda has been with the District for thirty-four years, most recently as an Art Teacher at Foster Elementary Charter School and Franklin Elementary School.

Fiscal Note: Dependent upon replacements.

Administrative Recommendation: Approval

Instructional Impact: Qualified replacements will be procured.

Contact Person: Julie King, (920) 852-5302

ITEM FOR CONSIDERATION

Topic: Administrative Transfer(s)

Background

Information: The following administrators have been recommended for transfer to new positions for the 2024-2025 school year under a 260- day contract effective July 1, 2024

Joseph T. Bernhardt is recommended for the Principal position at Sandy Slope Elementary School. Mr. Bernhardt has been with the District for eleven years, most recently as the Associate Principal at Einstein Middle School.

Kelsi A. Van Fossen is recommended for the Principal position at Stephen Foster Elementary Charter School. Mrs. Van Fossen has been with the District for nine years, most recently as the Associate Principal at East High School.

Shawna J. Waters is recommended for the Associate Principal position (Student Services) at East High School. Mrs. Waters has been with the District for seventeen years, most recently as the Associate Principal (Curriculum & Instruction) at East High School.

Instructional

Impact: Qualified replacements will be procured.

Fiscal Impact: Dependent upon replacements.

Administrative

Recommendation: Approval

Contact

Person(s): Julie King (920) 852-5302

BOE: 2/26/24

ITEM FOR CONSIDERATION

Topic: Administrative Retirement

Background

Information: The following administrator has submitted a letter of retirement effective June 28, 2024:

David A. Pynenberg has been with the District for twenty-five years, most recently as the Director of Human Resources.

Fiscal Impact: None

Administrative

Recommendation: Approval

Contact

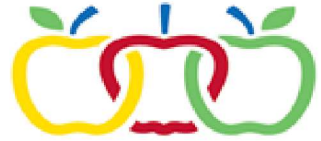
Person(s): Julie King (920) 852-5302

BOE: 2/26/24

6th & 7th-Grade Curriculum: ELA/Social Studies/Science/PE



February 26, 2024 Board Meeting



6th Grade ELA to Middle School

Grade 6 ELA in Elementary School

- 130-140 minutes daily
 - 30 minutes of uninterrupted reading time
 - 30 minutes of writing time
 - Both with teacher support

Grade 6 ELA in Middle School

- 50-60 minutes daily
 - Stand alone course
 - Alignment to 6th grade Wisconsin State Standards
 - [Course Overview](#)
 - Informational/ Narrative/ Argumentative
 - Potential for change with ELA 5K-8 Comprehensive Resource Adoption



QUESTIONS





6th grade Social Studies

Grade 6 Social Studies in Elementary School

- 40-45 minutes daily, alternating between social studies and science
 - Inquiry, Behavior Sciences, Economics, Geography, History, Political Science

Grade 6 Social Studies in Middle School

- 50-60 minutes daily
 - Stand alone course
 - Alignment to 6th grade Wisconsin State Standards
 - [Course Overview](#)
 - 7th grade will adjust only unit 1 (Foundations of Geography to Australia)



QUESTIONS





Science 6

Science 6 in Elementary

- Part of 30 min Inquiry

Science 6 in Middle School

- Stand-alone course every day for a year
- Vertical alignment to 7th and 8th grade standards
- Opportunity for students to learn science

[AASD Science 6 \(4640\) Course Overview](#)



Physical Education

Grade 6 PE in Elementary

- 60 min/week, 2 times a week at 30 min. For 1 year

Grade 6 PE in Middle School

- 2-3 times a week for a year
- Aligns with 7th and 8th grade curriculum.
- Units were adjusted to reflect MS opportunities

[AASD PE 6 \(0065\) Course Overview](#)



QUESTIONS





Future Board Actions

Approve New **6th-Grade & 7th-Grade ELA/Social Studies/Science/PE** Courses/Curriculum - March 4, 2024 BOE Item for Consideration

Middle Level Core			
Content	6th Grade	7th Grade	8th Grade
ELA	ELA 6	ELA 7	ELA 8
Math	Math 6	Math 7	Math 8
Science	Science 6	Science 7	Science 8
Social Studies	<u>Social Studies 6</u> <ul style="list-style-type: none"> • Foundations of Geography • Western Hemisphere • Native American (Act 31) 	<u>Geography</u> Eastern Hemisphere	US History



ITEM OF INFORMATION

Topic: Appleton eSchool Charter Contract Five Year Renewal

**Background
Information:**

Appleton eSchool opened in the fall of 2002. The learning landscape for higher education and the workforce continues to evolve and as a result, online and digital learning has become significantly more mainstream than it was in 2002 when Appleton eSchool began.

Appleton eSchool continues to grow and change to meet the diverse needs of students both in and out of the Appleton Area School District. Appleton eSchool's mission is to utilize new and emerging technologies to provide students a pathway to achieve success within a 21st century learning environment. Students who enroll in eSchool will participate in educational coursework that is flexible, digitally infused and integrates lifelong learning experiences to seamlessly prepare students as productive members of our local and global community. Multiple approaches are used to teach knowledge and skills that personalize the academic experience for each student by leveraging digital technologies and content.

Blended learning strategies have emerged in the AASD over the past decade. Post high school readiness, improving access to online courses for all students, scaling up blended learning modalities and leveraging the technology rich learning environments for students and staff in the AASD are all shared aspirations of the eSchool governing board and AASD.

**Fiscal
Note:**

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

**Instructional
Impact:**

Appleton eSchool provides high-quality, flexible online learning opportunities to part-time and full-time students. Students are served through the AASD, part-time and full-time open enrollment, 66.0301 contracts and the Wisconsin eSchool Network.

**Contact
Persons:**

Erik Hanson, 920-852-5608, hansonerik@asd.k12.wi.us
Shawna Waters, 920-852-5400, watersshawna@asd.k12.wi.us
Ebony Grice, 920-852-6330, griceebony@asd.k12.wi.us

CHARTER SCHOOL CONTRACT BETWEEN
THE APPLETON AREA SCHOOL DISTRICT AND APPLETON eSCHOOL

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 Appleton eSchool Governance Board (“Appleton eSchool”), Appleton eSchool, 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 Appleton eSchool 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:

“Host School”: means a public school in the AASD that allows Appleton eSchool Charter School to use its classrooms and other educational facilities for the purposes of educating eSchool’s student.

“Resident Campus School”: means the school in which the student would enroll if attending a traditional school option in AASD.

“Partner School”: means a public or private school with which eSchool students participate in co-curricular activities and student events.

“eSchool”: means eSchool Charter School.

“eSchool Governance Board”: means the governing body of Appleton eSchool Charter School

“WEN”: means Wisconsin eSchool Network, Inc.

“Interim Session”: means a separate term based on state of Wisconsin statute (Chapter PI 17) that falls outside of the fall and spring terms.

2. **Establishment.** The entity seeking to establish the Charter School is Appleton eSchool 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 eSchool 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 eSchool 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 eSchool with a list of all information required and eSchool 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. Appleton eSchool will be an instrumentality of the AASD.

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

Appleton eSchool, as a virtual charter school, may enroll students in grades 9-12 for full time online. eSchool may enroll part-time students (Ongoing online and/or blended learning enrollments) in grades 7-12.

eSchool is recognized and serves as the ongoing online learning hub for AASD.

Appleton eSchool enrollments are considered ongoing and are not required to be tied to the traditional term start dates.

eSchool offers an interim session(s) outside of the defined school year.

eSchool Overview:

Historical Founding Mission (since 2002):

Our mission is to utilize new and emerging technologies to provide students a pathway to achieve success within a 21st century learning environment. We will provide high-quality standards-driven curriculum that is able to accommodate students' varying physical locations while providing flexible time frames and course pacing.

Historical Founding Core Beliefs (since 2002):

1. Appleton eSchool should offer a wide variety of course options for high school credit as generated by students' needs and interests.
2. Appleton Area School District students should be encouraged to complete at least one online course as preparation for an increasingly technological world.
3. In general, it is not recommended that students take all of their high school courses through online learning.

4. The future success of Appleton eSchool is contingent upon exploring and engaging in partnerships that maximize resources to benefit students.

Vision and Core Beliefs (updated 2018):

Vision: - Your Digital Learning Hub

The Appleton eSchool vision is to continue to be the premier online and blended learning school to support the various demands and needs of Appleton and the Fox Cities community.

Core Beliefs:

1. **Student Agency** – Empowered students activate their learning.
 - a. Enable an element of control for students over their learning.
 - b. Connect with and utilize coaches and mentors.
 - c. Choose from an expansive catalog of standards aligned courses.
2. **Flexibility** – Student learning and individual responsibility working together.
 - a. Embraces anytime and anywhere ongoing courses.
 - b. Provides access to dynamic high-quality standards aligned content.
 - c. Allows for content and systems to update continuously to stay on innovative edge.
 - d. Supports today's need of both in person and online learning.
3. **Skills & Experiences** – Success today generates post high school readiness tomorrow.
 - a. Experience at least one online course in high school and earn an online course ready badge.
 - b. Advocate by asking questions.
 - c. Communicate effectively with email, messaging and video.
 - d. Understand and utilize resources to learn.
 - e. Collaborate with students across Wisconsin.

The education program will consist of these main features:

- a) **eSchool students' needs will be met through online and blended learning.**
 - a. **Online learning** is defined as courses that are delivered almost exclusively online.
 - b. **Blended learning**, according to the Clayton Christensen Institute, is defined as a formal education program in which a student learns:
 - i. Part Online

1. In part online, with some elemental control over the time, place, path or pace of their learning.
- ii. Part Away From Home:
 1. In part in a brick-and-mortar location away from home.
- iii. Along a learning path:
 1. The modalities along a student’s learning path are connected to provide an integrated learning experience.
- b) eSchool will offer a collection of learning experiences that may be delivered online as well as in a combination of both online and face-to-face environments. These learning experiences may be delivered on-going or in cohort communities of learning.
- c) eSchool’s partnership as an invested member of the Wisconsin eSchool Network, Inc. (WEN) provides a voting seat on the WEN board of directors for eSchool. WEN will provide a platform solution which includes: curriculum, learning management system, virtual student information system (enrollment platform), second level of technical support, and a direct link partnership to the Wisconsin Department of Public Instruction’s (DPI) Digital Learning Collaborative. eSchool will continue to leverage and grow within this strategic relationship as an invested member with the WEN.
- d) eSchool will continue to offer professional development opportunities for current staff to continue their learning, especially in the domains of the continuum of online and blended learning.
- e) eSchool will continue to develop and refine courses locally, as determined by the governance board.
- f) eSchool may provide the opportunity to earn dual-credit for a select number of courses with eSchool governance board approved partners.
- g) As an instrumentality of AASD, students have the ability to acquire a laptop device (currently a chromebook as of 2019).
- h) eSchool will provide an integrated and paperless course registration system.
- i) eSchool will provide a coach presence at each AASD comprehensive high school. Middle schools are responsible for identifying a main contact and physical presence.
- j) As required by state statute, eSchool provides educational services to its pupils for at least 150 school days each year. eSchool teachers will be available during regular school days as established by AASD to respond to requests as well as to consult about student progress and suggest personalized learning activities. No more than 10 hours in any 24-hour period may count toward these requirements. [Wis.Stats 118.40(8)(d)]. eSchool ensures that its teachers respond to inquiries from pupils and from parents or guardians of pupils by the end of the first school day following the day on which the inquiry is received. [Wis. Stats 118.40 (8)(d)].

6.——Methods of Measuring Student Progress. Appleton eSchool shall use the following local measures, assessments and standardized tests to measure pupil progress. The Appleton eSchool Governing Board will assist in setting annual strategic goals to drive measurements to improve student access, course completion and achievement within eSchool courses. In addition, eSchool will participate and play an active role in the WEN strategic planning process to assist in key planning areas in the eSchool governing board.

a. Student Goal 1 – Student Participation: 30-40%

- i. Appleton eSchool will work to maintain 30%-40% AASD high school students who have completed at least 1 online course with Appleton eSchool before graduating high school.

Measures: This goal will be measured by comparing the total number of high school students who took an online course with eSchool to the total number of high school students attending the comprehensive AASD high schools.

b. Student Goal 2– Course Completion

- i. Student completion rates within eSchool course enrollments will be at least 85% of all eSchool course enrollments completing their course(s) for credit towards graduation.

Measures: eSchool will monitor course completion rates to past Appleton eSchool completion rates.

c. Student Goal 3 – Post High School Readiness

- i. At least 85% of eSchool students who participate in an online course with eSchool will earn the online course ready for post high school badge.

Measures: eSchool will monitor the number of eSchool course completions to the number of students who earned the online course ready badge.

- d. Appleton eSchool shall report progress on IEPs in accordance with the IDEA and AASD administrative practices.
- e. Appleton eSchool shall administer other assessments as required under state and federal law, and as directed by AASD.
- f. Appleton eSchool 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 “Appleton eSchool Governance Board”). The Appleton eSchool 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 Appleton eSchool;
- 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 Appleton eSchool Governance Board members to its committees, in accordance with Appleton eSchool 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 Appleton eSchool may deem necessary or appropriate with regard to the operations or affairs of Appleton eSchool, but not to exceed the authority granted by the AASD under the terms of this Agreement and state and federal law.

b) **Lead Teacher.** Appleton eSchool will be a teacher led school. The lead teacher, who also has the title of Director of eSchool, coordinates and oversees the daily operation of the school and will work closely with the Appleton eSchool Governance Board to ensure that

the educational goals of the school are met. The Appleton eSchool lead teacher and Appleton eSchool Principal will collaborate on procedures. The eSchool 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 Appleton eSchool by AASD. AASD will appoint the principal in collaboration with the Appleton eSchool Governance Board. The Appleton eSchool principal will not only demonstrate an interest and a commitment to the students, but a passion for the mission, vision and core beliefs of the school. The eSchool principal will be appropriately licensed, pursuant to state law.
- d) Governance Board Constitution. Other than issues specifically addressed in this Agreement regarding the Appleton eSchool Governance Board, the size, method of appointment and constitution of the Appleton eSchool Governance Board will be as stipulated in the Appleton eSchool Governance Board's by-laws. Total membership of the Appleton eSchool Governance Board shall be comprised of fewer than 50% AASD employees. AASD administrators and AASD Board of Education members will not serve on the Appleton eSchool Governance Board.
- e) Officers. Election of officers is detailed in the by-laws of the Appleton eSchool Governance Board.
- f) Meetings. Meetings will be held at least 4 times per year (as outlined in the bylaws). A quorum, consisting of a majority of the Voting Members of the Appleton eSchool 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 such as waitlists and course requests
 - 3. attendance data
 - 4. student and parent satisfaction survey results
 - 5. financial report
 - 6. student academic progress such as course completion and online course readiness badges earned
 - 7. 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 Appleton eSchool 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:

a. Participation

eSchool parents/guardians will be involved with the eSchool by having representation on the eSchool governing board. Parents/guardians will also serve on eSchool parent advisory council. Parents (and students) may be an integral part of representing eSchool at the AASD annual charter fair for the community.

b. Parent Involvement and Relationship.

Parents, through their guardian accounts in eSchool, will receive a minimum of monthly progress reports as well as direct, real-time access to their student's academic progress in eSchool courses. Parent support training events will be held in conjunction with the district calendar conferences schedule. 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.

c. Parental issues, concerns, questions, and complaints will be handled following these steps:

(1) Contact the teacher.

(2) If resolution has not been reached, or if the concern is school wide, the Appleton eSchool lead teacher/director 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 Appleton eSchool 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) Described qualifications

Individuals who have a desire to teach in eSchool will be appropriately licensed teachers and have a sincere interest in the mission and vision of the school. They will have knowledge of or a desire to acquire knowledge regarding how their specific discipline fits into online and blended learning. They are willing to go above and beyond to help our students succeed. All teachers in eSchool are certified according to state licensing requirements. Position descriptions for all teaching and administrative positions within eSchool are developed and approved in cooperation with the eSchool Governance Board or designee and AASD administration.

eSchool will have a core staffing group. Teachers who work at eSchool will be assigned teaching assignments based on license areas, with the exception of teachers in the role of “eSchool Coach,” in which specific subject license areas may not be a requirement.

eSchool Coach Roles:

- eSchool coaches and support teachers will act as a mentor, main point of contact and “go to person” for students attending eSchool.
- eSchool coaches will act as a mentor and trainer for eSchool staff in which the eSchool coach will facilitate ongoing staff training (in Professional Learning Communities) as eSchool evolves with software, hardware, and user interfaces in cooperation with the eSchool principal.
- eSchool Teachers may be assigned as mentors to eSchool teachers as determined by the Principal.

b. Teachers who work at Appleton eSchool during the school year and interim session(s) will be staffed at a range of 30-35 student enrollments per 0.1 FTE.

c. Teachers who work at Appleton eSchool will be employees of the AASD and will be entitled to all rights and privileges afforded other teachers in the District.

d. Salary and benefits will be structured according to the Pay and Benefits Plan for Professional Employees as established by the AASD Board of Education.

e. Open positions for Appleton eSchool will be posted and filled through the staffing process as outlined in the AASD Employee Handbook.

f. Lead Teacher 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 Appleton eSchool may be located. In addition, the health and safety policies applicable to all other non-charter schools in the AASD shall apply equally to Appleton eSchool.

11. Recruitment and Means of Achieving Racial/Ethnic Balance

a. Appleton eSchool 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. Appleton eSchool official non-discrimination policy will be applied in all operations. Access to Appleton eSchool 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. Appleton eSchool 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. Appleton eSchool 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 Appleton eSchool is voluntary and no tuition is charged. Students who do not wish to attend or are not admitted to Appleton eSchool may attend their neighborhood schools or seek enrollment in another AASD school per AASD Board policy.
- b. Parents will apply and enroll their children by registering via the eSchool application process. Full time students will enroll directly with AASD via the online registration process via AASD Student Information System. A parent/guardian is required to create the initial application in AASD Student Information System. before eSchool can create the student profile in the eSchool system. Before beginning an entirely online education experience with eSchool, it is recommended that the interested student along with a parent/guardian meet or speak with appropriate eSchool staff.
- 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. Appleton eSchool will give enrollment preference to current students at Appleton eSchool. This group will be exempt from the lottery. Siblings of current students will be given preference in the lottery.
- e. Children of Appleton eSchool full-time staff and governing board members may be given a preference for enrollment but must be limited to no more than 10% of Appleton eSchool's total enrollment.
- f. Students may enroll and attend Appleton eSchool at any point during the school year as space permits in accordance with Appleton eSchool 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:** Appleton eSchool understands that AASD support will not be greater or less than the same support given to other AASD schools. However, it is understood that eSchool's enrollment is fluid with ongoing enrollments. Therefore, eSchool and AASD will look at enrollment numbers quarterly and may adjust FTE allotment as needed. eSchool's Interim Session will also be part of FTE adjustments and positions. As an instrumentality, the AASD will be responsible for salaries and benefits of staff, as well as the lease and associated expenses of eSchool space. In addition, eSchool receives funding based on the per-pupil formula applied to all schools in the AASD. The Appleton eSchool 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 eSchool with Federal or State grant dollars will remain the sole property of the school and/or its Governance Board. Tangible materials/equipment purchased by eSchool with non-federal or state 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 except for any property purchased with Federal or State grant dollars. Appleton eSchool Governance Board shall return any unspent federal or state grant funds to the Department. Appleton eSchool Governance Board shall dispose of all property purchased with federal or state grant funds as required by state and federal law.

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 eSchool in the same manner as it does for all AASD schools. As the school's ongoing 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. Due to the nature of eSchool students having a combination of online and/or blended courses, the cross enrollments with other AASD schools will be factored into the staff planning to appropriately meet the teaching and learning needs. Interim session personnel (teaching, coaching and administrative) will be included as part of AASD eSchool staffing as a whole.
- 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:** eSchool curriculum costs are factored into per enrollment costs with WEN as well as eSchool purchasing curriculum independently of WEN. A quality curriculum

at Appleton eSchool 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 Appleton eSchool will fall under the umbrella of the AASD's liability insurance.
- g. Co-curricular Activities: All eSchool students may choose to participate in co-curricular activities at their home school per WIAA rules, as appropriate to their grade levels. The activities will be offset by current district allocations and other funding sources. eSchool students may only participate in these activities at a single school in any given academic year.
- 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 Appleton eSchool 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 eSchool to attend online and blended learning workshops and other professional development conferences that are aligned to the mission and goals of eSchool
- m. Health and Safety: Appleton eSchool will rely upon AASD nursing staff and trained staff to provide the necessary resources. Appleton eSchool 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 eSchool will consist of the following steps:
 - 1) Online classroom teacher will contact the student and will immediately address the inappropriate behavior.
 - 2) Student meeting with the online/classroom teacher to address the behavior and discuss appropriate alternative behaviors.
 - 3) Teacher meet with student and parents to discuss continuing behavioral problems and potential solutions.
- b. The eSchool Governance Board reserves the right to create and/or approve an eSchool 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 eSchool 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 Appleton eSchool. Students, who do not elect to attend Appleton eSchool, may attend a school within the AASD in conformance with the enrollment policy of the AASD Board of Education.

16. Tuition. Appleton eSchool shall not charge any tuition. Appleton eSchool 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 Appleton eSchool. The scope of the annual audit will be determined by the AASD and conducted at the expense of the AASD. Appleton eSchool 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 Appleton eSchool 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.** Appleton eSchool is currently located at Appleton eSchool, Appleton, Wisconsin. 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 Appleton eSchool 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, Appleton eSchool 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 Appleton eSchool of any provision of this Agreement;
- b) Failure by Appleton eSchool Governance Board to comply with all applicable law, relating to this Agreement or operation of Appleton eSchool, 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 Appleton eSchool Governance Board, or its employees or agents in connection with the performance of the obligations of Appleton eSchool Governance Board under this Agreement. The obligation of Appleton eSchool 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 Appleton eSchool 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 Appleton eSchool 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 Appleton eSchool 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 Appleton eSchool 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. Appleton eSchool 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 Appleton eSchool 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.

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

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

- a. AASD will provide employees to provide required IEP services to Appleton eSchool.
- b. Appleton eSchool 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. Appleton eSchool shall document the interventions as required through the Response to Intervention Process for use and consideration in all referrals under the IDEA.
- d. Appleton eSchool will cooperate with the LEA in all initial evaluation and re-evaluation processes.
- e. Appleton eSchool 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. Appleton eSchool will provide the LEA with any required data for IDEA self-assessment process in a timely fashion.
- g. Appleton eSchool shall provide appropriate notification to parents of all the LEA notices and procedural safeguards.
- h. Appleton eSchool's implementation of the student IEPs shall follow the LEA AASD calendar, which will be provided to the Appleton eSchool annually. If the Appleton eSchool school calendar does not follow the LEA AASD calendar, IEP implementation shall follow the Appleton eSchool calendar.
- i. The parties shall engage in regular participation in annual and periodic IEP meetings for the implementation of IEPs and IDEA processes. The parties agree to meet periodically to address IDEA implementation.
- j. Daily attendance records shall be maintained by the Appleton eSchool in accordance with state requirements and sent upon request.

- k. The Appleton eSchool 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. Appleton eSchool will ensure that all employees have completed the DPI training related to mandatory reporting of abuse or neglect and the use of seclusion and restraint pursuant to state law.
- n. CPR and First Aid trained staff shall be available during Program hours.
- o. The District will keep the Appleton eSchool in CPI: Nonviolent Crisis Intervention Training rotation schedule.
- p. The District will invite the Appleton eSchool 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 June 1, 2024, and shall expire at midnight, on May 31, 2029, 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 Appleton eSchool 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 Appleton eSchool deem appropriate.
- c. Termination by Board of Education. This Contract may be terminated by the AASD Board of Education if it finds that:
 - (1) Appleton eSchool has insufficient enrollment to successfully operate a charter school,
 - (2) If Appleton eSchool fails to comply with generally accepted accounting principles and standards of fiscal management,
 - (3) If the students of Appleton eSchool have not shown sufficient academic progress using multiple measures.
 - (4) If students enrolled in Appleton eSchool 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 Appleton eSchool 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 Appleton eSchool will take to attain such educational goals within a reasonable timeframe. If the AASD Board accepts the written plan, or a modified plan, Appleton eSchool shall be allowed a reasonable time in which to correct the progress deficiencies.

- (5) The Appleton eSchool 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) Appleton eSchool has failed materially to comply with Applicable Law,
- (7) Any director, members, employee, or agent of Appleton eSchool has knowingly violated any statute, ordinance or Board policy with respect to the operation of the Charter School,
- (8) Appleton eSchool knowingly violates Section 118.40 of the Wisconsin Statutes governing charter schools,
- (9) Appleton eSchool 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 Appleton eSchool, the AASD will provide written notice of the specific material default asserted and afford Appleton eSchool 60 calendar days in which to cure the asserted material default. This does not apply as to student progress or compliance with the IDEA, Sec. 504 or law directing educational services.

d. Notice. Written notice of such termination shall be provided to the Appleton eSchool 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 Appleton eSchool undertake corrective and remedial actions identified by the AASD. Termination of this Contract may be suspended by AASD upon compliance by Appleton eSchool 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 Appleton eSchool is put at actual risk thereby, the AASD Board of Education shall provide Appleton eSchool 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 Appleton eSchool pending further action.

f. Termination by Appleton eSchool Governance Board. This Contract may be terminated by Appleton eSchool Governance Board if Appleton eSchool finds that any of the following have occurred:

- (1) Appleton eSchool 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 Appleton eSchool 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.

Appleton eSchool shall provide notice of termination effective June 30 of any year upon written notice to the Board of Education prior to January 31. When Appleton eSchool asserts a material default on the part of the AASD, Appleton eSchool 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, Appleton eSchool shall assist the AASD Board of Education in conducting a final accounting of Appleton eSchool by making available to the AASD Board of Education all books and records that have been reviewed in preparing Appleton eSchool annual audits and statements under Section 17 of this Contract.

h. Equipment Disposition. Appleton eSchool 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 Appleton eSchool, Appleton eSchool School, or school organizations, shall be considered gifts to Appleton eSchool School. All gifts and bequests become property of Appleton eSchool and Appleton eSchool School, but may be used to offset any debt owed to AASD upon the final accounting.

23. Autonomy.

- a. Appleton eSchool 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) and Wisconsin State Virtual Law (Wisconsin ACT 222).
- b. Particularly, Appleton eSchool and the Appleton eSchool 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 (including Interim Session(s)) - The charter school must submit to the District a copy of its upcoming school year calendar no later than April 30 annually. Should AASD need to amend its calendar or make significant changes to the approved District calendar, charter schools will be granted an opportunity to adjust their calendar as well, provided they meet all start requirements.
- 6) Longitudinal Assessment
- 7) Other District Wide Assessments
- 8) Course Offerings
- 9) Appleton eSchool Grade Promotion—Governance Board to establish criteria
- 10) Appleton eSchool Graduation Requirements—Appleton eSchool 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 Appleton eSchool: Board President
 Appleton eSchool Charter School
 2121 Emmers Dr.

Appleton, WI 54915

With a copy to:

Principal
Appleton eSchool Charter School
2121 Emmers Dr.
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 **Appleton eSchool** 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 **Appleton eSchool** shall have no effect on the liability of **Appleton eSchool** other than those obligations specifically undertaken by **Appleton eSchool** 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.** In eSchool's core beliefs, eSchool believes that all students should experience online learning during their years with the AASD. eSchool full-time equivalent pupil enrollment will include students attending eSchool up to 100% of their full-time equivalent. With the nature of online and blended learning, nimbleness and scalability are critical to meet student demands. Total full-time equivalent pupil enrollment at eSchool shall not be increased by a net change of more than fifty (50) per academic year based on the prior academic year's highest total without eSchool Governance Board and Principal consent. As a baseline, 100 FTE enrollments is roughly equivalent to 1200 semester enrollments.
- 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:

 Kay S. Eggert
 President, Board of Education

Date: _____

ATTEST:

 James Bacon
 Board of Education Clerk

Date: _____

Appleton eSchool:

 Monica Stage
 Governance Board President

Date: _____

ATTEST:

Paul Painting
Board Member

Date: _____

**Summary of Proposed Changes for
Appleton eSchool**

Directions: For each proposed revision, complete each column of the table below. More rows may be added if needed. Underline proposed language you are adding, strike through language you are proposing be removed. Be clear with the section and pages of the contract.

2 *Charter schools renewing their five-year charter contract must also include a summary of the progress made on the charter school goals included in their last charter school contract. The summary of charter school goals should be attached to this **Summary of Proposed Changes**.*

Item #	Section and Page(s) of contract	Proposed Contract Revisions	Rationale <i>(Be specific, you must identify the Law, Policy, Bargaining agreement, or current practice the justifies the need for the revision)</i>	Lead Person Requesting Change	Notes
Sample	p.16 #13. f	Eliminate language regarding food service	Virtual school does not need a lunch program	Charter Board President	
1	P. 4 & 5 #6	The Appleton eSchool Governing Board will assist in setting annual strategic goals to drive measurements to improve student access, course completion and achievement within eSchool courses. In addition, eSchool will participate and play an active role in the WEN strategic planning process to assist in key planning areas in the eschool governing board.	Setting strategic goals and collaboration with Wisconsin eSchool Network. This is carried over from previous contract, but not in current AASD template.	Gov Board	
2	Pg. 6 & 7 7b	<u>Lead Teacher.</u> Appleton eSchool will be a teacher led school. The lead teacher, who also has the title of Director of eSchool, coordinates and oversees the daily operation of the school and	Combined lead teacher and director of eSchool language.	Gov Board	

		will work closely with the Appleton eSchool Governance Board to ensure that the educational goals of the school are met. The Appleton eSchool lead teacher and Appleton eSchool Principal will collaborate on procedures. The eSchool Lead Teacher will meet regularly (minimum once per month) with the assigned principal to provide consistent and collaborative communication.			
3	Pg. 7 7c	<u>Principal</u> . A principal will be assigned to Appleton eSchool by AASD. AASD will appoint the principal in collaboration with the Appleton eSchool Governance Board. The Appleton eSchool principal will not only demonstrate an interest and a commitment to the students, but a passion for the mission, vision and core beliefs of the school. The eSchool principal will be appropriately licensed, pursuant to state law.	Added additional requirements for assigning the principal. Carryover from previous contracts.	Gov Board	
4	Pg. 78 7g	Removed longitudinal assessment results (i.e., MAP, iReady, etc.) 9was #2 in the template) 2. enrollment data such as waitlists and course requests	Removed MAPs testing Added annual report data specific to eSchool	Gov Board	

		<p>4. student and parent satisfaction survey results</p> <p>6. student academic progress such as course completion and online course readiness badges earned</p>	Carryover from previous contracts		
5	Pg 8 & 9 8c	<p>(1) Contact the teacher.</p> <p>(2) If resolution has not been reached, or if the concern is school wide, the Appleton eSchool lead teacher/director will be contacted.</p> <p>(4) Appleton eSchool Governing Board</p>	<p>Added the words online, Director and Appleton eSchool Governing Board.</p> <p>Carryover from previous contract.</p>	Gov Board	
6	Pg 9 9b	<p>a. Teachers who work at Appleton eSchool during the school year and interim session(s) will be staffed at a range of 30-35 student enrollments per 0.1 FTE.</p>	<p>Added staffing ranges for school year and interim.</p> <p>This staffing range is a carryover from the previous contract.</p>	Gov Board	
7	Pg 11 13a	<p>Equal Funding: Appleton eSchool understands that AASD support will not be greater or less than the same support given to other AASD schools. However, it is understood that eSchool's enrollment is fluid with ongoing enrollments. Therefore, eSchool and AASD will look at enrollment numbers quarterly and</p>	<p>Added language to address unique nature of eSchool enrollments. Because school year enrollments are ongoing, adjustments may be needed. (this is carryover language from previous contract)</p>		

		<p>may adjust FTE allotment as needed. eSchool's Interim Session will also be part of FTE adjustments and positions.</p> <p>The Appleton eSchool 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.</p>	<p>Added language to address interim. Interim is unique and will likely require adjustments more than on a yearly basis because of historical demand.</p> <p>All is carryover from previous contract.</p>		
8	Pgs. 11 13b	Use of federal and state grant dollars and disposing of assets purchased with grant dollars	Aligning language for DPI and Federal regulations	AASD	
9	Pgs. 12 13c	<p>Due to the nature of eSchool students having a combination of online and/or blended courses, the cross enrollments with other AASD schools will be factored into the staff planning to appropriately meet the teaching and learning needs. based on what are current AASD class ratios. Interim session personnel (teaching, coaching and administrative) will be included as part of AASD eSchool staffing as a whole. As the school's ongoing enrollment grows...</p>	<p>Updated language regarding staff ratios as eSchool staff ratios are set higher than current AASD staffing ratios. (carryover from previous contract)</p> <p>Added interim language</p> <p>Added language to address unique ongoing enrollment periods to appropriately meet teaching and learning needs</p> <p>Carryover from previous contract.</p>	Gov Board	

10	Pg 17 22a	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 June 1, 2024 the first day of the Appleton eSchool school year, and shall expire at midnight, on May 31, 2029 unless terminated or extended pursuant to the terms hereof.	Updated contract terms to account for eSchool Summer Interim timeline and matching current contract expiration. Current contract Expires May 31, 2024.	Gov Board	
11	Pg 18 22c (3)	If the students of Appleton eSchool have not shown sufficient academic progress using multiple measures. Students enrolled at Appleton eSchool 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 Appleton eSchool Governance Board and AASD.	Removed language referencing WSAS testing This is also a carryover from previous contract.	Gov Board	
12	Pg 19/20 23a	eSchool 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) and Wisconsin State Virtual Law (Wisconsin ACT 222).	Added act 222 Carryover from previous contract.	Gov Board	

13	Pg 20 23. b. (5)	School Calendar (including interim session(s))	Added interim language	Gov Board	
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Success for
Every Student,
Every Day



**Appleton Area School District
Operational Expectations Monitoring Report
OE-10 Learning Environment/Student Behavior**

SUPERINTENDENT CERTIFICATION:

With respect to Operational Expectations Policy 10, Learning Environment/Student Behavior, Superintendent certifies that the following information is accurate and complete, and the Organization is:

- Compliant**
- Compliant with the exceptions noted:**
- Non-Compliant**

Compliant Indicators	Noncompliant Indicators
Total Indicators:	

Executive Summary/Analysis:

Notes or exceptions, if any:

Signed: _____ Date: _____
Superintendent

BOARD ACTION:

With respect to Operational Expectations Policy OE-10, Learning Environment/Student Behavior, the Board finds that the organization is:

_____ **Compliant**

_____ **Compliant with the exceptions noted:**

_____ **Non-Compliant**

Summary Statements of the Board, if any:

Signed: _____ Date: _____
Board President

Document submitted: _____ Re-submitted: _____

OE - 10: Learning Environment/Student Behavior

The Superintendent shall establish and maintain a learning environment that is safe, respectful and conducive to effective learning and high student achievement.

SUPERINTENDENT Interpretation:

The Board of Education values students having a learning environment that includes support for both the academic and social-emotional needs of all learners.

- **Learning environment** 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.
- **Safe** shall mean to be physically, emotionally, socially and academically secure.
- **Respectful and conducive** shall mean to demonstrate regard and value for all students, staff and visitors.
- **Effective learning** shall mean students acquiring skills to their maximum potential in a nurturing and engaging environment that promotes student development.
- **High student achievement** 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).

OE – 10.1 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.

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	In Compliance	Not in Compliance
<p>We will know we are compliant when:</p> <p>10.1.1- 100% of AASD schools (non-charter) will implement Positive Behavioral Interventions and Supports (PBIS) at the Universal and Tier 2 Level with fidelity</p> <p>10.1.2- 100% of (non-charter) K-8 classrooms will be implementing universal social emotional learning (SEL) throughout the school year as evidenced by: implementation review and increasing percentage of students who score favorably in the Sense of Belonging within the Student Survey and a reduction in office discipline referrals by grade level cohort of students.</p> <p>10.1.3- 100% of schools (non-charter) have clear behavioral expectations posted for all environments, teach the expectations to students, and communicate these out annually to students and families as evidenced through the environmental audit, handbook, and website review.</p>		

10.1.4- Students will feel the classroom is a space where they desire to be and they are welcomed as evidenced by 100% of (non-charter) schools increasing favorable responses by 3% annually across all demographic groups on the student survey questions "I see myself as part of my classroom environment." and "My teacher knows and respects who I am as a person." as measured in the spring student survey.

Goal is based on baseline:

- Baseline 90% - Goal: maintain level (elementary)
- Baseline 80-90 - Goal: increase 1% annually
- Baseline Below 80% - Goal: increase by 3% annually (secondary)

10.1.5 - 70% of students receiving interventions to improve attendance will demonstrate improvement in their daily attendance.

SUPERINTENDENT Evidence of Compliance:

-

OE – 10.2 The Superintendent will ensure that all policies and procedures regarding student behavior are:

- culturally responsive
- trauma sensitive
- restorative
- developed with input from diverse perspectives
- appropriately communicated to students, parents, and staff
- enforced consistently using reasonable judgment

SUPERINTENDENT Interpretation:

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.

- **Policies and procedures regarding student behavior** shall mean the adopted Appleton Area School District Code of Conduct and Wisconsin State Law.
- **Culturally responsive** 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.
- **Trauma sensitive** shall mean **being sensitive to the impact of trauma on others and yourself**, 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.
- **Restorative** 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.
- **Developed with input from diverse perspectives** shall mean that administrators, teachers, building staff, and other stakeholders are included in developing and/or providing input on discipline procedures.
- **Appropriately communicated to students, parents, and staff** shall mean the information is communicated through a variety of means (hard copies available, accessible on website, electronic communication, translations available).
- **Enforced consistently using reasonable judgment** 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.

SUPERINTENDENT Indicators of Compliance

We will know we are compliant when:

- 10.2.1- 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.
- 10.2.2- 100% of AASD building administrators will be trained in Restorative Practices within 12 months of their start date, as evidenced by attendance and completion of the training.
- 10.2.3- 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.

In Compliance

Not in Compliance

SUPERINTENDENT Evidence of Compliance:

-

OE – 10.3 The Superintendent will identify and address inequities in discipline practices.

SUPERINTENDENT Interpretation:

The Board of Education values all discipline practices being administered without bias or prejudice.

- **Inequities** shall mean significant and persistent disparities between different groups of students.
- **Discipline practices** shall mean the adopted Appleton Area School District Code of Conduct and Wisconsin State Law.

SUPERINTENDENT Indicators of Compliance

We will know we are compliant when:

- 10.3.1-** 100% of building and school services administrators will review site and district discipline practices and data to identify areas of growth, opportunities for improvement, and equitable practices as evidenced by Lead Learner Agendas, professional learning plans, and goals implemented on CSIP plans.
- 10.3.2-** 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
- 10.3.3-** 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).

**In
Compliance**

**Not in
Compliance**

SUPERINTENDENT Evidence of Compliance:

-

OE – 10.4 The Superintendent will appropriately collect, use and protect confidential student information.

SUPERINTENDENT Interpretation:

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.

- **Appropriately collect** shall mean professional staff with legitimate rights to collect information obtain and file confidential information quickly and safely
- **Use** shall mean professional staff are limited in access to student information based on specific purposes and use this information discreetly while maintaining confidentiality.
- **Protect** 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).
- **Confidential student information** shall mean personally identifiable information about which the individual (and their families) have an expectation of privacy.

SUPERINTENDENT Indicators of Compliance

We will know we are compliant when:

- 10.4.1-** 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.
- 10.4.2-** 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.
- 10.4.3-** 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.

In Compliance

Not in Compliance

SUPERINTENDENT Evidence of Compliance:

-

OE – 10.5 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.

SUPERINTENDENT Interpretation:

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, perception, or viewpoint of the adult that prevents this will not be allowed.

- **Not tolerate** shall mean negative behaviors, actions, or attitudes will not be allowed or to go unaddressed.
- **Behaviors, actions or attitudes by adults** shall mean verbal comments/statements or physical actions toward students.
- **Attitudes** shall mean behavior toward students that diminish the sense of health, safety, belonging or ability to achieve and succeed.
- **Contact with students** shall mean acting in the role of a teacher, supervisor or support to students.
- **Hinder** shall mean to create difficulties for (someone or something), resulting in delay or obstruction.
- **Academic performance** shall mean students' progress in achieving the Board's *Results* policies.
- **Well-being of students** shall mean a sense of health, safety, belonging and efficacy.

SUPERINTENDENT Indicators of Compliance

We will know we are compliant when:

10.5.1- 100% of formal complaints involving students received by the District are investigated and resolved without grievance as documented by the Human Resources Office.

**In
Compliance**

**Not in
Compliance**

SUPERINTENDENT Evidence of Compliance:

-

OE – 10.6 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.

SUPERINTENDENT Interpretation:

The Board of Education values the prevention, discouragement, or banning of any activity that negatively impacts student learning or is unsafe.

- **Unruly behavior** shall mean actions that result in office discipline referrals or adult actions that are reported to an administrator or the local police.
- **School property** shall mean any school buildings and other buildings owned, occupied or controlled by the school district, on school premises, or on school-provided transportation.
- **School sponsored events** 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.

- **Adult actions** 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.
- **Disrupt learning** shall mean behaviors or actions that interfere or get in the way of learning.
- **Dangerous** shall mean physically able or likely to cause harm or injury.
- **Bullying** 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.

SUPERINTENDENT Indicators of Compliance:	In Compliance	Not in Compliance
<p>We will know we are compliant when:</p> <p>10.6.1- Student behavior referrals are addressed promptly. Anonymous reports regarding student behavior are reviewed by an administrator as evidenced by the responses in the anonymous reporting system data.</p> <p>10.6.2- 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.</p> <p>10.6.3- 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.</p> <p>10.6.4- Increase the number of students who score favorably (4,5) in the area of School Safety within the Panorama Student Survey.</p> <ul style="list-style-type: none"> ● Increase at Elementary Level from 65% to 68% ● Increase at Secondary Level from 63% to 66% as measured in the Spring survey. 		

SUPERINTENDENT Evidence of Compliance:

-

OE – 10.7 The Superintendent will not permit the administration of corporal punishment.

SUPERINTENDENT Interpretation:
 The Board of Education values the assurance that no instance or act of physical discipline by any District employee is tolerated.

- **Corporal punishment** shall mean to cause deliberate physical pain or discomfort.

<p>SUPERINTENDENT Indicators of Compliance</p> <p>We will know we are compliant when:</p> <p>10.7.1- 100% of formal complaints involving student discipline in the district will not involve corporal punishment.</p>	<p>In Compliance</p>	<p>Not in Compliance</p>
<p>SUPERINTENDENT Evidence of Compliance:</p> <ul style="list-style-type: none"> • 		

ITEM FOR CONSIDERATION

Topic: Superintendent Contract Renewal

Background Information: Superintendent Greg Hartjes currently holds a two-year contract from 2022-2024. In accordance with Wisconsin Statutes §118.24 the Board of Education must provide a notice of contract renewal prior to the end of January. A two-year contract may provide for one or more extensions of one year, not to exceed two years.

Instructional Impact: None

Fiscal Impact: There is no fiscal impact as the contract would reflect Superintendent Hartjes' current salary. The Board of Education approves compensation increases, which have not been determined for the 2024-2025 school year.

Administrative Recommendation: The recommendation is to issue a one-year contract extension to Superintendent Greg Hartjes. Mr. Hartjes' revised contract would be effective July 1, 2024, through June 30, 2025. All terms and conditions of the contract extension would remain the same as the current contract.

Contact Person: Julie King, (920) 852-5302

Success for
Every Student,
Every Day



**Appleton Area School District
Results Monitoring Report
R-2.1.3 Science**

SUPERINTENDENT CERTIFICATION:

With respect to Results Policy 2.1.3 Science, the Superintendent certifies that the information is accurate and complete, and that the Organization is:

Executive Summary/Analysis:

Making Reasonable Progress

Making Reasonable Progress with noted exception(s): (see Evidence section)

Failing to make Reasonable Progress

Key:

 = indicator achieved

 = indicator not achieved as outcome remained the same as the year before or improved but not to the desired level

 = indicator not achieved as the outcome was lower than the year before

Executive Summary/Analysis:

The evidence, as submitted below, provides assurance to the Board that the District provides instructional programming that supports students in their personal growth and achievement in increasingly challenging levels of complexity, demonstrating the higher order thinking skills of knowledge, comprehension, application, analysis, synthesis, evaluation and creativity in Science. In addition, the measures directly support the District's Continuous School Improvement Process as illustrated through the annual AASD Scorecard.

At the program level, there was a decline in the percentage of 4th and 8th-grade students scoring Proficient/Advanced on the WI Forward Exam compared to 2021-22 results. The district's incremental improvement goals were not achieved for either grade levels, with results at both grade levels being

below those at the statewide level. Although there was an observed decrease in gaps between identified subgroups at the 8th-grade level, disparities still exist among the three identified subgroups when compared to their peers.

Pre-ACT results from 2022-23 indicate that there was a decrease in the percentage of students scoring at the level of Ready/Exceeding in Science at the 9th-grade level but a slight increase for the number of 10th-grade students. At the cohort level, there was an increase from 9th (2021-22) to 10th-grade (2022-23) in the percentage of students scoring at Ready/Exceeding in Science.

At the 11th-grade program level, the average ACT score in Science improved slightly to 20.0 when compared to 2021-22 results, thereby matching the state composite score.

Additional Context/Next Steps:

Middle School Science has shifted to the teaching and assessing of the Next Generation Science Standards, which is assessed on the Forward Exam. This is the first year that both 7th and 8th-grade science assessments were aligned to NGSS to focus on skills. With 6th grade coming to the middle level, next year will be the first year for implementation of the NGSS 6-8 scope and sequence. In the past it has been K-6 and 7-8. This shift should help build concepts and skills from 6th grade to 7th grade. MS science teachers are also collaborating with HS Science teachers during professional development day for the vertical alignment of skills from middle school to high school. Both MS and HS science teachers noticed the replication of activities completed at the middle level then also used at the HS level by teachers. Teacher collaboration is essential to avoid this. HS teachers have provided to MS teachers essential topics to be covered in middle school to prepare students for biology. All Biology teachers will be conducting a root cause analysis to improve instruction and student achievement in science. Results of the root cause analysis may indicate a need for curriculum alignment and revision to ensure a consistent scope and sequence of the learning progressions of the science standards from 6th grade to 9th grade. There is also opportunity for 6th grade teachers to collaborate with 5th grade teachers to ensure essential skills are taught in 5th grade to prepare students to do science in 6th grade.

Signed: _____ Date: _____
Superintendent

BOARD ACTION:

With respect to Results Policy 2.1.3 Science, the Board find that the organization is:

_____ **Making Reasonable Progress**

_____ **Making Reasonable Progress with noted exception(s):**

_____ **Failing to make Reasonable Progress**

Summary Statements of the Board, if any:

Signed: _____ Date: _____
Board President

Document submitted: _____ Re-submitted: _____

R-2.3 Results Policy: Academic Performance

Each student will be literate, numerate, and able to integrate and apply the knowledge, skills, and competencies acquired across all academic disciplines.

2.1 Each student will demonstrate personal growth and achievement in increasingly challenging levels of complexity, demonstrating the higher order thinking skills of knowledge, comprehension, application, analysis, synthesis, evaluation and creativity when enrolled in disciplines, including:

2.1.3 Science

SUPERINTENDENT Interpretation:

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

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

Indicators to be Used:

- **Forward Exam** – The Wisconsin state assessment for students in grades 3-8 in ELA and Mathematics; 4, 8, and 10 in Social Studies; and 4 and 8 in Science. The Science portion of the WI Forward Exam measures proficiency within the following domains:
 - Earth and Space Science
 - Engineering
 - Life Science
 - Physical Science
- **ACT Aspire** - nationally normed summative assessment that is used to highlight progress toward ACT College Readiness Standards and Benchmarks. ACT Aspire assesses student readiness in English, math, reading, science and writing. ACT is taken once a year each spring. Data from the ACT Aspire arrives several months after the assessment is taken, and is used to clarify school-based measures

related to the AASD Scorecard. This assessment is administered to students in grades 9-10 and assesses student understanding in:

- o Interpretation of Data
 - o Scientific Investigation
 - o Evaluation of Models, Inferences, and Experimental Results
- **ACT with Writing** - nationally normed summative assessment that consists of four multiple-choice tests: English, math, reading, and science; and a 30-minute essay test that measures writing skills. ACT results arrive several months after the assessment is taken, and are used to clarify school-based measures related to the AASD Scorecard. This assessment is administered to students in grade 11 and assesses student understanding in:
 - o Interpretation of Data
 - o Scientific Investigation
 - o Evaluation of Models, Inferences, and Experimental Results

Definition of Terms:

- **Norm-referenced** - Assessments that are used to compare students' progress to others in their peer group. This group may contain students in the same grade across the state or nation, or other categories such as special education, disability status, English learners, gifted students, and more. Most commonly, norm-referenced tests use a national peer group.
- **Criterion-referenced** - A criterion-referenced test is designed to measure a student's academic performance against some standard or criteria. This standard or criteria is predetermined before students begin the test. Schools or districts choose a standard, such as a percent of items answered correctly or a state test benchmark, as the criteria for the test. The student's score then shows the progress they have made toward the agreed-upon standard--if they fall short, they must continue to work toward the standard.
- **Identified Demographic Groups**
 - EL (English Learners)
 - Not EL (All other students who are not English Learners)
 - SWD (Students with Disabilities)
 - SWOD (Students without Disabilities)
 - Black
 - White
- **WI Forward Exam Ranges:**
 - **Advanced** – Student demonstrates thorough understanding of and ability to apply the knowledge and skills for their grade level that are associated with college content-readiness.
 - **Proficient** – Student demonstrates adequate understanding of and ability to apply the knowledge and skills for their grade level that are associated with college content-readiness.
 - **Basic** – Student demonstrates partial understanding of and ability to apply the knowledge and skills for their grade level that are associated with college content-readiness.
 - **Below Basic** – Student demonstrates minimal understanding of and ability to apply the knowledge and skills for their grade level that are associated with college content-readiness.
- **ACT Aspire Science Score** - The averages of the scores from the Interpretation of Data, Scientific Investigations, and Evaluation of Models, Inferences, and Experimental Results portions of the ACT Aspire test
- **ACT with Writing Science Score** - The averages of the scores from the Interpretation of Data, Scientific Investigations, and Evaluation of Models, Inferences, and Experimental Results portions of the ACT Aspire test
- **ACT with Writing Performance Level Scale Scores for Science**

- **Below Basic** – 1-17
- **Basic** – 18-22
- **Proficient** – 23-27
- **Advanced** – 28-36
- **ACT Aspire College Readiness Benchmarks Reporting Categories for Science**
 - **In Need of Support** – 1-17
 - **Close** – 18-22
 - **Ready** – 23-27
 - **Exceeding** – 28-36
- **ACT Aspire College Readiness Benchmark for Science** - Students who achieve this score on the ACT Science Test have a 50% likelihood of achieving a B or better in a first-year Biology course at a typical college
- **Gaps** - The disparity in academic performance between groups of students
- **FAY** - Full academic year of enrollment. This is specific to students with "continuous enrollment beginning within the first ten days of the school year without an enrollment lapse of ten or more consecutive days.
- **Cohort Analysis** - Examines longitudinal data for the [same group of students over a period of time](#).
 - **Example:** 2020-21 5K students compared to 2021-22 1st-grade students compared to 2022-23 2nd-grade students

	2020-21 % students meeting Typical Growth	2021-22 % students meeting Typical Growth	2022-23 % students meeting Typical Growth
5K	18%	46%	55%
Grade 1	26%	47%	57%
Grade 2	41%	57%	65%
Grade 3	50%	60%	68%
Grade 4	51%	61%	58%
Grade 5	50%	59%	57%

- **Program Analysis** - Examines longitudinal data for the same grade level over a period of time.

Example:

	2020-21 % Students Scoring On or Above Grade Level (Mid-year or Above)	2021-22 % Students Scoring On or Above Grade Level (Mid-year or Above)	2022-23 % Students Scoring On or Above Grade Level (Mid-year or Above)
Grade 1	44%	44%	50%

SUPERINTENDENT Evidence of Reasonable Progress:

WI Forward - Science - Grades 4 & 8 (Program Analysis)

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

Grade Level	2020-21 %Prof/Adv AASD	2020-21 %Prof/Adv Statewide	2021-22 %Prof/Adv AASD	2021-22 %Prof/Adv Statewide	2022-23 %Prof/Adv AASD	2022-23 %Prof/Adv Statewide
Grade 4	44.1%	45.9%	52.4%	51.7%	50.7%	52.1%
Grade 8	48.1%	44.8%	49.3%	48.6%	44.7%	48.9%

We will reduce the percentage of students scoring Below Basic in grades 4 & 8 on the WI Forward Exam in Science by 3%.

Grade Level	2020-21 %Below Basic AASD	2020-21 %Below Basic Statewide	2021-22 %Below Basic AASD	2021-22 %Below Basic Statewide	2022-23 %Below Basic AASD	2022-23 %Below Basic Statewide
Grade 4	16.0%	13.0%	14.1%	16.2%	15.5%	17.0%
Grade 8	17.0%	15.0%	15.8%	18.5%	22.7%	19.8%

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

Grade Level	2020-21 %Prof/Adv AASD	2020-21 %Below Basic Statewide	2021-22 %Prof/Adv AASD	2021-22 %Prof/Adv Statewide	2022-23 %Prof/Adv AASD	2022-23 %Prof/Adv Statewide
Grade 4	SWOD 49.3% SWD 23.2% (26.1% gap)	SWOD 50.3% SWD 20.4% (29.9% gap)	SWOD 57.9% SWD 28.7% (29.2% gap)	SWOD 56.2% SWD 24.7% (31.5% gap)	SWOD 55.8% SWD 24.9% (30.9% gap)	SWOD 57.1% SWD 24.3% (32.8% gap)
	Not EL 50.5% EL 9.2% (41.3% gap)	Not EL 48.7% EL 12.7% (36.0% gap)	Not EL 58.2% EL 17.6% (40.6% gap)	Not EL 54.4% EL 18.7% (35.7% gap)	Not EL 56.4% EL 16.6% (39.8% gap)	Not EL 55.0% EL 20.3% (34.7% gap)
	White 54.5% Black 31.6% (22.9% gap)	White 57.1% Black 8.1% (49.0% gap)	White 61.1% Black 21.4% (39.7% gap)	White 61.7% Black 13.9% (47.8% gap)	White 62.0% Black 18.4% (43.6% gap)	White 61.8% Black 14.8% (47.0% gap)
	White 54.5% Hispanic 18.9% (35.6% gap)	White 57.1% Hispanic 23.1% (34.0% gap)	White 61.1% Hispanic 30.4% (30.7% gap)	White 61.7% Hispanic 29.6% (32.1% gap)	White 62.0% Hispanic 28.8% (33.2% gap)	White 61.8% Hispanic 32.0% (29.8% gap)

Grade 8	SWOD 51.1% SWD 10.8% (40.3% gap)	SWOD 49.3% SWD 14.3% (35.0% gap)	SWOD 52.7% SWD 18.1% (34.6% gap)	SWOD 53.2% SWD 16.5% (36.7% gap)	SWOD 49.5% SWD 20.1% (29.4% gap)	SWOD 53.9% SWD 16.0% (37.9% gap)
	Not EL 48.8% EL 7.9% (40.9% gap)	Not EL 46.7% EL 8.2% (38.5% gap)	Not EL 52.6% EL 11.1% (41.5% gap)	Not EL 50.6% EL 10.5% (40.1% gap)	Not EL 56.4% EL 16.6% (39.8% gap)	Not EL 55.0% EL 20.3% (34.7% gap)
	White 56.1% Black 20.0% (36.1% gap)	White 54.1% Black 9.6% (44.5% gap)	White 58.4% Black 20.5% (37.9% gap)	White 57.0% Black 13.5% (43.5% gap)	White 50.9% Black 19.6% (31.3% gap)	White 57.3% Black 14.6% (42.7% gap)
	White 56.1% Hispanic 29.0% (27.1% gap)	White 54.1% Hispanic 25.1% (29.0% gap)	White 58.4% Hispanic 25.8% (32.6% gap)	White 57.0% Hispanic 30.1% (26.9% gap)	White 50.9% Hispanic 22.0% (32.9% gap)	White 57.3% Hispanic 30.7% (26.6% gap)

ACT Aspire (2018-2022) and PreACT (2023+) - Science - Grades 9-10 (Cohort & Program Analysis)

1. We will increase the percentage of students scoring On Target in grades 9-10 on the ACT Aspire Assessment in Science by 1%.
2. We score at or above the statewide level for On Target in grades 9-10 on the ACT Aspire in Science.

Grade Level	2020-21 %Ready/Exc. AASD	2020-21 %Ready/Exc. Statewide	2021-22 %Ready/Exc. AASD	2021-22 %Ready/Exc. Statewide	2022-23 % On Target AASD	2022-23 % On Target Statewide
Grade 9	31.5%	29.2%	30.6%	30.1%	30.3%	30.0%
Grade 10	30.8%	28.0%	31.3%	30.3%	31.5%	32.5%

We will reduce the percentage of students scoring In Need of Intervention in grades 9-10 on the ACT Aspire Assessment in Science by 3%.

Grade Level	2020-21 % In Need of Support AASD	2020-21 % In Need of Support Statewide	2021-22 % In Need of Support AASD	2021-22 % In Need of Support AASD	2022-23 % In Need of Intervention AASD	2022-23 % In Need of Intervention Statewide
Grade 9	37.9%	33.8%	45.9%	41.4%	43.7%	42.4%
Grade 10	32.4%	33.7%	46.3%	43.5%	53.5%	48.4%

We will increase the percentage of students scoring On Target in grades 10 on the ACT Aspire Assessment in Science compared to the grade 9 cohort results from the year before by 1% (cohort analysis).

Grade Level	2021-22 %Ready/Exceeding	2022-23 % On Target
Grade 9	30.6%	30.3%
Grade 10	31.3%	31.5%

We will reduce gaps in students scoring On Target/Close to Target within identified demographic groups in grades 9-10 on the ACT Aspire Assessment in Science by 3%.

Grade Level	2020-21 %Ready/Exceeding AASD	2020-21 %Ready/Exceeding Statewide	2021-22 %Ready/Exceeding AASD	2021-22 %Ready/Exceeding Statewide	2022-23 % On Target AASD	2022-23 %On Target Statewide
Grade 9	SWOD 36.5% SWD 4.9% (31.6% gap)	SWOD 32.8% SWD 4.6% (28.2% gap)	SWOD 35.3% SWD 4.3% (31.0% gap)	SWOD 33.7% SWD 5.0% (28.7% gap)	SWOD 34.1% SWD 7.6% (26.5% gap)	SWOD 33.2% SWD 7.0% (26.2% gap)
	Not EL 33.8% EL 2.6% (31.2% gap)	Not EL 30.5% EL 1.6% (28.9% gap)	Not EL 33.5% EL 2.0% (31.5% gap)	Not EL 31.5% EL 2.5% (29.0% gap)	Not EL 33.5% EL 3.7% (29.8% gap)	Not EL 31.6% EL 4.0% (27.6% gap)
	White 38.7% Black 10.0%	White 36.8% Black 2.5%	White 38.4% Black 5.5%	White 37.2% Black 4.4%	White 38.3% Black 10.2%	White 36.3% Black 5.6%

	(28.7% gap)	(34.3% gap)	(32.9% gap)	(32.8% gap)	(28.1% gap)	(30.7% gap)
	White 38.7% Hispanic 13.7% (25.0% gap)	White 36.8% Hispanic 11.4% (25.4% gap)	White 38.4% Hispanic 12.9% (25.5% gap)	White 37.2% Hispanic 13.0% (24.2% gap)	White 38.3% Hispanic 14.5% (20.5% gap)	White 36.3% Hispanic 14.7% (21.6% gap)
Grade 10	SWOD 35.5% SWD 4.8% (30.7% gap)	SWOD 31.3% SWD 4.6% (26.7% gap)	SWOD 36.2% SWD 4.9% (31.7% gap)	SWOD 33.7% SWD 5.1% (28.6% gap)	SWOD 35.8% SWD 6.4% (29.4% gap)	SWOD 36.0% SWD 6.0% (30.0% gap)
	Not EL 33.1% EL 2.5% (30.6% gap)	Not EL 29.1% EL 1.1% (28.0% gap)	Not EL 33.6% EL 1.3% (32.3% gap)	Not EL 31.5% EL 1.4% (30.1% gap)	Not EL 34.1% EL 3.3% (30.8% gap)	Not EL 34.1% EL 3.0% (31.1% gap)
	White 38.6% Black 5.2% (33.4% gap)	White 34.5% Black 3.1% (30.4% gap)	White 39.5% Black 10.2% (29.3% gap)	White 36.7% Black 5.2% (31.5% gap)	White 38.7% Black 4.9% (33.8% gap)	White 39.0% Black 6.2% (32.8% gap)
	White 38.6% Hispanic 15.7% (22.9% gap)	White 34.5% Hispanic 10.6% (23.9% gap)	White 39.5% Hispanic 13.6% (27.1% gap)	White 36.7% Hispanic 12.4% (24.3% gap)	White 38.7% Hispanic 17.5% (21.2% gap)	White 39.0% Hispanic 15.5% (23.5% gap)

ACT with Writing - Science - Grade 11 (Program Analysis)

1. We will increase the percentage of students Meeting ACT Benchmarks of College Ready in grade 11 on the ACT Assessment in Science by 1%.
2. We score at or above the statewide level for % Meeting Benchmark in grade 11 on the ACT with Writing in Science.

Grade Level	2020-21 % Meeting Benchmark AASD	2020-21 % Meeting Benchmark Statewide	2021-22 % Meeting Benchmark AASD	2021-22 % Meeting Benchmark Statewide	2022-23 % Meeting Benchmark AASD	2022-23 % Meeting Benchmark Statewide
Grade 11 Science	25.8%	27.2%	28.1%	29.4%	28.3%	30.2%

We will reduce gaps in students Meeting ACT Benchmarks of College Ready within various demographic groups in grade 11 on the ACT Assessment in Science by 3%.

Grade Level	2020-21 % Meeting Benchmark AASD	2020-21 % Meeting Benchmark Statewide	2021-22 % Meeting Benchmark AASD	2021-22 % Meeting Benchmark Statewide	2022-23 % Meeting Benchmark AASD	2022-23 % Meeting Benchmark Statewide
Grade 11 Science	SWOD 29.7% SWD 2.5% (27.2% gap)	SWOD 30.3% SWD 4.7% (25.6% gap)	SWOD 31.8% SWD 6.3% (25.5% gap)	SWOD 32.4% SWD 5.5% (26.9% gap)	SWOD 31.8% SWD 6.8% (25.0% gap)	SWOD 33.4% SWD 5.3% (28.1% gap)
	Not EL 27.4% EL 0.0% (27.4% gap)	Not EL 28.2% EL 1.1% (27.1% gap)	Not EL 30.1% EL 0.0% (30.1% gap)	Not EL 30.6% EL 0.0% (30.6% gap)	Not EL 30.6% EL 0.0% (30.6% gap)	Not EL 31.6% EL 1.3% (30.3% gap)
	White 31.3% Black 13.0% (18.3% gap)	White 33.1% Black 3.3% (29.8% gap)	White 35.3% Black 4.2% (31.1% gap)	White 35.3% Black 4.4% (30.9% gap)	White 36.8% Black 7.8% (29.0% gap)	White 36.6% Black 4.8% (31.8% gap)
	White 31.3% Hispanic 5.3% (26.0% gap)	White 33.1% Hispanic 10.3% (22.8% gap)	White 35.3% Hispanic 10.9% (24.4% gap)	White 35.3% Hispanic 12.0% (23.3% gap)	White 36.8% Hispanic 12.7% (24.1% gap)	White 36.6% Hispanic 12.7% (23.9% gap)

INFORMATION ONLY - Average Science Score on ACT with Writing

	2020-21 AASD	2020-21 Statewide	2021-22 AASD	2021-22 Statewide	2022-23 AASD	2022-23 Statewide
Grade 11 Science Score	19.3	19.7	19.8	19.8	20.0	20.0

Success for
Every Student,
Every Day



**Appleton Area School District
Results Monitoring Report
R-2.1.4 Civics & Social Studies**

SUPERINTENDENT CERTIFICATION:

With respect to Results Policy 2.1.4 Civics & Social Studies, the Superintendent certifies that the information is accurate and complete, and that the Organization is:

Making Reasonable Progress

Making Reasonable Progress with noted exception(s): (See Evidence section)

Failing to make Reasonable Progress

Key:

= indicator achieved

= indicator not achieved as outcome remained the same as the year before or improved but not to the desired level

= indicator not achieved as the outcome was lower than the year before

Executive Summary/Analysis:

The evidence, as submitted below, provides assurance to the Board that the District provides instructional programming that supports students in their personal growth and achievement in increasingly challenging levels of complexity, demonstrating the higher order thinking skills of knowledge, comprehension, application, analysis, synthesis, evaluation and creativity in Civics & Social Studies. In addition, the measures directly support the District's Continuous School Improvement Process as illustrated through the annual AASD Scorecard.

As a Social Studies department, the skills that are both instructed and assessed throughout all of the Secondary grade levels center around inquiry. Building upon prior knowledge, the teachers guide students through a process of inquiry: analyzing documents, making connections, stating a claim and writing their argumentation using the evidence from the documents. This is a lifelong and transferable skill that students can use in their other courses. Although the course content may be

different and the rigor will increase, as students have many course options after their Freshman Civics course, the expectations within the inquiry process are the same.

DBQ Results

At the program level, there was a decrease in the percentage of students scoring at the level of competent or mastery on the AASD's Document-based Questions (DBQ) Assessment. Although there was an observed decrease in a few gaps for identified subgroups; disparities still exist among the district's identified subgroups when compared to their peers.

WI Forward Results

At the program level, there was an observed increase in the percentage of 8th and 10th-grade students scoring Proficient/Advanced on the WI Forward Exam compared to 2021-22 results. At the elementary level, there was a slight decrease in the percentage of 4th-grade students scoring as Proficient/Advanced. Similar to the statewide results, there was a slight increase in the percentage of AASD students in 4th, 8th, and 10th grade scoring Below Basic in Social Studies. Although there was an observed decrease in gaps for identified subgroups at the 4th-grade level, disparities still exist among the three identified subgroups when compared to their peers.

Additional Context/Next Steps:

Since administering the spring DBQ, many decisions have been made moving forward to ensure that we are implementing and administering the assessment with fidelity. Both the Middle School and High School Curriculum Support Specialists worked during the summer to help audit 11 standards-based Social Studies courses. All Social Studies courses (except Advanced Placement or Dual Credit courses) are using the same grading categories, and have identified three common DBQ assessments to be administered during a six-week window in the fall, winter and spring. As defined by the AASD, all common assessments will be:

- a) used by all teachers, for all students,
- b) created by district SBC course development teams,
- c) aligned to the same task and format,
- d) aligned to the same standards,
- e) meeting grade level rigor,
- f) assessed on the same rubric, and
- g) supported by the same resource.

In year two (2023-24), district professional learning communities (PLCs) are calibrating and determining common testing conditions and altering sources for student needs. We are moving in the right direction for consistency in administering the assessment, evaluating, and giving feedback in an equitable manner. We will be ready to address the gaps following the 23-24 school year. Steps in universal instruction, such as the high leverage literacy strategies, SIOP (Sheltered Instruction Observation Protocol), and academic language within Teacher Clarity, will all assist in addressing the gaps.

Signed: _____ Date: _____
Superintendent

BOARD ACTION:

With respect to Results Policy 2.1.4 Civics & Social Studies, the Board finds that the organization is:

_____ **Making Reasonable Progress**

_____ **Making Reasonable Progress with noted exception(s):**

_____ **Failing to make Reasonable Progress**

Commendations and/or Recommendations, if any:

Signed: _____ Date: _____
Board President

Document submitted: _____ Re-submitted: _____

R-2.3 Results Policy: Academic Performance

Each student will be literate, numerate, and able to integrate and apply the knowledge, skills, and competencies acquired across all academic disciplines.

2.1 Each student will demonstrate personal growth and achievement in increasingly challenging levels of complexity, demonstrating the higher order thinking skills of knowledge, comprehension, application, analysis, synthesis, evaluation and creativity when enrolled in disciplines, including:

2.1.4 Civics & Social Studies

SUPERINTENDENT Interpretation:

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

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

Indicators to be Used:

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

sourcing.

Definition of Terms:


- **Norm-referenced** - Assessments that are used to compare students' progress to others in their peer group. This group may contain students in the same grade across the state or nation, or other categories such as special education, disability status, English learners, gifted students, and more. Most commonly, norm-referenced tests use a national peer group.
- **Criterion-referenced** - A criterion-referenced test is designed to measure a student's academic performance against some standard or criteria. This standard or criteria is predetermined before students begin the test. Schools or districts choose a standard, such as a percent of items answered correctly or a state test benchmark, as the criteria for the test. The student's score then shows the progress they have made toward the agreed-upon standard--if they fall short, they must continue to work toward the standard.
- **Identified Demographic Groups**
 - EL (English Learners)
 - Not EL (All other students who are not English Learners)
 - SWD (Students with Disabilities)
 - SWOD (Students without Disabilities)
 - Black
 - White
- **[DBQ Scoring Rubrics](#)**
- **CCOT - (Continuity & Change over Time)** - From AP World insight- "Patterns of Continuity and Change over Time – your ability to recognize, analyze, and assess the dynamics of continuity and change over periods of time of different lengths, as well as your ability to relate these patterns to a broader historical processes or themes."
 - [Change over time](#)
 - [CCOT essay design](#)
 - [essay sample](#)
- **WI Forward Exam Ranges:**
 - **Advanced** – Student demonstrates thorough understanding of and ability to apply the knowledge and skills for their grade level that are associated with college content-readiness.
 - **Proficient** – Student demonstrates adequate understanding of and ability to apply the knowledge and skills for their grade level that are associated with college content-readiness.
 - **Basic** – Student demonstrates partial understanding of and ability to apply the knowledge and skills for their grade level that are associated with college content-readiness.

- o **Below Basic** – Student demonstrates minimal understanding of and ability to apply the knowledge and skills for their grade level that are associated with college content-readiness.
- **Gaps** - The disparity in academic performance between groups of students
- **FAY** - Full academic year of enrollment. This is specific to students with "continuous enrollment beginning within the first ten days of the school year without an enrollment lapse of ten or more consecutive days.
- **Cohort Analysis** - Examines longitudinal data for the same group of students over a period of time.
 - o **Example:** 2020-21 5K students compared to 2021-22 1st-grade students compared to 2022-23 2nd-grade students

	2020-21 % students meeting Typical Growth	2021-22 % students meeting Typical Growth	2022-23 % students meeting Typical Growth
5K	18%	46%	55%
Grade 1	26%	47%	57%
Grade 2	41%	57%	65%
Grade 3	50%	60%	68%
Grade 4	51%	61%	58%
Grade 5	50%	59%	57%

- **Program Analysis** - Examines longitudinal data for the same grade level over a period of time.

	2020-21 % Students Scoring On or Above Grade Level (Mid-year or Above)	2021-22 % Students Scoring On or Above Grade Level (Mid-year or Above)	2022-23 % Students Scoring On or Above Grade Level (Mid-year or Above)
Grade 1	44%	44%	50%



SUPERINTENDENT Evidence of Reasonable Progress:

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

We will increase the percentage of students scoring Competent/Mastery in grades 8-11 on the AASD DBQ Assessment by 1%.

Grade Level	Course(s)	2022-23 (Baseline) % Competent/Mastery
Grade 8	U.S. History (History)	88.9%
Grade 9	Civics (Civics, History)	78.5%
Grade 10	Global Studies (Geography, History)	85.2%
	World History (History)	
	AP World History (History)	
	Humanities (Behavioral Sciences)	
Grade 11	American Studies (History/Behavioral Science)	85.8%
	U.S. History (History)	
	AP U.S. History (History)	

We will decrease the percentage of students scoring **Beginning** in **grades 8-11** on the **AASD DBQ Assessment** by 3%.

Grade Level	Course(s)	2022-23 (Baseline) % Beginning
Grade 8	U.S. History (History)	4.3%
Grade 9	Civics (Civics, History)	13.6%
Grade 10	Global Studies (Geography, History)	11.9%
	World History (History)	
	AP World History (History)	
	Humanities (Behavioral Sciences)	
Grade 11	American Studies (History/Behavioral Science)	10.0%
	U.S. History (History)	
	AP U.S. History (History)	

We will reduce gaps in students scoring Competent and Mastery within identified demographic groups in grades 8-11 on the AASD DBQ Assessment by 3%.

	2022-23 (Baseline) % Competent/Mastery
Grade 8	SWOD 91.0% SWD 80.6% (10.4% gap)
	Not EL 89.8% EL 80.0% (9.8% gap)
	White 92.3% Black 76.7% (15.6% gap)
	White 92.3% Hispanic 72.3% (20.0% gap)
Grade 9	SWOD 80.5% SWD 62.7 % (17.8% gap)
	Not EL 79.0% EL 74.3% (4.7% gap)
	White 81.8% Black 57% (24.8% gap)
	White 81.8% Hispanic 61.4% (20.4% gap)
Grade 10	SWOD 87.8% SWD 71.7% (16.1% gap)

	Not EL 86.0% EL 76.6% (9.4% gap)
	White 87.6% Black 61.2% (26.4% gap)
	White 87.6% Hispanic 80.4% (7.7% gap)
Grade 11	SWOD 90.0% SWD 67.4% (22.6% gap)
	Not EL 87.7% EL 63.4% (24.3% gap)
	White 90.2% Black 72.7% (17.5% gap)
	White 90.2% Hispanic 79.0% (11.2% gap)

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

1. We will increase the percentage of students scoring Proficient/Advanced in grades 4, 8, and 10 on the WI Forward Exam in Social Studies by 1%.
2. We will score at or above the statewide level for Proficient/Advanced in grades 3-8 on the WI Forward Exam in Social Studies.

	2020-21 %Prof/Adv AASD	2020-21 %Prof/Adv Statewide	2021-22 %Prof/Adv AASD	2021-22 %Prof/Adv Statewide	2022-23 %Prof/Adv AASD	2022-23 %Prof/Adv Statewide
Grade 4	39.9%	44.0%	59.6%	59.3%	59.0%	59.7%
Grade 8	37.0%	41.9%	52.4%	57.7%	52.9%	58.5%
Grade 10	39.0%	37.3%	41.2%	44.7%	44.2%	44.5%

We will reduce the percentage of students scoring Below Basic in grades 4, 8, and 10 on the WI Forward Exam in Social Studies by 3%.

	2020-21 %Below Basic AASD	2020-21 %Below Basic Statewide	2021-22 %Below Basic AASD	2021-22 %Below Basic Statewide	2022-23 %Below Basic AASD	2022-23 %Below Basic Statewide
Grade 4	30.1%	22.9%	16.2%	19.1%	16.6%	19.3%
Grade 8	28.9%	19.6%	19.2%	17.6%	22.1%	18.3%
Grade 10	20.9%	21.4%	23.8%	22.3%	25.4%	24.4%

We will reduce gaps in students scoring Proficient and Advanced within identified demographic groups in grades 4, 8, and 10 on the WI Forward Exam in Social Studies by 3%.

	2020-21 %Prof/Adv AASD	2020-21 %Prof/Adv Statewide	2021-22 %Prof/Adv AASD	2021-22 %Prof/Adv Statewide	2022-23 %Prof/Adv AASD	2022-23 %Prof/Adv Statewide
Grade 4	SWOD 44.3% SWD 19.7% (24.6% gap)	SWOD 48.2% SWD 19.0% (29.2% gap)	SWOD 64.2% SWD 33.5% (30.7% gap)	SWOD 64.5% SWD 28.9% (35.6% gap)	SWOD 65.1% SWD 28.4% (36.7% gap)	SWOD 64.9% SWD 29.8% (34.7% gap)
	Not EL 45.1% EL 8.4% (36.7% gap)	Not EL 46.8% EL 13.7% (33.1% gap)	Not EL 64.4% EL 22.4% (42.0% gap)	Not EL 62.1% EL 29.3% (32.8% gap)	Not EL 64.2% EL 27.6% (36.6% gap)	Not EL 62.4% EL 29.3% (33.1% gap)
	White 49.5% Black 26.3% (23.2% gap)	White 54.0% Black 8.8% (45.2% gap)	White 67.9% Black 28.6% (39.3% gap)	White 68.5% Black 21.8% (45.7% gap)	White 68.1% Black 44.7% (24.0% gap)	White 68.9% Black 22.5% (46.4% gap)
	White 49.5% Hispanic 19.7% (29.8% gap)	White 54.0% Hispanic 24.3% (29.7% gap)	White 67.9% Hispanic 36.6% (31.3% gap)	White 68.5% Hispanic 39.0% (29.5% gap)	White 68.1% Hispanic 42.4% (25.7% gap)	White 68.9% Hispanic 41.2% (27.7% gap)

Grade 8	SWOD 47.3% SWD 8.4% (38.9% gap)	SWOD 46.3% SWD 11.7% (34.6% gap)	SWOD 60.8% SWD 24.2% (36.6% gap)	SWOD 62.9% SWD 20.4% (42.5% gap)	SWOD 58.6% SWD 23.5% (35.1% gap)	SWOD 64.2% SWD 20.1% (36.1% gap)
	Not EL 45.3% EL 3.8% (41.5% gap)	Not EL 44.0% EL 6.4% (37.6% gap)	Not EL 60.1% EL 20.7% (39.4% gap)	Not EL 60.1% EL 18.0% (42.1% gap)	Not EL 56.0% EL 18.8% (37.2% gap)	Not EL 60.9% EL 19.0% (41.9% gap)
	White 48.2% Black 16.7% (31.5% gap)	White 50.4% Black 10.0% (40.4% gap)	White 63.2% Black 31.8% (31.4% gap)	White 65.6% Black 23.3% (42.3% gap)	White 58.8% Black 25.5% (33.3% gap)	White 65.9% Black 26.1% (39.8% gap)
	White 48.2% Hispanic 26.7% (21.5% gap)	White 50.4% Hispanic 23.6% (26.8% gap)	White 63.2% Hispanic 37.1% (26.1% gap)	White 65.6% Hispanic 41.1% (24.5% gap)	White 58.8% Hispanic 32.5% (26.3% gap)	White 65.9% Hispanic 42.6% (23.3% gap)
Grade 10	SWOD 43.9% SWD 9.6% (34.3% gap)	SWOD 41.1% SWD 9.4% (31.7% gap)	SWOD 46.6% SWD 12.0% (34.6% gap)	SWOD 49.0% SWD 11.8% (38.8% gap)	SWOD 49.4% SWD 12.1% (37.3% gap)	SWOD 48.9% SWD 12.0% (36.9% gap)
	Not EL 41.7% EL 2.5% (39.2% gap)	Not EL 38.8% EL 2.4% (36.4% gap)	Not EL 44.3% EL 1.3% (43.0% gap)	Not EL 46.6% EL 5.5% (41.1% gap)	Not EL 47.7% EL 6.4% (41.3% gap)	Not EL 46.6% EL 7.4% (39.2% gap)
	White 46.4% Black 10.9% (35.5% gap)	White 44.9% Black 6.0% (38.9% gap)	White 48.1% Black 21.2% (26.9% gap)	White 51.6% Black 14.0% (36.6% gap)	White 51.7% Black 12.9% (38.8% gap)	White 51.9% Black 12.9% (39.0% gap)
	White 46.4% Hispanic 24.4% (22.0% gap)	White 44.9% Hispanic 18.5% (26.4% gap)	White 48.1% Hispanic 25.4% (22.7% gap)	White 51.6% Hispanic 27.3% (24.3% gap)	White 51.7% Hispanic 30.8% (20.9% gap)	White 51.9% Hispanic 27.1% (24.8% gap)

ITEM FOR CONSIDERATION

Topic: Fox River Academy Contract Five Year Renewal

**Background
Information:**

Fox River Academy is a multiage, environmental charter school for students in grades K-8 focusing on the environmental, historical, cultural, and economic importance of the Fox River.

The purpose of the Fox River Academy is to provide relevant instruction through hands-on, real world based experiences relating to the students' place in the community and environment, for the betterment and understanding of their home, the Fox River Valley.

The philosophy of the Fox River Academy is that connected learning occurs when the following happens:

- Topics of study are substantive and significant, have value beyond school, and are taught where they fit most logically, rather than at specific grade levels.
- Tasks are authentic and relate to students' own environment, utilizing the talents of expert learners in the community.
- Time is spent in integrated, multiage learning experiences, offering opportunities for cognitive and social connections necessary for high student achievement.
- Active involvement of children, parents, and community members and organizations in learning opportunities, both inside and outside of the school building, and in partnerships with the school;

**Instructional
Impact:**

Charter Schools help to provide another educational option for students and parents.

**Fiscal
Impact:**

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

Administrative

Recommendation: Approval of the charter school contract between the Appleton Area School District and Fox River Academy.

Contact

Person(s): Melissa Chrisman, 920-852-5500 ext. 33020,
chrismanmeliss@asd.k12.wi.us
Sara Leintz, 920-852-5500 ext. 33111,
leintzsara@asd.k12.wi.us
Nan Bunnow, 920-852-5300 ext. 60117,
bunnownannette@asd.k12.wi.us

BOE: February 26, 2024

**CHARTER SCHOOL CONTRACT BETWEEN
THE APPLETON AREA SCHOOL DISTRICT AND FOX RIVER ACADEMY**

THIS AGREEMENT is made by and between the Board of Education of the Appleton Area School District (“AASD”), 131 E. Washington St., Suite 1A, Appleton, WI 54911 Fox River Academy Governance Board, 1000 S Mason Street, 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 Fox River Academy 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. “Partner School”: means a public or private school with which FRA students participate in co-curricular activities and student events.
- b. “Host School”: means a public school in the AASD that is a shared school site for FRA and its classrooms for the purpose of educating FRA’s students.
- c. PBL refers to Project Based Learning.
- d. FRA: Fox River Academy

2. Establishment. The entity seeking to establish the Charter School is the FRA Governance Board. (Name of the Non-stock Corporation Or 501 (C) 3).

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 FRA 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 FRA 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 FRA with a list of all information required and FRA 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.** FRA will be an instrumentality of the AASD.

5. **Educational Program.** The following is a description of the FRA educational program of the school and methods used to enable pupils to attain the educational goals under Wis. Stat. § 118.01. FRA shall notify the AASD in a timely manner in the event of a change in instruction method.
 - a. A key difference between FRA and those of traditional elementary and middle schools is that science and social studies topics related to the environmental science, history, economy, politics, and culture of the Fox River Valley will serve as the core topics through which reading, writing, and math will be integrated. As students move up the grade levels, they will use learning focused on our local environment to make connections to state, national, and world events and history. In other words, learning will have a very local focus in the early years and become more global and far-reaching in later years at FRA.
 - b. FRA students are provided intimate opportunities to connect with nature individually and in small groups. Students will learn to appreciate and understand the unique balance we share with all living things. At minimum, students will actively participate weekly in outdoor field experiences that will involve observing natural phenomenon, collecting data, testing and evaluating hypotheses, and drawing conclusions. The content area instruction the students receive at FRA will be fluid and connected to the essential questions of Science and Social Studies.
 - c. FRA students' needs will be met through a standards-based integrated instruction in multiage classrooms with the environment, specifically the Fox River Watershed (definition: the region drain by one river system) serving as the tool through which all subjects are taught.
 - d. The non-sectarian, standards-based curriculum is particularly appropriate for students who require hands-on, relevant learning; have a curiosity about the world around them; benefit from integrated instructions; and have an interest in outdoor, place-based learning.
 - e. FRA will follow the curriculum and design work of educational researcher Grant Wiggins in his work, *Understanding by Design*. The inquiry-based curriculum used by FRA will be based on broad, encompassing questions, or essential questions, to guide learning. These essential questions, based on major science and social studies themes related to the natural environment, will direct the focus of all core subjects using the environment as an anchor for learning. The environmentally focused, non-sectarian curriculum uses the school's surroundings and community as a framework and context for student learning. Wisconsin curriculum standards in core academics will be addressed in the integrated units.
 - f. English Language Arts (ELA), Math, and STEM (Science, Technology, Engineering, Math) will be taught as supportive thinking skills needed by informed citizens. Direct, focused skill instruction will occur in ELA. Students will spend the majority of the time in these

subjects applying the skills and strategies within assigned and self-selected works of literature and writing under guidance of the classroom teachers.

- g. A math text will be adopted that focuses on mastery learning of mathematical concepts and procedures and emphasizes problem solving with real world applications. These mathematical skills and strategies will be further emphasized in the Science and Social Students inquiry projects undertaken by students. All curriculum will be adopted by the FRA Governance Board.
- h. Through joint planning with the building physical education teacher, art teacher, music teacher, and STEM teacher, we will integrate joint activities into our curriculum. Through partnerships with local businesses, individuals, and community organizations, we will secure materials and expertise for these experiences.
- i. Following the district guidelines, students may be accelerated when appropriate and may access traditional courses at an AASD school and/or eSchool, whichever is deemed appropriate by FRA, at no cost to FRA.

6. Methods of Measuring Student Progress. FRA shall use the following local measures, assessments and standardized tests to measure pupil progress. Under the discretion of the FRA Governance Board, FRA 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: The percent of FRA students scoring at the levels of proficient or advanced proficient in reading after one full academic year will be at or above the district and state averages.
Assessment: state assessments
 - (2) Objective: The percent of FRA students scoring at the levels of proficient or advanced proficient in mathematics after one full academic year will be at or above the district and state averages.
Assessment: state assessments
 - (3) Objective: The percent of FRA students scoring at the levels of proficient or advanced proficient in science in 4th and 8th grades, after one full academic year will be at or above the district and state averages.
Assessment: state assessments
- b. **Student Goal 2--Increase student achievement on FRA Governance Board Approved district assessments.**
 - (1) Objective: The percent of FRA students will score at or above the district average in targeted growth rate in reading.
Assessment: iReady and future district assessments approved by the Governance Board

- (2) Objective: The percent of FRA students will score at or above the district average in targeted growth rate in mathematics.
Assessment: iReady and future district assessments approved by the Governance Board
- c. Student Goal 3—Demonstrate student understanding in scientific inquiry.
- (1) Objective: By the end of the academic year One Hundred Percent (100%) of students will achieve proficient or advanced proficient levels of performance based on an end of the year project. The end of the year project requires students to plan, execute, and present on a topic relating to the environment or community.
Assessment: Students will be evaluated using a performance assessment in which a scientific problem will be posed, and students must conduct an investigation and use scientific equipment appropriately. The performance assessment will be developed by FRA teachers.
- (2) Objective: By the end of the academic year One Hundred Percent (100%) of students will achieve proficient or advanced proficient levels of performance in engaging in scientific inquiry and weekly research in the field.
Assessment: Formative assessments will be developed by FRA teachers.
- d. Student Goal 4—Create well-rounded environmentally literate students who are proficient in the use of strategies, learning processes, and higher order thinking skills needed to be stewards of the environment.
- (1) Objective: One Hundred Percent (100%) of students will identify local environmental problems and propose appropriate solutions. Each student will participate in at least one investigation. Students will define a specific problem, research it, and propose appropriate solutions.
Assessment: Students will be evaluated using a scientific inquiry rubric as well as a presentation rubric. The rubric will be developed by FRA teachers.
- (2) Objective: One Hundred Percent (100%) of students will be involved in at least one community service project relating to the environment. Each class will be required to complete 10 hours of service throughout the school year.
Assessment: Students will document community service through photographs, written responses, and reports to the Governance Board and community.
- e. FRA shall report progress on IEPs in accordance with the IDEA and AASD administrative practices.
- f. FRA shall administer other assessments as required under state and federal law, and as directed by AASD.
- g. FRA 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 "Fox River Academy Governance Board"). The FRA 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 FRA;
- 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 FRA members to its committees, in accordance with FRA 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 FRA may deem necessary or appropriate with regard to the operations or affairs of FRA, but not to exceed the authority granted by the AASD under the terms of this Agreement and state and federal law.
- b. Teacher Led School. FRA will be a teacher-led school for decision making as outlined in the bylaws. A Fox River Academy staff member will be designated as Lead Teacher by the Principal with input from the Governance Board and staff. The FRA 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 FRA by AASD. AASD will appoint the principal in collaboration with the FRA Governance Board. The FRA principal will demonstrate an interest and a commitment to the students, as well as, the mission and vision of the school. The FRA principal will be appropriately licensed, pursuant to state law. The FRA principal will coordinate and oversee the daily operations of the school and will work closely with the FRA Governance Board and Lead Teacher to ensure that the educational goals of the school are met.
 - d. Governance Board Constitution. Other than issues specifically addressed in this Agreement regarding the FRA Governance Board, the size, method of appointment and constitution of the FRA Governance Board will be as stipulated in the FRA Governance Board's by-laws. Total membership of the FRA Governance Board shall be comprised of fewer than 50% AASD employees. AASD administrators and AASD Board of Education members will not serve on the FRA Governance Board.
 - e. Officers. Election of officers is detailed in the by-laws of the FRA Governance Board.
 - f. Meetings. Meetings will be held as outlined in the bylaws. A quorum, consisting of a majority of the Voting Members of the FRA 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) Longitudinal assessment results (i.e., MAP, iReady, etc.)
 - (3) enrollment data
 - (4) attendance data
 - (5) financial report

(6) student academic progress

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 FRA 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 Fox River Academy by having representation on the FRA Governance Board. Parents/guardians will also serve on FRA 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 FRA.

- a. FRA 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 FRA is housed within a Host School, students will be able to participate in after-school activities available to the students at the Host School. If FRA students meet the age range for afterschool programs, they can attend these programs at the Host School. Should FRA no longer share a building, FRA students will be able to participate in before/after school activities and/or afterschool programs at the FRA site or at the FRA students' home school if these activities and afterschool programs are not available at the FRA site.
- c. FRA may enrich the opportunities for students and staff at the Host School in a variety of ways as well. Speakers and programs brought in by FRA may be made available to the Host School's students, parents, and staff. FRA materials purchased through grant funds may also be available for loan to the Host School's staff. Finally, positive learning relationships will develop as FRA students share their knowledge with students at the Host School when project fairs are held.
- d. Parents will receive reports on student progress as determined by the FRA Governance Board. Parent-teacher conferences will be held twice a year. Additional parent teacher correspondence will be used on an individual basis to communicate student progress in a manner or time when the parents, or teachers, feel it is appropriate.
- e. Students from the 5th through 8th grades will: have email accounts assigned by FRA; be able to post podcasts and webcasts, create blogs, and fully utilize available technology under the supervision and website administration of FRA teachers.

- f. Parental issues, concerns, questions, and complaints will be handled following these steps:
- (1) Contact the classroom teacher.
 - (2) If a resolution has not been reached, or if the concern is school wide the principal will be contacted. The principal will involve the FRA Lead Teacher to seek resolution depending on the nature of the given issue, concern, question, and/or complaint.
 - (3) If resolution is still not reached and based on the issue, the charter school principal will contact the FRA Governance Board or AASD Assistant Superintendent.
 - (4) Unresolved issues may be appealed to the Superintendent of Schools.
 - (5) 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 FRA 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 Environmental Education and a willingness to conduct lessons outdoors on a regular (weekly at minimum) basis. All provisions of the Employee Handbook for posting and selection of teaching staff will be followed.
- b. Teachers who work at FRA 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 FRA will be posted and filled through the staffing process as outlined in the AASD Employee Handbook and the FRA Governance Board may provide input.
- e. FRA and the Principal have discretion on which AASD meetings/trainings teachers will attend except mandatory ones 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 FRA may be located. In addition, the health and safety policies applicable to all other non-charter schools in the AASD shall apply equally to FRA.

11. Recruitment and Means of Achieving Racial/Ethnic Balance

- a. FRA/AASD 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. FRA official non-discrimination policy will be applied in all operations. Access to FRA 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 for all students.
- b. AASD will provide the demographic make-up data of the student population. FRA 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. FRA is open to all AASD students and students applying through the Wisconsin Inter-District Open Enrollment process. Application to and attendance at FRA is voluntary and no tuition is charged. Students who do not wish to attend or are not admitted to FRA 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 an informational meeting or visit FRA in order to ensure 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. FRA will give enrollment preference to current students at FRA. This group will be exempt from the lottery. Siblings of current students will be given preference in the lottery.
- e. Children of FRA staff and governing board members may be given a preference for enrollment but must be limited to no more than 10% of FRA's total enrollment.
- f. Students may enroll and attend FRA at any point during the school year as space permits in accordance with FRA 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: FRA 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 FRA space. In addition, FRA receives funding based on the per-pupil formula applied to all schools in the AASD. The FRA 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. The sale, trade, disposal, and/or donation of purchases made through non-district, non-state, non-federal, and non-AEA grants, donations, and gifts will be at the discretion and vote of the FRA Governance Board. If FRA dissolves, the property purchased with non-district, non-state, non-federal, and non-AEA funds will be donated to a non-profit of the FRA Governance Board's choosing. Property purchased with district, state, federal, and AEA funds will revert 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.

The FRA Governance Board will determine and approve teaching materials for core academic and intervention instruction that will be used in FRA. If District teaching materials are approved by the FRA Governance Board for use at FRA, the District will purchase teaching materials in full. FRA will not contribute site funds in the purchase of District purchased materials.

If the FRA Governance Board does not approve District teaching materials, the District will provide funds equivalent to 100% of the per pupil expenditure for the teaching materials. These funds will be allocated, instead, for the FRA Governance Board determined and approved curriculum purchases.

- c. Personnel: Full-time Teacher Equivalents (FTE's) will be allocated to FRA 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 FRA will be sustained through AASD textbook replacement/adoption funds. Other expenses 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 FRA will fall under the umbrella of the AASD's liability insurance.
- g. Co-curricular Activities: All FRA students may participate in co-curricular activities at their home school, or in co-curricular activities available at the FRA site. These activities will be offset by current District allocations and other funding sources. FRA reserves the right to create new co-curricular options for its students.
- 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 FRA 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 FRA to attend environmental education workshops and other professional development conferences that are aligned to the mission and goals of FRA.
- m. Health and Safety: FRA will rely upon AASD nursing staff and trained staff to provide the necessary resources. FRA will abide by all local, state, and federal laws regarding health and safety standards.
- n. Technology: FRA clearly understands that District technology support will not be greater or less than the same support given to other District schools.
- o. Outsourcing: The FRA staff may be contracted to mentor/coach/facilitate for other schools around the state with approval from the principal. The FRA administrator may engage in similar activities with approval from district central administration. The FRA reserves the right to contract staff for these purposes with income generated going directly to FRA.

14. Student Behavior and Discipline Model.

- a. The discipline system for FRA will consist of the following steps:
 - 1) The teacher will first make contact with the student within the classroom to immediately address the inappropriate behavior and plan for correction.
 - 2) The teacher will hold a student meeting after school or during recess to address the behavior and discuss appropriate alternative behaviors.
 - 3) The teacher will meet with the student and parents to discuss continuing behavioral problems and potential solutions.
- b. The FRA Governance Board reserves the right to create and/or approve a FRA 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 FRA principal and all AASD expulsion policies and procedures will be followed.

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

16. Tuition. FRA shall not charge any tuition. FRA 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 FRA. The scope of the annual audit will be determined by the AASD and conducted at the expense of the AASD. FRA 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 FRA 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. FRA is currently located at 1000 S Mason St, Appleton, Wisconsin, 54914 as well as in the Green Teaching Building at 1205 W Prospect Ave., Appleton, WI 54914.

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 FRA 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, FRA 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 FRA of any provision of this Agreement;
- b) Failure by FRA Governance Board to comply with all applicable law, relating to this Agreement or operation of FRA, 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 FRA Governance Board, or its employees or agents in connection with the performance of the obligations of FRA Governance Board under this Agreement. The obligation of FRA 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 Fox River Academy 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 FRA 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 FRA 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 FRA 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.** FRA 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 Fox River Academy for purposes of all state and federal laws, codes, rules and regulations pertaining to LEA duties, rights and responsibilities, including, but not limited to, the Americans with Disabilities Act (ADA), 42 U.S.C. §1210, Section 504 of the Rehabilitation Act of 1973, (Sec. 504), 29 U.S.C. §794, the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1400 *et seq.*, No Child Left Behind Act, 20 U.S.C. § 6301 *et seq.*, and the Asbestos Hazard Emergency Response Act (AHERA), 15 U.S.C. §2641 *et seq.*, Title II, 28 CFR Part 35 (implementing regulations of the Americans with Disabilities Act) and Wis. Stat. Chapter 115, subchapter V.

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

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

- a. AASD will provide employees to provide required IEP services to FRA.
- b. FRA 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. FRA shall document the interventions as required through the Response to Intervention Process for use and consideration in all referrals under the IDEA.
- d. FRA will cooperate with the LEA in all initial evaluation and re-evaluation processes.
- e. FRA 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. FRA will provide the LEA with any required data for IDEA self-assessment process in a timely fashion.
- g. FRA shall provide appropriate notification to parents of all the LEA notices and procedural safeguards.
- h. FRA's implementation of the student IEPs shall follow the LEA AASD calendar, which will be provided to the FRA annually. If the FRA school calendar does not follow the LEA AASD calendar, IEP implementation shall follow the FRA calendar.

- i. The parties shall engage in regular participation in annual and periodic IEP meetings for the implementation of IEPs and IDEA processes. The parties agree to meet periodically to address IDEA implementation.
- j. Daily attendance records shall be maintained by the FRA in accordance with state requirements and sent upon request.
- k. The FRA 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. FRA will ensure that all employees have completed the DPI training related to mandatory reporting of abuse or neglect and the use of seclusion and restraint pursuant to state law.
- n. CPR and First Aid trained staff shall be available during Program hours.
- o. The District will keep the FRA in CPI: Nonviolent Crisis Intervention Training rotation schedule.
- p. The District will invite the FRA 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 FRA 2024-2025 school year, and shall expire at midnight, on June 30, 2029, 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 FRA 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 FRA deem appropriate.
- c. Termination by Board of Education. This Contract may be terminated by the AASD Board of Education if it finds that:
 - (1) FRA has insufficient enrollment to successfully operate a charter school,
 - (2) If FRA fails to comply with generally accepted accounting principles and standards of fiscal management,

- (3) If the students of FRA have not shown sufficient academic progress using multiple measures. Students enrolled at FRA 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 FRA Governance Board and AASD.
 - (4) If students enrolled in FRA 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 FRA 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 FRA will take to attain such educational goals within a reasonable timeframe. If the AASD Board accepts the written plan, or a modified plan, FRA shall be allowed a reasonable time in which to correct the progress deficiencies.
 - (5) The FRA 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) FRA has failed materially to comply with Applicable Law,
 - (7) Any director, members, employee, or agent of FRA has knowingly violated any statute, ordinance or Board policy with respect to the operation of the Charter School,
 - (8) FRA knowingly violates Section 118.40 of the Wisconsin Statutes governing charter schools,
 - (9) FRA 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 FRA, the AASD will provide written notice of the specific material default asserted and afford FRA 60 calendar days in which to cure the asserted material default. This does not apply to student progress or compliance with the IDEA, Sec. 504 or law directing educational services.
- d. Notice. Written notice of such termination shall be provided to the FRA 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 FRA undertake corrective and remedial actions identified by the AASD. Termination of this Contract may be suspended by AASD upon compliance by FRA 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 the FRA Governance Board or FRA, shall be considered gifts to the FRA Governance

Board and FRA. All gifts and bequests shall be transferred to a non-profit environmental education organization of the FRA Governance Board's choosing.

- 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 FRA is put at actual risk thereby, the AASD Board of Education shall provide FRA 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 FRA pending further action.
- f. Termination by Fox River Academy Governance Board. This Contract may be terminated by FRA Governance Board if FRA finds that any of the following have occurred:
 - (1) FRA 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 FRA 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.

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

23. Autonomy.

- a. FRA 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, Fox River Academy and the FRA Governance Board will have autonomy related to:
- 1) Curriculum Development
 - 2) Educational Materials and Equipment Selection
 - 3) Professional Staff Development
 - 4) School Day Schedule
 - 5) School Calendar- The charter school must submit to the District a copy of its upcoming school year calendar no later than April 30 annually. Should AASD need to amend its calendar or make significant changes to the approved District calendar, chart schools will be granted an opportunity to adjust their calendar as well, provided they meet all state requirements.
 - 6) Longitudinal Assessment
 - 7) Other District Wide Assessments
 - 8) Course Offerings
 - 9) Fundraising
 - 10) Field Trips
 - 11) Fourth Grade Promotion—FRA Governance Board may establish criteria
 - 12) Eighth Grade Promotion Requirements—FRA Governance Board may 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: Kay Eggert, Board President
Appleton Area School District
131 E Washington Street, Suite 1A
Appleton, Wisconsin 54911

With a copy to: Greg Hartjes, Superintendent of Schools
Appleton Area School District
131 E Washington Street, Suite 1A
Appleton, Wisconsin 54911

To Fox River Governance Board President: Laura Huckins, Board President
Fox River Academy
1000 S Mason Street
Appleton, WI 54914

With a copy to: Melissa Chrisman, Principal
Fox River Academy
1000 S Mason Street
Appleton, WI 54914

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 FRA 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 FRA shall have no effect on the liability of FRA other than those obligations specifically undertaken by FRA 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. The FRA Governance Board with support from the Lead Teacher and Principal, will create the FRA enrollment target each winter for the following school year. The FRA Principal and Lead Teacher, with support from the FRA Governance Board, will propose grade level expansion based on needs and interest assessments and will collaborate with central administration on how to address these needs/interests. Should the enrollment needs/interests exceed the space available at the current location, the FRA Governance Board along with the Principal and Lead Teacher will collaborate with the central administration on how to address the space issues. It is anticipated that FRA will continue to grow.

- 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 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:

 James Bacon

Board of Education Clerk

Date: _____

Fox River Academy _____

By: _____

Laura Huckins
Governance Board President

Date: _____

ATTEST:

Amanda Voss
Governance Board Secretary

Date: _____

Summary of Proposed Changes for

Fox River Academy

Directions: For each proposed revision, complete each column of the table below. More rows may be added if needed. Underline proposed language you are adding, strike through language you are proposing be removed. Be clear with the section and pages of the contract.

- **Charter schools renewing their five-year charter contract must also include a Summary of the Charter School Goals included in the last charter school contract. The summary should be attached to this Summary of Proposed Changes Chart.**

Item #	Section and Page(s) of contract	Proposed Contract Revisions	Rationale <i>(Be specific, you must identify the Law, Policy, Bargaining agreement, or current practice the justifies the need for the revision)</i>	Lead Person Requesting Change	Notes
Sample	p.16 #13. f	Eliminate language regarding food service	Virtual school does not need a lunch program	Charter Board President	
1	p.3 #6	Add in: Under the discretion of the FRA Governance Board	This language is in our current contract and fits with the role our Governance Board plays	Lead Teacher	
2	p. 6 #7. c	Add in The FRA principal will coordinate and oversee the daily operations of the school and will work closely with the FRA Governance Board and Lead Teacher to ensure that the educational goals of the school are met	This added language helps to more clearly define the different roles that are played by the FRA Lead Teacher and the FRA Principal. It allows for the FRA Principal to make every day decisions that are deemed to be the best fit for FRA.	Lead Teacher, Principal, FRA Staff	
3	p.9 #9.d	Add: and the FRA Governance Board may provide input.	We felt it was important that our Governance Board has a chance to look at and review candidates and give their opinion on who might be the best fit for our school based	Lead Teacher, staff, Governance Board	

			on the mission and vision.		
4	p.9 #11.b	Add: AASD will provide the demographic make-up data of the student population	This language is in our current contract. FRA would like to continue to receive the demographic make-up of our school from the district so we can better reach out to the under-represented populations.	Lead Teacher, Staff, Governance Board	
5	p.9 #12.e	Remove the words “full-time”	This is what our current charter reads and the policy that we follow.	Governance Board, Staff, Lead Teacher	
6	p.10 #13.b	Add: The sale, trade, disposal, and/or donation of purchases made through non-district, non-state, non-federal, and non-AEA grants, donations, and gifts will be at the discretion and vote of the FRA Governance Board. If FRA dissolves, the property purchased with non-district, non-state, non-federal, and non-AEA funds will be donated to a non-profit of the FRA Governance Board’s choosing. Property purchased with district, state, federal, and AEA funds will revert to AASD ownership.	This language is in our current contract. It allows for non traditional materials to be donated to a non profit that would be able to use them.	Governance Board	
7	p.10 #13 b	Add: The FRA Governance Board will determine and approve teaching materials for core academic and intervention instruction that will be used in FRA. If District teaching materials are approved by the FRA Governance Board for use at FRA, the District will purchase teaching materials in full. FRA will not contribute site funds in the purchase of District purchased materials.	This language is in our current contract and clarifies the role of the FRA Board in approving curriculum and how funding works.	FRA Governance Board	

		If the FRA Governance Board does not approve District teaching materials, the District will provide funds equivalent to 100% of the per pupil expenditure for the teaching materials. These funds will be allocated, instead, for FRA Governance Board determined and approved curriculum purchases.			
8	p.11 #13.n	Add: <u>Technology</u> : FRA clearly understands that District technology support will not be greater or less than the same support given to other District schools. The District will provide technology to FRA in the same manner as it is provided to other District schools.	This language is in our current contract.	Governance Board	
9	p.11 #13.o	Add: <u>Outsourcing</u> : The FRA staff may be contracted to mentor/coach/facilitate for other schools around the state with approval from the principal. The FRA administrator may engage in similar activities with approval from district central administration. The FRA reserves the right to contract staff for these purposes with income generated going directly to FRA.	This language is in our current contract.	Governance Board	
10	p.17 #22.d	Add: Funds raised by non-school groups through fundraising activities and directed to the FRA Governance Board or FRA, shall be considered gifts to the FRA Governance Board and FRA. All gifts and bequests shall be transferred to a non-profit environmental education organization of the FRA	This language is in our current contract. It allows for items to be donated to a non profit that will utilize the more unique items our charter may have. As stated earlier in our contract, these would be items that were not purchased using District, State, Federal, or AEA funds.	Governance Board, Staff, Lead Teacher	

		Governance Board's choosing.			
11	p.17 #22.d	Remove: an individual schools or school organizations shall be considered gifts to the District and all gifts and bequests shall become property of the School District.	This language has been removed from our current contract and has been replaced with the language found in change 10 of this document.	Governance Board	
12	p.18 #23.2	Add: and Equipment	This language is in our current contract and allows FRA the autonomy to select equipment that fits the mission and vision of the school.	Governance Board	
13	p.19 #23.9	Add: Fundraising	This language is in our current contract and allows FRA and the FRA Governance Board to conduct fundraising in a manner that fits with the mission and vision of the school. For example: looking for fundraising opportunities that are environmentally friendly, using the money raised to support field days, etc.	FRA Staff	
14	p. 19 #23.10	Add Field Trips	This addition will allow FRA the autonomy to schedule and take field trips that support the curriculum as well as the mission and vision of the school. With field days being at least a weekly component of the curriculum at FRA, having autonomy around field trips, helps to support that.	FRA Staff	

ITEM FOR CONSIDERATION

Topic: Appleton Technical Academy (ATECH) Charter School Contract Renewal

**Background
Information:**

Appleton Technical Academy (ATECH) opened in September 2014 for students in grades 9-12. ATECH is focused on preparing students to enter the workforce or attend post-secondary training with the skills necessary for academic and social success in their chosen field.

Students who graduate from ATECH will be prepared to directly enter the workforce via job training, through an apprenticeship, by attending a two-year community college, by attending a technical school, or by attending a four-year college or university.

ATECH students' needs are met through a combined career/technical college prep program recognizing that many of the skills needed for employment are different from the skills needed for success at a 4- year college.

**Instructional
Impact:**

The educational program at ATECH is unique and helps to provide another educational option for students and parents. In order to continue to provide high quality education that ATECH has been delivering, we wish to renew our charter.

**Fiscal
Impact:**

We are not seeking any additional funding. Funding levels would remain consistent with past practice.

**Administrative
Recommendation:**

Approval of the charter school contract between the Appleton Area School District and Fox River Academy.

**Contact
Person(s):**

Mark McQuade, Principal, 920-852-5410 ext. 55020,
mcquademark@asd.k12.wi.us
Mike Hernandez, Assistant Superintendent, 920-852-5329 ext. 60116,
hernandezmicha@asd.k12.wi.us

BOE: February 26, 2024

CHARTER SCHOOL CONTRACT BETWEEN
THE APPLETON **AREA** SCHOOL DISTRICT AND **APPLETON TECHNICAL ACADEMY**

THIS AGREEMENT is made by and between the Board of Education of the Appleton Area School District (“AASD”), 131 E. Washington St., Suite 1A, Appleton, WI 54911 and Appleton Technical Academy Governance Board (ATECH-GB), Appleton Technical Academy, Inc. (ATECH) 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 _____ 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 ATECH to use its classrooms and other educational facilities for the purposes of educating ATECH’s students.
- b. “Partner School”: means a public or private school with which ATECH students participate in co-curricular activities and student events.
- c. Appleton Technical Academy, Inc. Governance Board (ATECH GB)
- d. Appleton Technical Academy, Inc. (ATECH)
- e. Fox Valley Technical College (FVTC)

2. **Establishment.** The entity seeking to establish the Charter School is the Appleton Technical Academy, Inc. 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 ATECH 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 ATECH 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 ATECH with a list of all information required and ATECH 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. ATECH will be an instrumentality of the AASD.

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

- a. ATECH students' needs are met through combined career/technical college prep program recognizing that many of the skills needed for employment are different than the skills needed for success at a 4-year college.
- b. ATECH courses have been developed to implement an integrated Technology, Math, Science, English Language Arts, and Social Studies curriculum for grades 9 – 12 in consultation with an advisory committee that prepares students for employment and lifelong learning. A standards-based approach in unit design is employed to assure AASD curricular standards are met.
- c. Integrated and interdisciplinary curriculum: A significant commitment to team teaching and interdisciplinary design results in an infrastructure development of interdisciplinary seminars, workshops, foundational courses, and project-based learning.
- d. Curriculum Development: Curriculum is developed in collaboration with FVTC and local business/industry that provides a relevant, engaging, and challenging high school experience. Many courses are dual-credit from the AASD and FVTC. ATECH integrates the competencies required in FVTC math, social studies, and English language arts classes into ATECH courses. ATECH teaches specific FVTC competences in technical area courses with the support of FVTC instructors.
- e. Daily Schedule: The structure of the day will allow for flexibility within a student's day. Classes can range from a traditional length period to blocks of 149 minutes or longer to provide class lengths that allow for deeper immersion into content and skill development.
- f. Students will actively participate in field trip experiences which will enable them to make more informed choices about their career pathways. Students will be exposed to all ATECH career pathways in their first two years and pick a pathway focus for their final two years. During the focus years, students will have opportunities to participate in youth apprenticeships and internships to gain valuable work place experience and apply their learning in the workplace.
- g. Although 4-year college preparation is not the primary focus of ATECH, students who attend ATECH will be prepared to pursue the 4-year college route.

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

- a. Student Goal 1--Increase student achievement in entrance examinations.
 - (1) Objective: 100% of ATECH students will pass the necessary entrance examinations for their school of choice.
Assessment: Accuplacer, or other future FVTC entrance exam; ACT, or other future state assessment; other post-secondary program admissions exam.
- b. Student Goal 2—Students will be proficient in industry certifications.
 - (1) Objective: 100% of ATECH students will earn a minimum of one industry recognized certification.
Assessment: Completion of Carl Perkins recognized certifications
- c. Student Goal 3—Students will meet ATECH Student Progress Goals.
 - (1) Objective: All students will earn a “C” or better in all courses.
 - (2) Objective: All students will earn a minimum of three credits each semester.
 - (3) Objective: All seniors will graduate on time.
 - (4) Objective: All students will have an attendance rate of 95% or higher.
 - (5) Objective: All graduates will enroll in post-secondary school, an apprenticeship program, join the military, or gain employment in an area where they have prior work place experience or certification.
- e. ATECH shall report progress on IEPs in accordance with the IDEA and AASD administrative practices.
- f. ATECH shall administer other assessments as required under state and federal law, and as directed by AASD.
- g. ATECH 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 “ATECH Governance Board”). The ATECH 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 ATECH;
- 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 ATECH members to its committees, in accordance with ATECH 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 ATECH may deem necessary or appropriate with regard to the operations or affairs of ATECH, but not to exceed the authority granted by the AASD under the terms of this Agreement and state and federal law.

- b. Lead Teacher. ATECH 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 ATECH Governance Board to ensure that the educational goals of the school are met. Communications from AASD needed for procedural purposes will go to the ATECH Lead Teacher as well as the ATECH Principal. The ATECH 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 ATECH by AASD. AASD will appoint the principal in collaboration with the ATECH Governance Board. The ATECH principal will demonstrate an interest and a commitment to the students as well as the mission and vision of the school. The ATECH principal will be appropriately licensed, pursuant to state law.
- d. Governance Board Constitution. Other than issues specifically addressed in this agreement regarding the ATECH Governance Board, the size, method of appointment and constitution of the ATECH Governance Board will be as stipulated in the ATECH Governance Board's by-laws. Total membership of the ATECH Governance Board shall be comprised of fewer than 50% AASD employees. AASD administrators and AASD Board of Education members will not serve on the ATECH Governance Board.
- e. Officers. Election of officers is detailed in the by-laws of the ATECH Governance Board.
- f. Meetings. Meetings will be held as outlined in the bylaws. A quorum, consisting of a majority of the Voting Members of the ATECH 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) Longitudinal assessment results (i.e., ACT, Forward, etc.)
 - (3) enrollment data
 - (4) attendance data
 - (5) financial report
 - (6) student academic progress
 - (7) Other, as requested by AASD BOE or District Leadership

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 ATECH 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 ATECH by having representation on the ATECH Governance Board. Parents/guardians will also serve on ATECH 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 ATECH.

- a. ATECH will provide numerous opportunities for meaningful parent/community involvement. Open House opportunities, parent surveys, opportunities to participate in camps and on field trips will allow ATECH parents to engage in the school community.
- b. ATECH will enrich the opportunities for students and staff at the Host School in a variety of ways as well. Open Houses at ATECH and field trip opportunities will be made available to the Host School's students, parents, and staff. ATECH equipment purchased through grant funds will be available for loan to the Host School's staff as well. Finally, positive learning relationships will develop as ATECH students share their knowledge with students of the Host School.
- c. Parents will receive mid-term and term reports on student progress at ATECH. Parent-teacher conferences will be held at the same time as the Host School. 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.
- d. Students will have Blackboard learning management system (LMS) or other student management accounts or LMS assigned by FVTC be able to engage in Dual Credit or Advanced Standing courses.
- e. Parental issues, concerns, questions, and complaints will be handled following these steps:
 - (1) Contact the classroom teacher.
 - (2) If resolution has not been reached, or if the concern is school wide, the ATECH Lead Teacher will be contacted.
 - (3) If resolution is still not reached, the principal will be contacted.
 - (4) If resolution is still not reached, the Assistant Superintendent will be contacted.
 - (5) Unresolved issues may be appealed to 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 ATECH will be teachers who are appropriately licensed pursuant to state law. The positions will be

posted to indicate that candidates should demonstrate an interest and a commitment to the students as well as the mission and vision of the school. All provisions of the Employee Handbook for posting and selection of teaching staff will be followed.

- b. Teachers who work at ATECH 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 ATECH will be posted and filled through the staffing process as outlined in the AASD Employee Handbook.
- e. ATECH Lead Teacher 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 ATECH may be located. In addition, the health and safety policies applicable to all other non-charter schools in the AASD shall apply equally to ATECH

11. Recruitment and Means of Achieving Racial/Ethnic Balance

- a. ATECH 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. ATECH official non-discrimination policy will be applied in all operations. Access to ATECH 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. ATECH 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. ATECH 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 ATECH is voluntary and no tuition is charged. Students who do not wish to attend or

are not admitted to ATECH 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 ATECH 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. ATECH will give enrollment preference to current students at ATECH . This group will be exempt from the lottery. Siblings of current students will be given preference in the lottery.
- e. Children of ATECH full-time staff and governing board members may be given a preference for enrollment but must be limited to no more than 10% of ATECH's total enrollment.
- f. Students may enroll and attend ATECH at any point during the school year as space permits in accordance with ATECH 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: ATECH 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 ATECH space. In addition, ATECH receives funding based on the per-pupil formula applied to all schools in the AASD. The ATECH 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 Equivalents (FTE's) will be allocated to ATECH 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 FVTC and the ATECH GB. A quality curriculum at ATECH 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 ATECH will fall under the umbrella of the AASD's liability insurance.
- g. Co-curricular Activities: All ATECH students may participate in co-curricular activities at the Host school, provided all applicable WIAA rules and regulations are followed. ATECH students who open enroll to ATECH from outside of the AASD may participate in co-curricular activities at Host school, provided all applicable WIAA rules and regulations are followed. ATECH students who attend ATECH on School of Choice from within AASD, may participate in co-curricular activities at their home school, provided all applicable WIAA rules and regulations are followed.
- 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 ATECH students as is given to students at other AASD schools.
- l. Grant Funds: Grant funds may be used to support travel and professional development budget for ATECH to attend workshops and other professional development conferences that are aligned to the mission and goals of ATECH. Other grant funds will

be used to support student achievement at ATECH within the mission and goals of ATECH.

- m. Health and Safety: ATECH will rely upon AASD nursing staff and trained staff to provide the necessary resources. ATECH 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 ATECH will consist of the following steps:
 - 1) Teacher will immediately address inappropriate behavior with the student.
 - 2) Student meeting with the principal or designee to discuss appropriate alternative behaviors.
 - 3) Meet with student and parents to discuss continuing behavioral problems and potential solutions.
- b. The ATECH Governance Board reserves the right to create and/or approve an ATECH 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 ATECH 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 ATECH. Students, who do not elect to attend ATECH may attend a school within the AASD in conformance with the enrollment policy of the AASD Board of Education.

16. Tuition. ATECH shall not charge any tuition. ATECH 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 ATECH. The scope of the annual audit will be determined by the AASD and conducted at the expense of the AASD. ATECH 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 ATECH 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. ATECH is currently located at 610 N. Badger Avenue, Appleton, Wisconsin, 54914. 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 ATECH 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, ATECH 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 ATECH of any provision of this Agreement;
 - b) Failure by ATECH Governance Board to comply with all applicable law, relating to this Agreement or operation of ATECH 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 ATECH Governance Board, or its employees or agents in connection with the performance of the obligations of ATECH Governance Board under this Agreement. The obligation of ATECH 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 ATECH 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 ATECH 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 ATECH 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 ATECH 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. ATECH 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 ATECH 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.

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

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

- a. _____ AASD will provide employees to provide required IEP services to ATECH.
- b. _____ ATECH 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. _____ ATECH shall document the interventions as required through the Response to Intervention Process for use and consideration in all referrals under the IDEA.
- d. _____ ATECH will cooperate with the LEA in all initial evaluation and re-evaluation processes.
- e. _____ ATECH 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. _____ ATECH will provide the LEA with any required data for IDEA self-assessment process in a timely fashion.

- g. _____ATECH shall provide appropriate notification to parents of all the LEA notices and procedural safeguards.
- h. _____ATECH’s implementation of the student IEPs shall follow the LEA AASD calendar, which will be provided to the ATECH annually. If the ATECH school calendar does not follow the LEA AASD calendar, IEP implementation shall follow the ATECH calendar.
- i. _____The parties shall engage in regular participation in annual and periodic IEP meetings for the implementation of IEPs and IDEA processes. The parties agree to meet periodically to address IDEA implementation.
- j. _____Daily attendance records shall be maintained by the ATECH in accordance with state requirements and sent upon request.
- k. _____The ATECH 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. _____ATECH will ensure that all employees have completed the DPI training related to mandatory reporting of abuse or neglect and the use of seclusion and restraint pursuant to state law.
- n. _____CPR and First Aid trained staff shall be available during Program hours.
- o. _____The District will keep the ATECH in CPI: Nonviolent Crisis Intervention Training rotation schedule.
- p. _____The District will invite the ATECH 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 2024-2025 school year, and shall expire at midnight, on June 30, 2029 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 ATECH 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 ATECH deem appropriate.
- c. Termination by Board of Education. This Contract may be terminated by the AASD Board of Education if it finds that:

- (1) ATECH has insufficient enrollment to successfully operate a charter school,
- (2) If ATECH fails to comply with generally accepted accounting principles and standards of fiscal management,
- (3) If the students of ATECH have not shown sufficient academic progress using multiple measures. Students enrolled at ATECH 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 ATECH Governance Board and AASD.
- (4) If students enrolled in ATECH 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 ATECH 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 ATECH will take to attain such educational goals within a reasonable timeframe. If the AASD Board accepts the written plan, or a modified plan, ATECH shall be allowed a reasonable time in which to correct the progress deficiencies.
- (5) The ATECH 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) ATECH has failed materially to comply with Applicable Law,
- (7) Any director, members, employee, or agent of ATECH has knowingly violated any statute, ordinance or Board policy with respect to the operation of the Charter School,
- (8) ATECH knowingly violates Section 118.40 of the Wisconsin Statutes governing charter schools,
- (9) ATECH 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 ATECH the AASD will provide written notice of the specific material default asserted and afford ATECH 60 calendar days in which to cure the asserted material default. This does not apply as to student progress or compliance with the IDEA, Sec. 504 or law directing educational services.

d. Notice. Written notice of such termination shall be provided to the ATECH 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 ATECH undertake corrective and remedial actions identified by the AASD. Termination of this Contract may be suspended by AASD upon compliance by ATECH 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 ATECH is put at actual risk thereby, the AASD Board of Education shall provide ATECH 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 ATECH pending further action.
- f. Termination by ATECH Governance Board. This Contract may be terminated by ATECH Governance Board if ATECH finds that any of the following have occurred:
 - (1) ATECH 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 ATECH 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.

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

23. Autonomy.

- a. _____ 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, ATECH and the ATECH 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) Fundraising
 - 10) ATECH Graduation Requirements—ATECH 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 Ryan Scherer, Board President
ATECH
610 N. Badger Ave

Appleton, WI 54194

With a copy to:

Mark McQuade, Principal
ATECH
610 N. Badger Ave
Appleton, WI 54914

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 ATECH 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 ATECH shall have no effect on the liability of ATECH other than those obligations specifically undertaken by ATECH 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 forty (40) students per academic year based on the prior academic year's highest total without ATECH's consent. Within the five (5) year period following the effective date of this Contract, ATECH shall seek to achieve full capacity of 120 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:

Kay S. Eggert
President, Board of Education
Date: _____

ATTEST:

James Bacon
Board of Education Clerk
Date: _____

Appleton Technical Academy, Inc.

Ryan Scherer

Governance Board President

Date: _____

ATTEST:

Jeremiah Jansen

Governance Board Vice-President

Date: _____

Summary of Proposed Changes for

Appleton Technical Academy, Inc.

Directions: For each proposed revision, complete each column of the table below. More rows may be added if needed. Underline proposed language you are adding, strike through language you are proposing be removed. Be clear with the section and pages of the contract.

2 Charter schools renewing their five-year charter contract must also include a **Summary of the Charter School Goals** included in the last charter school contract. The summary should be attached to this **Summary of Proposed Changes Chart**.

Item #	Section and Page(s) of contract	Proposed Contract Revisions	Rationale <i>(Be specific, you must identify the Law, Policy, Bargaining agreement, or current practice the justifies the need for the revision)</i>	Lead Person Requesting Change	Notes
Sample	p.16 #13. f	Eliminate language regarding food service	Virtual school does not need a lunch program	Charter Board President	