



**Monday, February 12, 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: 5:15 PM

(PLEASE NOTE: CLOSED SESSION AT 5:15 PM, REGULAR BOARD MEETING AT 6:00 PM. LIVE STREAM WILL RETURN TO OPEN SESSION UPON CONCLUSION OF CLOSED SESSION)

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 12, 2024 - Board of Education Meeting
Category	1. Meeting Opening
Type	Procedural

Subject	B. Pledge of Allegiance
Meeting	Feb 12, 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 12, 2024 - Board of Education Meeting

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

Type Procedural

Subject **B. Approval of Agenda**

Meeting Feb 12, 2024 - Board of Education Meeting

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

Type Action, Procedural

3. Closed Session

Subject **A. Motion to go into Closed Session**

Meeting Feb 12, 2024 - Board of Education Meeting

Category 3. Closed Session

Type Action, Procedural

Subject **B. Wisconsin State Statute 120.13 (1)(c) for the purpose to discuss a student expulsion order.**

Meeting Feb 12, 2024 - Board of Education Meeting

Category 3. Closed Session

Type Action

Subject **C. Wisconsin State Statute 19.85 (1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility: for the purpose of discussion on the Superintendent Contract.**

Meeting Feb 12, 2024 - Board of Education Meeting

Category 3. Closed Session

Type Discussion, Information

Subject **D. Wisconsin State Statute 19.85 (1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other public business; for the purpose to deliberate Real Estate.**

Meeting Feb 12, 2024 - Board of Education Meeting

Category 3. Closed Session

Type Discussion, Information

Subject **E. Motion to return to Open Session (Approximately 6:00PM)**

Meeting Feb 12, 2024 - Board of Education Meeting
Category 3. Closed Session
Type Action, Procedural

4. Special Presentation

Subject A. Student School Board Representative Report

Meeting Feb 12, 2024 - Board of Education Meeting
Category 4. Special Presentation
Type Information, Recognition, Report

Student School Board Representative, Joshua Hartlep, will provide updates from West High School.

Subject B. Career & Technical Education (CTE) Month: Presentation by Appleton East DECA Officers

Meeting Feb 12, 2024 - Board of Education Meeting
Category 4. Special Presentation
Type Information, Presentation, Recognition

Appleton East DECA Officers, along with Advisor Stefanie Fude, will share what CTE means to them, how the AASD has helped them find their career paths, thank them, and answer any questions.

File Attachments
[CTE Month -AASD Board Meeting Slides.pdf \(9,200 KB\)](#)

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

Subject A. Public Input

Meeting Feb 12, 2024 - Board of Education Meeting
Category 5. Public Input (GC-3.3: Initiate and maintain effective communication with the citizens.)
Type Procedural

Public Input:

Members of the public wishing to address the Board may speak during public input 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](#)

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

Subject	A. None
Meeting	Feb 12, 2024 - Board of Education Meeting
Category	6. Board Development (GC-2.2: The Board will assure that its members are provided with training and professional support necessary to govern effectively.)
Type	Discussion, Information, Presentation

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

Subject	A. Business Services Update(s): AP Check Register-January 2024
Meeting	Feb 12, 2024 - Board of Education Meeting
Category	7. Information for Board Decision Preparation (OE-8.4: Assure that the Board has adequate information from a variety of internal and external viewpoints to assure informed Board decisions.)
Type	Discussion, Information, Report

Executive Director of Finance, Holly Burr, will report on the Business Services items for consideration.

Subject	B. School/Student Services Update(s): None
Meeting	Feb 12, 2024 - Board of Education Meeting
Category	7. Information for Board Decision Preparation (OE-8.4: Assure that the Board has adequate information from a variety of internal and external viewpoints to assure informed Board decisions.)

Type	Discussion, Information, Report
Subject	C. Personnel Services Update(s): Professional Educator New Hire(s), Professional Contract Change(s), Resignation(s) and Administrative Retirement
Meeting	Feb 12, 2024 - Board of Education Meeting
Category	7. Information for Board Decision Preparation (OE-8.4: Assure that the Board has adequate information from a variety of internal and external viewpoints to assure informed Board decisions.)
Type	Discussion, Information, Report

Chief Human Resources Officer, Julie King, will report on the Personnel Services items for consideration.

<p>File Attachments</p> <p>IFC Professional Educator New Hires 2-12-24.pdf (159 KB)</p> <p>IFC Professional Educator Contract Changes 2-12-24.pdf (106 KB)</p> <p>IFC Professional Educator Resignations 2-12-24.pdf (105 KB)</p> <p>IFC-Administrative Retirement.pdf (102 KB)</p>

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

Subject	A. Board Meeting Minutes from January 22, 2024
Meeting	Feb 12, 2024 - Board of Education Meeting
Category	8. Board's Consent Agenda (GC-2.4: The Board will use a consent agenda as a means to expedite the disposition of routine matters and dispose of other items of business it chooses not to discuss.)
Type	Action, Minutes

Minutes are not official until they are approved at the Board meeting.

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

Subject	A. Professional Educator New Hire(s)
Meeting	Feb 12, 2024 - Board of Education Meeting
Category	9. Superintendent's Consent Agenda (OE-8.10: Provide for the Board adequate information about all administrative actions and decisions that are delegated to the Superintendent but required by law to be approved by the Board.)
Type	Action

<p>File Attachments</p> <p>IFC Professional Educator New Hires 2-12-24.pdf (159 KB)</p>

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

Meeting Feb 12, 2024 - Board of Education Meeting

Category 9. Superintendent's Consent Agenda (OE-8.10: Provide for the Board adequate information about all administrative actions and decisions that are delegated to the Superintendent but required by law to be approved by the Board.)

Type Action

File Attachments

[IFC Professional Educator Contract Changes 2-12-24.pdf \(106 KB\)](#)

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

Meeting Feb 12, 2024 - Board of Education Meeting

Category 9. Superintendent's Consent Agenda (OE-8.10: Provide for the Board adequate information about all administrative actions and decisions that are delegated to the Superintendent but required by law to be approved by the Board.)

Type Action

File Attachments

[IFC Professional Educator Resignations 2-12-24.pdf \(105 KB\)](#)

Subject **D. Administrative Retirement(s)**

Meeting Feb 12, 2024 - Board of Education Meeting

Category 9. Superintendent's Consent Agenda (OE-8.10: Provide for the Board adequate information about all administrative actions and decisions that are delegated to the Superintendent but required by law to be approved by the Board.)

Type Action

File Attachments

[IFC-Administrative Retirement.pdf \(102 KB\)](#)

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

Subject **A. Business Services Report: None**

Meeting Feb 12, 2024 - Board of Education Meeting

Category 10. Reports (OE-8.2: Provide for the Board, in a timely manner, information about trends, facts and other information relevant to the Board's work.)

Type Discussion, Information, Report

Subject **B. School/Student Services Report: Middle School ELA Novels; Semester 1 Student Attendance Update**

Meeting Feb 12, 2024 - Board of Education Meeting

Category 10. Reports (OE-8.2: Provide for the Board, in a timely manner, information about trends, facts and other information relevant to the Board's work.)

Type Discussion, Information, Report

Assistant Superintendent, Steve Harrison, will present the Middle School ELA Novels item of information.

Superintendent, Greg Hartjes, will discuss the Semester 1 Student Attendance Update.

File Attachments

[IOI-Middle School ELA Novels.pdf \(54 KB\)](#)

[KWKT- ELA 7 \(2 7 24\).pdf \(114 KB\)](#)

[Public Input Received - ELA 7 \(2 7 24\).pdf \(86 KB\)](#)

Subject C. Personnel Services Report: None

Meeting Feb 12, 2024 - Board of Education Meeting

Category 10. Reports (OE-8.2: Provide for the Board, in a timely manner, information about trends, facts and other information relevant to the Board's work.)

Type Discussion, Information, Report

11. Board Business

Subject A. Fox River Academy Contract Renewal

Meeting Feb 12, 2024 - Board of Education Meeting

Category 11. Board Business

Type Discussion, Information

File Attachments

[IOI-Fox River Academy Contract Renewal.pdf \(40 KB\)](#)

[FRA Charter Contract.pdf \(384 KB\)](#)

[Fox River Academy Presentation 2 12 24.pdf \(2,847 KB\)](#)

Subject B. ATech Academy Contract Renewal

Meeting Feb 12, 2024 - Board of Education Meeting

Category 11. Board Business

Type Discussion, Information

File Attachments

[IOI ATech Charter Contract Renewal.pdf \(36 KB\)](#)

[ATECH Charter School Contract.pdf \(353 KB\)](#)

Subject C. Hmong American Immersion School (HAIS)

Meeting Feb 12, 2024 - Board of Education Meeting

Category 11. Board Business
Type Discussion, Information

File Attachments

[HAIS- AASD School Board Item of Informaton .docx.pdf \(36 KB\).](#)

[HAIS Charter School Contract.pdf \(354 KB\).](#)

[HAIS Board Presentation .pdf \(1,393 KB\).](#)

Subject D. AP Check Register-January 2024
Meeting Feb 12, 2024 - Board of Education Meeting
Category 11. Board Business
Type Action
Fiscal Impact Yes
Budgeted Yes

Executive Director of Finance, Holly Burr, will present the AP Check Register-January 2024 item for consideration.

Subject E. Real Estate Purchase
Meeting Feb 12, 2024 - Board of Education Meeting
Category 11. Board Business
Type Action

Executive Director of Finance, Holly Burr, will present the Real Estate Purchase item for consideration.

Subject F. Consent Agenda Item(s) Removed for Separate Consideration
Meeting Feb 12, 2024 - Board of Education Meeting
Category 11. Board Business
Type Action, Discussion

12. Items of Information

Subject A. None
Meeting Feb 12, 2024 - Board of Education Meeting
Category 12. Items of Information
Type Information

13. Future Meetings

Subject **A. SPECIAL Board Meeting: Wednesday, February 21, 2024, 7:30AM**

Meeting Feb 12, 2024 - Board of Education Meeting

Category 13. Future Meetings

Type

Subject **B. Board Work Session: Wednesday, February 21, 2024, 8:00AM***

Meeting Feb 12, 2024 - Board of Education Meeting

Category 13. Future Meetings

Type

Subject **C. Board Meeting: Monday, February 26, 2024, 6:00PM**

Meeting Feb 12, 2024 - Board of Education Meeting

Category 13. Future Meetings

Type Information

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

Meeting Feb 12, 2024 - Board of Education Meeting

Category 13. Future Meetings

Type Information

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

Meeting Feb 12, 2024 - Board of Education Meeting

Category 13. Future Meetings

Type Information

14. Adjourn

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

Meeting Feb 12, 2024 - Board of Education Meeting

Category 14. Adjourn

Type Action



**Monday, February 12, 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: 5:15 PM

(PLEASE NOTE: CLOSED SESSION AT 5:15 PM, REGULAR BOARD MEETING AT 6:00 PM. LIVE STREAM WILL RETURN TO OPEN SESSION UPON CONCLUSION OF CLOSED SESSION)

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1. Meeting Opening

Subject	A. Roll Call
Meeting	Feb 12, 2024 - Board of Education Meeting
Category	1. Meeting Opening
Type	Procedural

Subject	B. Pledge of Allegiance
Meeting	Feb 12, 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 12, 2024 - Board of Education Meeting
Category	2. Approval of Agenda (GC-2: Governing Commitments)
Type	Procedural

Subject	B. Approval of Agenda
Meeting	Feb 12, 2024 - Board of Education Meeting

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

Type Action, Procedural

3. Closed Session

Subject A. Motion to go into Closed Session

Meeting Feb 12, 2024 - Board of Education Meeting

Category 3. Closed Session

Type Action, Procedural

Subject B. Wisconsin State Statute 120.13 (1)(c) for the purpose to discuss a student expulsion order.

Meeting Feb 12, 2024 - Board of Education Meeting

Category 3. Closed Session

Type Action

Subject C. Wisconsin State Statute 19.85 (1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility: for the purpose of discussion on the Superintendent Contract.

Meeting Feb 12, 2024 - Board of Education Meeting

Category 3. Closed Session

Type Discussion, Information

Subject D. Wisconsin State Statute 19.85 (1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other public business; for the purpose to deliberate Real Estate.

Meeting Feb 12, 2024 - Board of Education Meeting

Category 3. Closed Session

Type Discussion, Information

Subject E. Motion to return to Open Session (Approximately 6:00PM)

Meeting Feb 12, 2024 - Board of Education Meeting

Category 3. Closed Session

Type Action, Procedural

4. Special Presentation

Subject A. Student School Board Representative Report

Meeting Feb 12, 2024 - Board of Education Meeting

Category 4. Special Presentation

Type Information, Recognition, Report

Student School Board Representative, Joshua Hartlep, will provide updates from West High School.

Subject **B. Career & Technical Education (CTE) Month: Presentation by Appleton East DECA Officers**

Meeting Feb 12, 2024 - Board of Education Meeting

Category 4. Special Presentation

Type Information, Presentation, Recognition

Appleton East DECA Officers, along with Advisor Stefanie Fude, will share what CTE means to them, how the AASD has helped them find their career paths, thank them, and answer any questions.

File Attachments

[CTE Month -AASD Board Meeting Slides.pdf \(9,200 KB\)](#)

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

Subject **A. Public Input**

Meeting Feb 12, 2024 - Board of Education Meeting

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

Type Procedural

Public Input:

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Policy References:

[Board Policy and Rule 187 - Public Input at School Board and Board Subcommittee Meetings](#)

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

Subject	A. None
Meeting	Feb 12, 2024 - Board of Education Meeting
Category	6. Board Development (GC-2.2: The Board will assure that its members are provided with training and professional support necessary to govern effectively.)
Type	Discussion, Information, Presentation

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

Subject	A. Business Services Update(s): AP Check Register-January 2024
Meeting	Feb 12, 2024 - Board of Education Meeting
Category	7. Information for Board Decision Preparation (OE-8.4: Assure that the Board has adequate information from a variety of internal and external viewpoints to assure informed Board decisions.)
Type	Discussion, Information, Report

Executive Director of Finance, Holly Burr, will report on the Business Services items for consideration.

Subject	B. School/Student Services Update(s): None
Meeting	Feb 12, 2024 - Board of Education Meeting
Category	7. Information for Board Decision Preparation (OE-8.4: Assure that the Board has adequate information from a variety of internal and external viewpoints to assure informed Board decisions.)
Type	Discussion, Information, Report
Subject	C. Personnel Services Update(s): Professional Educator New Hire(s), Professional Contract Change(s), Resignation(s) and Administrative Retirement
Meeting	Feb 12, 2024 - Board of Education Meeting
Category	7. Information for Board Decision Preparation (OE-8.4: Assure that the Board has adequate information from a variety of internal and external viewpoints to assure informed Board decisions.)
Type	Discussion, Information, Report

Chief Human Resources Officer, Julie King, will report on the Personnel Services items for consideration.

File Attachments

[IFC Professional Educator New Hires 2-12-24.pdf \(159 KB\)](#)

[IFC Professional Educator Contract Changes 2-12-24.pdf \(106 KB\)](#)

[IFC Professional Educator Resignations 2-12-24.pdf \(105 KB\)](#)

[IFC-Administrative Retirement.pdf \(102 KB\)](#)

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

Subject A. Board Meeting Minutes from January 22, 2024

Meeting Feb 12, 2024 - Board of Education Meeting

Category 8. Board's Consent Agenda (GC-2.4: The Board will use a consent agenda as a means to expedite the disposition of routine matters and dispose of other items of business it chooses not to discuss.)

Type Action, Minutes

Minutes are not official until they are approved at the Board meeting.

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

Subject A. Professional Educator New Hire(s)

Meeting Feb 12, 2024 - Board of Education Meeting

Category 9. Superintendent's Consent Agenda (OE-8.10: Provide for the Board adequate information about all administrative actions and decisions that are delegated to the Superintendent but required by law to be approved by the Board.)

Type Action

File Attachments

[IFC Professional Educator New Hires 2-12-24.pdf \(159 KB\)](#)

Subject B. Professional Educator Contract Change(s)

Meeting Feb 12, 2024 - Board of Education Meeting

Category 9. Superintendent's Consent Agenda (OE-8.10: Provide for the Board adequate information about all administrative actions and decisions that are delegated to the Superintendent but required by law to be approved by the Board.)

Type Action

File Attachments

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Subject C. Professional Educator Resignation(s)

Meeting Feb 12, 2024 - Board of Education Meeting

Category 9. Superintendent's Consent Agenda (OE-8.10: Provide for the Board adequate information about all administrative actions and decisions that are delegated to the Superintendent but required by law to be approved by the Board.)

Type Action

File Attachments

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Subject D. Administrative Retirement(s)

Meeting Feb 12, 2024 - Board of Education Meeting

Category 9. Superintendent's Consent Agenda (OE-8.10: Provide for the Board adequate information about all administrative actions and decisions that are delegated to the Superintendent but required by law to be approved by the Board.)

Type Action

File Attachments

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

Subject A. Business Services Report: None

Meeting Feb 12, 2024 - Board of Education Meeting

Category 10. Reports (OE-8.2: Provide for the Board, in a timely manner, information about trends, facts and other information relevant to the Board's work.)

Type Discussion, Information, Report

Subject B. School/Student Services Report: Middle School ELA Novels; Semester 1 Student Attendance Update

Meeting Feb 12, 2024 - Board of Education Meeting

Category 10. Reports (OE-8.2: Provide for the Board, in a timely manner, information about trends, facts and other information relevant to the Board's work.)

Type Discussion, Information, Report

Assistant Superintendent, Steve Harrison, will present the Middle School ELA Novels item of information.

Superintendent, Greg Hartjes, will discuss the Semester 1 Student Attendance Update.

File Attachments

[IOI-Middle School ELA Novels.pdf \(54 KB\)](#)

[KWKT- ELA 7 \(2 7 24\).pdf \(114 KB\)](#)

[Public Input Received - ELA 7 \(2 7 24\).pdf \(86 KB\)](#)

Subject C. Personnel Services Report: None

Meeting Feb 12, 2024 - Board of Education Meeting

Category 10. Reports (OE-8.2: Provide for the Board, in a timely manner, information about trends, facts and other information relevant to the Board's work.)

Type Discussion, Information, Report

11. Board Business

Subject A. Fox River Academy Contract Renewal

Meeting Feb 12, 2024 - Board of Education Meeting

Category 11. Board Business

Type Discussion, Information

File Attachments

[IOI-Fox River Academy Contract Renewal.pdf \(40 KB\)](#)

[FRA Charter Contract.pdf \(384 KB\)](#)

[Fox River Academy Presentation 2 12 24.pdf \(2,847 KB\)](#)

Subject B. ATech Academy Contract Renewal

Meeting Feb 12, 2024 - Board of Education Meeting

Category 11. Board Business

Type Discussion, Information

File Attachments

[IOI ATech Charter Contract Renewal.pdf \(36 KB\)](#)

[ATECH Charter School Contract.pdf \(353 KB\)](#)

Subject C. Hmong American Immersion School (HAIS)

Meeting Feb 12, 2024 - Board of Education Meeting

Category 11. Board Business

Type Discussion, Information

File Attachments

[HAIS- AASD School Board Item of Informaton .docx.pdf \(36 KB\)](#)

[HAIS Charter School Contract.pdf \(354 KB\)](#)

[HAIS Board Presentation .pdf \(1,393 KB\)](#)

Subject D. AP Check Register-January 2024

Meeting	Feb 12, 2024 - Board of Education Meeting
Category	11. Board Business
Type	Action
Fiscal Impact	Yes
Budgeted	Yes

Executive Director of Finance, Holly Burr, will present the AP Check Register-January 2024 item for consideration.

Subject E. Real Estate Purchase

Meeting	Feb 12, 2024 - Board of Education Meeting
Category	11. Board Business
Type	Action

Executive Director of Finance, Holly Burr, will present the Real Estate Purchase item for consideration.

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

Meeting	Feb 12, 2024 - Board of Education Meeting
Category	11. Board Business
Type	Action, Discussion

12. Items of Information

Subject A. None

Meeting	Feb 12, 2024 - Board of Education Meeting
Category	12. Items of Information
Type	Information

13. Future Meetings

Subject A. SPECIAL Board Meeting: Wednesday, February 21, 2024, 7:30AM

Meeting	Feb 12, 2024 - Board of Education Meeting
Category	13. Future Meetings
Type	

Subject B. Board Work Session: Wednesday, February 21, 2024, 8:00AM*

Meeting	Feb 12, 2024 - Board of Education Meeting
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Category 13. Future Meetings

Type

Subject C. Board Meeting: Monday, February 26, 2024, 6:00PM

Meeting Feb 12, 2024 - Board of Education Meeting

Category 13. Future Meetings

Type Information

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

Meeting Feb 12, 2024 - Board of Education Meeting

Category 13. Future Meetings

Type Information

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

Meeting Feb 12, 2024 - Board of Education Meeting

Category 13. Future Meetings

Type Information

14. Adjourn

Subject A. Motion to Adjourn the Meeting

Meeting Feb 12, 2024 - Board of Education Meeting

Category 14. Adjourn

Type Action

CTE Month

AASD Board Meeting - 2/12
Appleton East DECA

What is CTE Month and Why East DECA is Here

CTE stands for Career & Technical Education: The goal this month is to raise awareness of the role that CTE has in readying learners for college and career success.

- DECA is, it is a marketing and business organization at all AASD high schools (and working our way to the middle schools) Our DECA chapter focuses on 3 main areas: competition, community service, and social events.

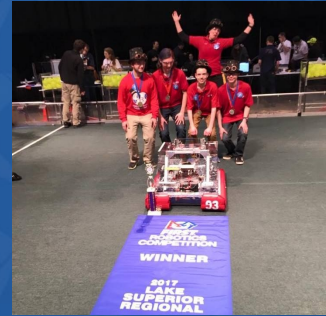


TESLA

CTE - Appleton East & Tesla Charter School

Career & Technical Education is represented at Appleton East & Tesla Charter School in our Business/Marketing, Family Consumer Science, and Technology & Engineering departments.

- In the classroom
- Work based learning
 - Patriot Pro Shop
 - Student Marketing Team
 - CTE Internship
 - Youth Apprenticeship
- Career & Technical Student Organizations
 - DECA
 - Robotics
 - HOSA



CTE Experiences: DECA



Community Impact



Social Events



Community Service



Leadership Conferences



Middle School DECA



Competitions

What CTE Means To:

Gavin Benz

VP of Business Partnerships

What CTE Means to Me

CTE has been a huge part of my high school career. I have learned problem solving and quick thinking skills through my classes at Tesla, and have had great hands-on experiences. These classes have played a big role in helping me decide to go into engineering, and have prepared me for college and my future career.



Cassi Vang

VP of Brand Management

What CTE Means to Me

What CTE means to me: With the CTE being prevalent in our school, I have built professional skills that I can continue to use throughout my future. It has given me exposure to environments where my leadership can shine and I am thankful for the opportunities I have been given to grow as a young adult through DECA and business courses.



Olivia Linne

VP of Community Service

What CTE Means to Me

Throughout my experience with CTE in high school, I have learned a variety of critical leadership and communicative skills that will help me throughout my personal and professional life. My leadership roles in DECA and the classes I have taken through both our Business and Family & Consumer Sciences departments at Appleton East have prepared me for not only college but also my prospective career in the medical field.



What CTE Means To:

Grace Pullen

VP of Competitive Excellence

What CTE Means to Me

To me, CTE Month means acknowledging the critical and leadership skills that both DECA and business classes at Appleton East have taught me. The acquired skills have helped me to build confidence, feel informed, and lead others to gain the same. CTE has also shown me how to use networking connections going into college and my potential career path.



Graham Syring

VP of School Based Enterprise - Food Operations

What CTE Means to Me

CTE has been very impactful on me through DECA. I have learned professional selling and business management skills. CTE has also provided me with great experience that will benefit me in my future of entrepreneurship.



Taylor Steffens

VP of Event Management

What CTE Means to Me

CTE is the perfect opportunity for students to gain professional and career readiness skills. Personally, DECA and other Technical Education classes have prepared me for future professional settings by expanding my leadership and communication skills.



What CTE Means To:

Aidan Schmidt

VP of Leadership Development



What CTE Means to Me

Throughout my high school career I have been able to engage in CTE through numerous ways. CTE has allowed me to partake in several family and consumer science classes to inform me all about the different aspects of the medical field and help me learn more about the foundations of early childhood. In DECA, CTE has helped me enhance my professional and leadership skills on a daily basis to help me prepare for my future!



CELEBRATE TODAY,
OWN TOMORROW!

Josh Parks

VP of School Based Enterprise - Apparel



What CTE Means to Me

CTE and DECA have given me many skills to prepare me well for my future. Skills like leadership, how to be well spoken, and confidence. I am overall a better person because of them both.



Questions

We would love to answer any questions you have about CTE Month now.



CELEBRATE TODAY,
OWN TOMORROW!



Thank You!

ITEM FOR CONSIDERATION

Topic: Professional Educator New Hire(s)

Background Information: The Professional Educators listed below are recommended for contractual positions for the 2023-2024 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>FTE</u>	<u>Effective Date:</u>
Rebecca C. Bunker	ELA/Math/Science	Classical	100%	2/5/24
Emma J. Ciske	Grade 6	Ferber	100%	1/29/24
Richard J. Waters	Dean of Students	Huntley	100%	2/1/24
Kailah B. Wolfrath	Special Ed-SLD	East	100%	1/29/24
William Xiong	Dean of Students	West	100%	2/19/24

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

Administrative Recommendation: Approval

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

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

ITEM FOR CONSIDERATION

Topic: Professional Educator Contract Change(s)

Background Information: The following contract changes are recommended for the 2023-2024 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>FTE</u>	<u>Effective Date</u>
Tammy L. Bellin	Art	West	100% to 120%	1/22-6/7/24
Laurie L. Brewton	Spanish	eSchool	80% to 100%	1/22-6/7/24
Jamie S. Hietpas	Art/ACP	Einstein	100% to 108%	1/29-6/7/24

Fiscal Note: As indicated above.

Administrative Recommendation: Approval

Instructional Impact: These assignment adjustments 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:

Madison D. Dercks has been with the District for eight years, most recently as a Grade 6 Teacher at Johnston Elementary School. Madison's resignation is effective at the end of the workday on January 23, 2024.

Shayla M. Lange has been with the District for three years, most recently as a Kindergarten Teacher at McKinley Elementary School. Shayla's resignation is effective at the end of the workday on January 31, 2024.

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 Retirement

Background

Information: The following administrator has submitted a letter of retirement effective August 31, 2024:

Pamela J. Franzke has been with the District for twenty-five years, most recently as the Title 1, Even Start Family Literacy and Birth-Five Outreach Coordinator.

Fiscal Impact: None

Administrative

Recommendation: Approval

Contact

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

BOE: 2/12/24

ITEM OF INFORMATION

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.

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 12, 2024



English Language Arts: 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)

<p>WHY is the middle school ELA department looking for approval of additional novels for full-class reads?</p>	<p>The middle school ELA department would like to ensure that materials:</p> <ul style="list-style-type: none"> ● Are current and appealing to promote a love of reading ● Consistent with the educational goals of the District ● Are appropriate for the age, social development, and maturity of students ● Meet high standards of quality in factual content ● Have factual, aesthetic, literary, ethical, or social value ● Are written by competent and qualified authors ● Represent our pluralistic society ● Foster respect for all groups of people who form our society ● Represent varying levels of difficulty with diverse appeal and differing points of view
<p>WHAT is the connection of these texts to the units of study?</p>	<p>These novels connect to:</p> <ul style="list-style-type: none"> ● Unit 1: Exploring the world around me and sharing what I learned with the World <ul style="list-style-type: none"> ○ Students must be informed and discerning readers to make sense of the world. ○ Students will engage with a variety of informational texts to foster a curiosity for knowledge using close reading, writing in response to reading, and collaborative discussion. ○ Students will examine authors' craft and structural techniques, so they can apply those elements to their own writing. ○ Students' responses to and conversations about informational text will ultimately lead to the formation of a research/ inquiry question. ○ Knowledge allows students to participate in their world in an informed manner. ● Unit 2: Exploring Other Stories to Understand My Own and Sharing a Story About Life <ul style="list-style-type: none"> ○ Students will form connections, create new experiences, and undergo personal growth. ○ Through exploring a variety of narrative texts, responding to them in writing, and collaborating with their peers, students will gain a better understanding of who they are and what they value. ○ Students will evaluate and reflect on authors' craft to improve their writing. ○ Students will focus on how to engage their readers by selecting and using strategies to develop, revise, edit, and publish a narrative writing piece.
<p>HOW was public input solicited prior to making the administrative recommendation to the Board?</p>	<p>Copies of proposed instructional materials were made available to the public for over 30 days in order to submit written public input. Notification of requested feedback also publicized through the AASD website as well as through the superintendent's family communication letter.</p>

HOW will
instruction benefit ?

Instruction will be benefited by:

- Providing students with a variety of voices
- Creating a deep understanding of the topics presented
- Discovering powerful, relatable voices for students to listen to and learn from

English Language Arts: 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)

Time Period of Public Input
12/13/23 - 2/2/24
Number and Breakdown of Responses Received (Supportive/Unsupportive)
0 Total Responses: 0 Supportive Responses/ 0 Responders Unsupportive

ITEM OF INFORMATION

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 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 partnership with the school.

Instructional

Impact: Charter schools help to provide another educational option for students and parents.

Contact

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

BOE: February 12, 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 perfect 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 the after school activities available to the students at the Host School. If FRA students meet the age range for afterschool programs, FRA students will be able to 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 be available for loan to the Host School's staff as well. Finally, positive learning relationships will develop as FRA students share their knowledge with students of 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 full-time 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. ~~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 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
 - 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:

Fox River Academy

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

 Laura Huckins
 Governance Board President
 Date: _____

ATTEST:

ATTEST:

 James Bacon
 Board of Education Clerk
 Date: _____

 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 everyday decisions that are deemed to be the best fit for FRA.	Lead Teacher, Principal, FRA Staff	
3	p. 8 #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 on the mission and vision.	Lead Teacher, staff, Governance Board	

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. 10-11 #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 nontraditional materials to be donated to a nonprofit that would be able to use them.	Governance Board	
7	p.10-11 #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. If the FRA Governance Board does not approve District teaching materials, the District will provide funds	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	

		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. 16-17 #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 Governance Board's choosing.	This language is in our current contract. It allows for items to be donated to a nonprofit 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	

11	p.17 #22.d Cont.	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. b. (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. b. (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. b. (11)	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	



Meeting Our Goals

Students who scored proficient or above on the Forward Exam

Science

2018/19: 70.8%

2022/23: 78.6%

(Statewide: 53.3%/49.2%)

Math

2018/19: 65.7%

2022/23: 77.6%

(Statewide: 43.4%/41.1%)

ELA

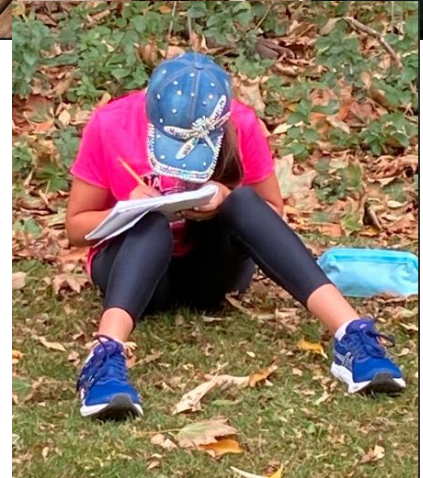
2018/19: 64.2%

2022/23: 70.7%

(Statewide: 40.9%/39.2%)

Challenges

Maintaining our numbers at 7th & 8th grade post COVID-19.





Any
Questions?

ITEM OF INFORMATION

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 A-Tech 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.

Contact

Person(s):

Mark McQuade, Principal, 920-852-5410 ext. 55020,

mcquademark@asds.k12.wi.us

Mike Hernandez, Assistant Superintendent, 920-852-5329 ext. 60116,

hernandezmicha@asds.k12.wi.us

**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. ATECH 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:

Appleton Technical Academy, Inc.

Kay S. Eggert
President, Board of Education

Ryan Scherer
Governance Board President

Date: _____

Date: _____

ATTEST:

ATTEST:

James Bacon
Board of Education Clerk

Jeremiah Janseen
Governance Board Vice-President

Date: _____

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.

➤ **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	

ITEM OF INFORMATION

Topic: Hmong American Immersion School (HAIS)

**Background
Information:**

HAIS is unique to the traditional elementary schools in that it focuses on academic excellence utilizing Hmong culture, history, language, and next generation socially and emotionally intelligent citizens. Hmong culture and history are infused within the themes of reading, writing, social studies, music, art, and physical education. The Hmong heritage language will be a standalone class. The Hmong cultural practices of collectiveness will be a vehicle to the leadership attributes being taught. As students move through HAIS' 4K-5 educational programming, their learning culminates with a stronger identity, leadership, academic performance, and community connection.

**Instructional
Impact:**

Students will actively participate in a Hmong heritage language class that will allow students to practice and become fluent in reading, writing, and speaking Hmong. The Hmong heritage language class will be part of the essentials of LMC skills, music, art, and physical education. The content area instruction the students receive at HAIS will be done in English and when appropriate connected to the essential influence of Hmong culture and history.

**Contact
Person(s):**

Assistant Superintendent, Ebony Grice,
griceebony@asd.k12.wi.us
Principal at Johnston Elementary, MaiKou Heu,
heumaikou@asd.k12.wi.us
(920) 852-5505

BOE: February 12, 2024

**CHARTER SCHOOL CONTRACT BETWEEN
THE APPLETON AREA SCHOOL DISTRICT AND THE HMONG AMERICAN IMMERSION SCHOOL**

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 Hmong American Immersion School Inc. Governance Board (“Hmong American Immersion School”), Host School TBD, Appleton, Wisconsin, 54915

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 the Hmong American Immersion School Inc. 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. “HAIS” is the abbreviation for Hmong American Immersion School. The word “hais” in Hmong literally means speak - using our voices to positively impact change in our community.
- b. “Host School”: means a public school in the AASD that allows HAIS to use its classrooms and other educational facilities for the purpose of educating HAIS’ students.

2. Establishment. The entity seeking to establish the Charter School is the Hmong American Immersion School Inc. (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 HAIS 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 HAIS 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 HAIS with a list of all information required and HAIS 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.** HAIS will be an instrumentality of the AASD.

5. **Educational Program.** The following is a description of the Hmong American Immersion School educational program of the school and methods used to enable pupils to attain the educational goals under Wis. Stat. § 118.01. Hmong American Immersion School shall notify the AASD in a timely manner in the event of a change in instruction method.
 - a. HAIS is unique to the traditional elementary schools in that it focuses on academic excellence utilizing Hmong culture, history, language, and next generation socially and emotionally intelligent citizens. Hmong culture and history is infused within the themes of reading, writing, social studies, music, art, and physical education. The Hmong heritage language is a standalone class. The Hmong cultural practices of collectiveness is a vehicle to the leadership attributes being taught. As students move through HAIS' 4K-5 educational programming, their learning culminates with stronger identity, leadership, academic performance, and community connection.
 - b. The Hmong cultural values embedded within HAIS' identity will occur within all aspects of HAIS students' educational experiences. Themes that honor Hmong traditions, leadership, and opportunities will be a focus on academic programming, extra-curricular experiences, and staff sponsored clubs and community partnerships. As a result, HAIS students will understand the different aspects of the Hmong people.
 - c. HAIS will have the autonomy to adopt the Appleton Area School District core and encore content curriculum/material or adopt a different curriculum/material to best meet their established charter curriculum. HAIS will utilize best practices for all types of learners in instructional planning and include social justice and emotional learning. These innovative and research-based best practices will be used by our educators to influence our students' academic performance.
 - d. Students will actively participate in a Hmong heritage language class that will allow students to practice and become fluent in reading, writing, and speaking Hmong. The Hmong heritage language class will be part of the essentials of LMC skills, music, art, and physical education. The content area instruction the students receive at HAIS will be done in English and when appropriate connected to the essential influence of Hmong culture and history.
 - e. HAIS will create students who embrace their identities, be empowered by their identities, and value/advocate for diversity and social justice. Equitable Social Emotional Learning practices will be used to teach our students self-awareness, self-management, social awareness, relationship skills, and responsible decision-making for communities of diverse and all backgrounds.
 - f. Through joint planning with the building physical education, music, and art teacher, we will integrate Hmong games/activities, music, and art into our curriculum. Through community partnerships, we will offer Hmong cultural experiences.

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

a. Student Goal 1 -- Increase student reading and math achievement as measured by both state and district wide Assessments.

(1) Objective: HAIS will meet or exceed the district’s percentage of students of similar demographics meeting typical growth in reading and math on the district’s longitudinal assessment for grades 4K-5.

Assessment: District longitudinal assessment

Objective: HAIS will meet or exceed the district’s percentage of students of similar demographics students scoring Proficient/Advanced in reading and math on the state assessment for grades 3-5.

Assessment: Wisconsin State Assessment

b. Student Goal 2—HAIS English Learner (EL) students will demonstrate language proficiencies in English.

(1) Objective: By the end of fifth grade 85% or more of EL students who have attended HAIS for four or more consecutive years will demonstrate English proficiency levels at or above the state or district average language proficiency.

Assessment: [ACCESS 2.0](#)

c. Student Goal 3—HAIS students will demonstrate increased knowledge and understanding of the Hmong culture, history, and language.

(1) Objective: Students in HAIS will engage in Hmong heritage language class and take part in Hmong games, art, and music.

Assessment: Students will be evaluated using a rubric created by HAIS staff and approved by the HAIS Charter Board.

d. Student Goal 4—HAIS students will demonstrate increased engagement in their learning.

(1) Objective: HAIS students in grades 3-5 will meet or exceed the district’s average of favorable responses in the areas of: Sense of Belonging, Classroom Effort, and Student-Teacher Relationships in Student Perception Surveys.

Assessment: Student Perception Survey

e. HAIS shall report progress on IEPs in accordance with the IDEA and AASD administrative practices.

f. HAIS shall administer other assessments as required under state and federal law, and as directed by AASD.

g. HAIS 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 parents and community members will govern the school (the "HAIS Governance Board"). The HAIS 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 HAIS;
- 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 6 members to its committees, in accordance with HAIS, Inc. 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 HAIS may deem necessary or appropriate with regard to the operations or affairs of HAIS, but not to exceed the authority granted by the AASD under the terms of this Agreement and state and federal law.
- b. Principal. A principal will be assigned to HAIS by AASD. AASD will appoint the principal in collaboration with the HAIS Governance Board. The HAIS principal will demonstrate an interest and a commitment to the students as well as the mission and vision of the school. The HAIS principal will be appropriately licensed, pursuant to state law.
 - c. Governance Board Constitution. Other than issues specifically addressed in this Agreement regarding the HAIS Governance Board, the size, method of appointment and constitution of the HAIS Governance Board will be as stipulated in the HAIS Governance Board's by-laws. AASD employees and AASD Board of Education members will not serve on the Hmong American Immersion School Governance Board.
 - d. Officers. Election of officers is detailed in the by-laws of the HAIS Governance Board.
 - e. Meetings. Meetings will be held as outlined in the bylaws. A quorum, consisting of a majority of the Voting Members of the HAIS Governance Board must be present. 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.
 - f. 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., Forward, iReady, etc.)
 - (3) enrollment data
 - (4) attendance data
 - (5) financial report
 - (6) student academic progress

The Charter School may provide the district with 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 HAIS 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 HAIS by having representation on HAIS Governance Board. Parents/guardians will also serve on HAIS 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 H AIS.

- a. Parents/guardians are invited to participate in the H AIS community through the following opportunities:
 - (1) Representation on the H AIS Governance Board or sub committees.
 - (2) Participation in host school Parent Organization, the school's equivalent of a PTA.
 - (3) Family Nights and parent learning/sharing opportunities.
 - (4) Volunteering in classrooms, chaperoning field trips, and assisting with other school-based activities.
- b. Parents will receive periodic reports on student progress at H AIS
 - (1) Parent/Teacher conferences will be held during the first and third quarters of the school year.
 - (2) Formal written progress reports will be issued at the end of each semester.
 - (3) Additional Parent/Teacher conferences, electronic mail, print correspondence, and telephone contacts will be used on an individual basis to communicate student progress when the parent or teachers feel it is appropriate.
- c. Parental satisfaction will be monitored through the use of a Parent Survey to be developed and administered annually.
- d. 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 Hmong American Immersion School Principal will be contacted.
 - (3) If resolution is still not reached and based on the issue, the charter school principal will contact the H AIS Governing 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 H AIS 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 Hmong culture, history, and language, utilizing best instructional planning practices and include social justice and emotional learning. All provisions of the Employee Handbook for posting and selection of teaching staff will be followed.

- b. Teachers who work at HAIS 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 HAIS will be posted and filled through the staffing process as outlined in the AASD Employee Handbook.
- e. HAIS Governance Board and Principal have discretion on which AASD meetings/trainings teachers will attend, except for 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 HAIS may be located. In addition, the health and safety policies applicable to all other non-charter schools in the AASD shall apply equally to HAIS.

11. Recruitment and Means of Achieving Racial/Ethnic Balance

- a. HAIS 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. HAIS official non-discrimination policy will be applied in all operations. Access to HAIS 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. HAIS 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. HAIS 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 HAIS is voluntary and no tuition is charged. Students who do not wish to attend or are not admitted to HAIS 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 HAIS 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. HAIS will give enrollment preference to current students at HAIS. This group will be exempt from the lottery. Siblings of current students will be given preference in the lottery.
- e. Children of HAIS full-time staff and governing board members may be given a preference for enrollment but must be limited to no more than 10% of Hmong American Immersion Schools total enrollment.
- f. Students may enroll and attend HAIS at any point during the school year as space permits in accordance with HAIS 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: HAIS 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 HAIS space. In addition, HAIS receives funding based on the per-pupil formula applied to all schools in the AASD. The HAIS Governance Board will oversee, modify, and approve the site budget. All AASD or private contract services will be covered by the AASD with the exception of transportation.
- b. Purchases: Tangible materials/equipment purchased by Charter Schools with grants or donor dollars will be the property of the Charter School and the AASD and will be labeled as such. If the materials/equipment purchased becomes outdated or inoperable, it will be the Charter School's responsibility to maintain and/or replace this material/equipment according to the District's specifications. If the Charter dissolves, the property reverts to AASD ownership.

All Charter Schools will receive the same level of support for materials/equipment. As such, when the District updates old technology or teaching materials with more current items, the District will do so for the Charter Schools at the same rate as all other schools

in the District. Example: If a Charter School purchases additional computers beyond the District's allocation for the building, it is the responsibility of the Charter School to maintain and/or replace them when they become incompatible with the District's operating programs.

- c. Personnel: Full-time Teacher Equivalent (FTE's) will be allocated to Hmong American Immersion School 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: The Hmong language curriculum will be developed with input and/or assistance from other Hmong Charter Schools and/or university personnel with the pertinent expertise. In addition, a quality core content curriculum at HAIS 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 Hmong American Immersion School will fall under the umbrella of the AASD's liability insurance.
- g. Co-curricular Activities: All HAIS students may participate in co-curricular activities at their host school site.
- 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 HAIS 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 HAIS to attend Hmong education workshops, Hmong culture experiences, and other professional development conferences that are aligned to the mission and goals of HAIS.
- m. Health and Safety: HAIS will rely upon AASD nursing staff and trained staff to provide the necessary resources. HAIS will abide by all local, state, and federal laws regarding health and safety standards.

14. Student Behavior and Discipline Model.

H AIS will adopt the district’s Instructional Response to Behavior (IRB) practices as a systematic approach to preventing and responding to discipline problems. IRB creates and maintains safe learning environments where teachers can teach, and students can learn.

- a. When further discipline steps become necessary, the discipline system for Hmong American Immersion School will consist of the following steps:
 - 1) Student contact within the classroom by the teacher will immediately address the inappropriate behavior.
 - 2) Student meeting after school or during recess to address the behavior and discuss appropriate alternative behaviors.
 - 3) Meet with student and parents to discuss continuing behavioral problems and potential solutions.
- b. The H AIS Governance Board reserves the right to create and/or approve an H AIS School Code of Conduct Policy.
- c. Behaviors that require suspension, removal from class (according to A ASD procedures and guidelines), and expulsion will be referred to the H AIS principal and all A ASD expulsion policies and procedures will be followed.

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

16. Tuition. H AIS shall not charge any tuition. H AIS may charge “activity fees” provided the A ASD Board of Education has approved the activities and corresponding fees in advance.

17. Audits. The A ASD usual and annual audit will include H AIS. The scope of the annual audit will be determined by the A ASD and conducted at the expense of the A ASD. H AIS will participate in all financial audits and comply with all audit procedures and requirements of the A ASD audit team as contracted by the A ASD Board of Education.

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

Annually A ASD Charter School Committee may review progress toward performance goals.

18. School Facilities and Liability Insurance.

- a. Facilities. The hosting site for HAIS is yet to be determined by AASD. 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 the operation of HAIS 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, HAIS 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 HAIS of any provision of this Agreement;
 - b) Failure by HAIS Governance Board to comply with all applicable law, relating to this Agreement or operation of HAIS, 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 HAIS Governance Board, or its employees or agents in connection with the performance of the obligations of Hmong American Immersion School Governance Board under this Agreement. The obligation of HAIS 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 Hmong American Immersion School 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 HAIS 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 HAIS 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 HAIS 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.** HAIS 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 HAIS 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.

HAIS 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. AASD policies governing the implementation of educational services for students with disabilities are applicable to HAIS. HAIS will follow the AASD policy and state law governing seclusion and restraint.

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

- a. AASD will provide employees to provide required IEP services to HAIS.
- b. HAIS shall implement IEP services as determined by the LEA through the IEP and IDEA referral and evaluation process, including 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. HAIS shall document the interventions as required through the Response to Intervention Process for use and consideration in all referrals under the IDEA.
- d. HAIS will cooperate with the LEA in all initial evaluation and re-evaluation processes.
- e. HAIS will assist in obtaining any required parental consent 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. HAIS will provide the LEA with any required data for IDEA self-assessment process in a timely fashion.
- g. HAIS shall provide appropriate notification to parents of all the LEA notices and procedural safeguards.
- h. HAIS implementation of the student IEPs shall follow the LEA AASD calendar, which will be provided to the HAIS annually. If the HAIS school calendar does not follow the LEA AASD calendar, IEP implementation shall follow the HAIS 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 HAIS in accordance with state requirements and sent upon request.
- k. The HAIS 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. HAIS 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 HAIS in CPI: Nonviolent Crisis Intervention Training rotation schedule.
- p. The District will invite the HAIS 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 **July 1, 2024**, 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 HAIS 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 HAIS deem appropriate.
- c. Termination by Board of Education. This Contract may be terminated by the AASD Board of Education if it finds that:
 - (1) HAIS has insufficient enrollment to successfully operate a charter school,
 - (2) If HAIS fails to comply with generally accepted accounting principles and standards of fiscal management,

- (3) If the students of HAIS have not shown sufficient academic progress using multiple measures. Students enrolled at HAIS 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 HAIS Governance Board and AASD.
 - (4) If students enrolled in HAIS 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 HAIS 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 HAIS will take to attain such educational goals within a reasonable timeframe. If the AASD Board accepts the written plan, or a modified plan, HAIS shall be allowed a reasonable time in which to correct the progress deficiencies.
 - (5) The HAIS 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) HAIS has failed materially to comply with Applicable Law,
 - (7) Any director, members, employee, or agent of HAIS has knowingly violated any statute, ordinance, or Board policy with respect to the operation of the Charter School,
 - (8) HAIS knowingly violates Section 118.40 of the Wisconsin Statutes governing charter schools,
 - (9) HAIS 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 HAIS, the AASD will provide written notice of the specific material default asserted and afford HAIS 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 HAIS 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 HAIS undertake corrective and remedial actions identified by the AASD. Termination of this Contract may be suspended by AASD upon compliance by HAIS 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 the 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 Hmong American Immersion School is put at actual risk thereby, the AASD Board of Education shall provide HAIS 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 HAIS pending further action.
- f. Termination by Hmong American Immersion School Governance Board. This Contract may be terminated by HAIS Governance Board if HAIS finds that any of the following have occurred:
 - (1) HAIS 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 HAIS 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.

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

21. Autonomy.

- a. HAIS 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, HAIS and the HAIS 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 – 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) Fundraising
- 10) Grade Promotion-- HAIS Governance Board may establish criteria

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

23. 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 Charter School: Dr. PaLee Moua, Board President
 Hmong American Immersion School
 2725 E Forest St.
 Appleton, WI 54915

With a copy to: Maikou Heu, Founding Partner
Hmong American Immersion School
2725 E Forest St.
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.

24. AASD and Charter School Liability. The parties agree that the establishment of HAIS 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 HAIS shall have no effect on the liability of HAIS other than those obligations specifically undertaken by HAIS under this Contract.

25. Miscellaneous.

- a. Governing Law. This Contract shall be governed by, 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 exceed classroom/building capacity as determined by the AASD Leadership Team and HAIS Board.
- 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:

Hmong American Immersion

Kay S. Eggert
President, Board of Education

Dr. Pa Lee Moua
Governance Board President

Date: _____

Date: _____

ATTEST:

ATTEST:

James Bacon
Board of Education Clerk

Sam Lee
Governance Board Secretary

Date: _____

Date: _____

Summary of Proposed Changes for

Hmong American Immersion School

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					
2					
3					
4					

Welcome

February 12, 2024



HAIS Governance Board

Executive Team

Dr. Pa Lee Moua

President, UWGB ED
Schreiber Institute for
Women's Leadership,
AASD Parent

Bill Curtis

Vice President, Retired
AASD Administrator

Sam Lee

Secretary, AASD Parent

Yvette Dunlap

Retired AASD Administrator

Rayon Brown

FVTC DEI Coordinator

Thong Xiong

FVTC Scholars for
Success Manager, Parent
of surrounding district

Dr. Pafoua Her

4Chi Business Solutions,
AASD Parent

Rita VanGroll

Retired FVTC Administrator

AASD HAIS Planning Team

- MaiKou Heu, Principal at Johnston Elementary
- Dr. Thai Xiong, Director of STEM 7-12 & HHP K-12
- Poyee Xiong, Associate Principal at James Madison Middle School



Academic Achievement Data

DPI School and District Report Card and Forward Exam

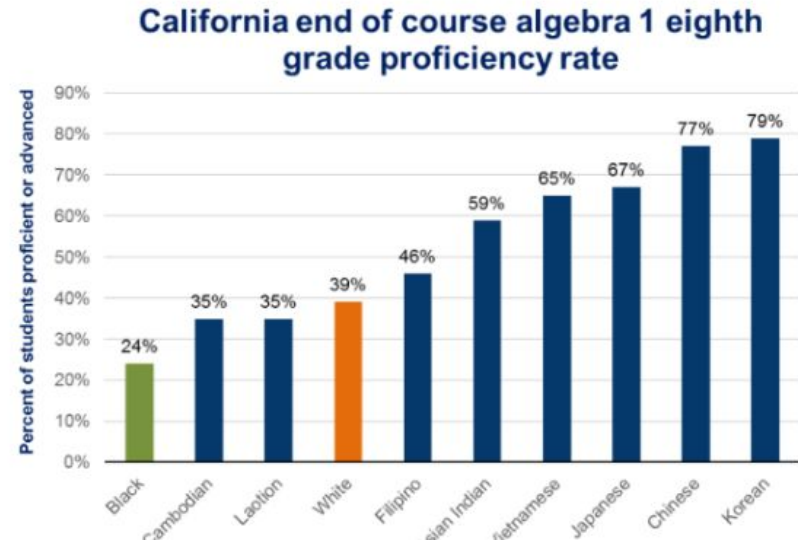
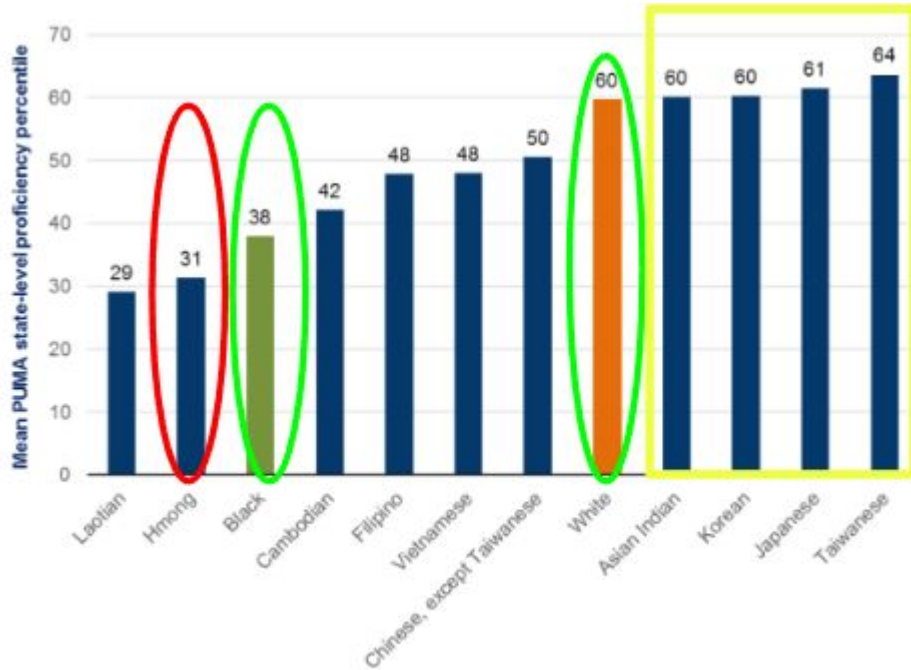
ELA and Mathematics are indicators of how well students are performing and can be disaggregated into subgroups to show student group achievement.

Table 1: Asian Subgroups

Subgroup	Ethnicity
East Asian	Taiwanese, Singaporean, Chinese, Korean, Japanese, Mongolian
South Asian	Asian Indian, Pakistani, Bangladeshi, Bhutanese, Nepalese, Sri Lankan
Southeast Asian	Malaysian, Indonesian, Filipino, Thai, Vietnamese, Burmese, Hmong, Cambodian, Hmong, Laotian
Native Hawaiian and Pacific Islander	Fijian, Guamanian or Chamorro, Mariana Islander, Melanesian, Micronesian, Marshallese, Native Hawaiian, Palauan, Papuan, Samoan, Tongan, Toke

“The most striking success of Asian-Americans, and the one most commonly highlighted in the media, is in educational attainment. While 36 percent of whites, 23 percent of blacks, and 16 percent of Hispanics have a bachelor’s degree or more, **54 percent of Asians do**. Furthermore, while 14 percent of whites have advanced degrees, **21 percent of Asian-Americans do**.” -Nathan Joo

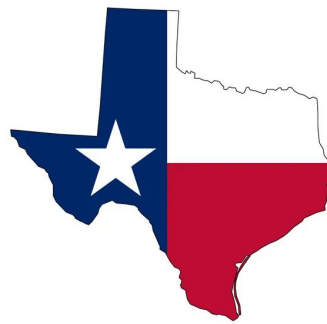
Indications of Hmong-American Student Achievement



Source: Author's calculations from ACS and Great Schools data.
 Note: Asian-American exam scores are stripped from our school quality measure.

BROOKINGS

Why is Hmong missing from the data?



Indications of Hmong-American Student Achievement

Table 4: 2021-22 WI Forward: Mathematics

WI Forward Exam: AASD Mathematics 2021-22							
Grade Level	<i>i.</i> 2021-22 %Prof/Adv AASD (38.9%)	<i>ii.</i> 2021-22 %Prof/Adv Asian AASD (31.6%)	<i>iii.</i> 2021-22 %Prof/Adv Asian Non-Hmong AASD (66.0%)	<i>iv.</i> 2021-22 %Prof/Adv Asian Hmong AASD (27.5%)	<i>v.</i> 2021-22 %Prof/Adv Black AASD (14.4%) (33.2% Gap)	<i>vi.</i> 2021-22 %Prof/Adv White AASD (47.6%)	<i>vii.</i> 2021-22 %Prof/Adv Statewide (40.2%)
Grade 3	44.8%	33.6%	67.9%	25.2% (30.2% Gap)	20.0% (35.4% Gap)	55.4%	48.4%
Grade 4	43.7%	29.5%	62.5%	17.4% (36.3% Gap)	16.7% (37.0% Gap)	53.7%	45.0%
Grade 5	47.1%	38.3%	82.4%	30.8% (24.5% Gap)	25.0% (30.3% Gap)	55.3%	46.0%

Student Achievement Post-Graduation

High School Graduation Rate

- The high school graduation rate for the 2022-23 school year is 86.7% for all students.
- The graduation rate for Asian students is 88% when compared to White (91.7%), American Indian (80.0%), Hispanic (73.6%), and Black (61.6%).
- The graduation rate for Asian Hmong students is 88% compared to Asian Non-Hmong students (89%).
- Similarly, the high school graduation rate for the 2021-22 school year is 86.5% for all students and the graduation rate for Asian students is 91.1%.
- **The graduation rate for Asian Hmong students is 93%** compared to Asian Non-Hmong students (87%). Overall, Hmong students have one of the highest graduation rates in terms of students of color.

Postsecondary Enrollment

- The Postsecondary enrollment for all students during the 2021-22 school year is 54.3% compared to 45.4% for Asian students.
- Of the 87 Asia Hmong students that graduated, 34 Hmong students (39%) enrolled in postsecondary education.
- In comparison, of the 26 Asian Non-Hmong students that graduated, 20 Non-Hmong students (77%) enrolled in postsecondary education.

The Hmong student graduation data and post-secondary data suggested that Hmong students have one of the highest high school completion percentages but the lowest post-secondary enrollment.

Panorama Student Engagement

Table 9: Fall 2022 to Spring 2023 Panorama

Panorama	Fall 2022 - Elementary				Spring 2023 - Elementary			
Topics	AASD	White	Black	Asian	AASD	White	Black	Asian
Supporting our Students in the Classroom	65%	67%	64%	60%	61%	63%	54%	56%
Student-Teacher Relationship	84%	84%	78%	82%	76%	77%	70%	75%
Sense of Belonging	68%	69%	57%	70%	62%	63%	50%	61%

Table 10: Fall 2023 Panorama

Fall 2023 Panorama: Supporting Students and Sense of Belonging	Percent Favorable
I see myself as part of my classroom environment.	63%
I see myself in the materials/books used in the classroom.	48%
I see people who are different from me in the books/materials used in my classroom.	59%
I feel like I belong at school.	73%

Sense of Belonging & Identity

Sense of belonging: A sense of belonging—the subjective feeling of deep connection with social groups, physical places, and individual and collective experiences—is a fundamental human need that predicts numerous mental, physical, social, economic, and behavioural outcomes. (National Institutes of Health)

Identity: The distinguishing character or personality of an individual (Merriam-Webster)

Research has shown that identity impacts sense of belonging.

HAIS Timeline & Enrollment

HAIS will opens Fall of 2025-2026

HAIS 5 Year Projected Enrollment					
Grade	Year 1 (2025-26)	Year 2 (2026-27)	Year 3 (2027-28)	Year 4 (2028-29)	Year 5 (2029-30)
4K	42	42	42	42	42
5K	42	42	42	42	42
Grade 1	25	42	42	42	42
Grade 2	25	25	42	42	42
Grade 3	20	25	28	42	42
Grade 4	n/a	20	28	28	42
Grade 5	n/a	n/a	25	28	28
Total	154	196	249	266	280

Sample Schedule

Period	Start	End	Minutes
Outside Supervision	8:10 AM	8:22 AM	12:00
Soft Landing	8:22 AM	8:30 AM	08:00
Math	8:30 AM	9:20 AM	50:00
Math Intervention/Enrichment	9:20 AM	9:50 AM	30:00
Recess	9:50 AM	10:20 AM	30:00
Reading	10:20 AM	11:20 AM	1:00:00
Reading Intervention	11:20 AM	11:50 AM	30:00
Lunch	11:50 AM	12:20 PM	30:00
Writing	12:20 PM	1:05 PM	45:00
Hmong Culture and Language	1:05 PM	1:50 PM	45:00
PE (Integration of Hmong sports, World sports & Fitness)	1:50 PM	2:20 PM	30:00
Hmong Fine Arts (Art & Music)	2:20 PM	2:50 PM	30:00
STEM	2:50 PM	3:20 PM	30:00

Instructional Focus of HAIS

- Rigorous Academic (Math, ELA, Science, and Social Studies)
 - Strategic planning and immersion of Hmong culture into the core content curriculum to show relevancy
 - Educators participate in training that prepares them to be culturally responsive to the application of Hmong culture in their classrooms
- Hmong Language, Art, Literacy, History, and Cultural Integration
- Integration of SEL and Social Justice in all content areas
 - Social and emotional
 - Self-awareness and identity
 - Advocating for self and a diverse community
- Family and Community Engagement
 - Family: Hmong cultural events
 - Work closely with parents to achieve a high level of complementary educational expectations between home and school
 - Community: partnership with Hmong organizations and other community organizations

HAIS Speak



Culturally Responsive Schools provide access for all students

Closing Remarks

We can all agree that our educational system is not set up for everyone to be successful. Identity is a direct connection to representation, value, and sense of belonging. We have to change and transform our educational system to close inequalities and the educational gap.