



**Monday, April 12, 2021
Board of Education Meeting**

**APPLETON AREA SCHOOL DISTRICT
BOARD OF EDUCATION MEETING**

Time: 6:00 PM

This meeting will be conducted as a virtual meeting due to the active COVID-19 public health emergency situation, meaning that multiple Board members may be participating in the meeting from remote locations through the use of communications technology and/or that public access to the meeting may be arranged through the use of technology.

In-person public appearances are suspended until further notice. Members of the media or general public may access the meeting via the live stream broadcast on the Appleton Area School District YouTube Channel: <https://www.youtube.com/channel/UChO-l09YGgt4uKnCWYvt8Pw>. For remote attendance via telephone, please dial: 1-312-626-6799 Meeting ID: 943 3418 8657 Any special needs or any requests for accommodations related to accessing the meeting should be sent to Clara Kopplinger, at kopplingerclar@aasd.k12.wi.us or (920) 832-6126, at least 24-hours in advance of the meeting. This would include any person for whom it would be burdensome or infeasible to use the primary method(s) of remote access established by the District.

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

1. Meeting Opening

Subject	A. Roll Call
Meeting	Apr 12, 2021 - Board of Education Meeting
Category	1. Meeting Opening
Type	Procedural

Subject	B. Pledge of Allegiance
Meeting	Apr 12, 2021 - Board of Education Meeting
Category	1. Meeting Opening
Type	Procedural

2. Approval of Agenda & Minutes

Subject	A. Approval of Agenda
Meeting	Apr 12, 2021 - Board of Education Meeting
Category	2. Approval of Agenda & Minutes
Type	Action

Recommended Action Motion to approve the Board Agenda

Motion & Voting

Motion to approve the Board Agenda as written.

Motion by Deborah Truymen, second by James Bowman.

Final Resolution: Motion Carried

Aye: Barry O'Connor, James Bowman, Kay Eggert, Deborah Truymen, Gary Jahnke, Kristine Sauter, James Clemons

Subject	B. Board Meeting Minutes from March 22, 2021
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Meeting	Apr 12, 2021 - Board of Education Meeting
Category	2. Approval of Agenda & Minutes
Type	Action, Minutes
Recommended Action	Motion to approve the Board Meeting Minutes from March 8, 2021.
Minutes	View Minutes for Mar 22, 2021 - Board of Education Meeting

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

Motion & Voting

Motion to approve the Board Meeting Minutes from March 22, 2021.

Motion by James Clemons, second by Gary Jahnke.

Final Resolution: Motion Carried

Aye: Barry O'Connor, James Bowman, Kay Eggert, Deborah Truymen, Gary Jahnke, Kristine Sauter, James Clemons

3. Special Presentations

Subject	A. Student Board Representative Update: Clara Weed, North High School
Meeting	Apr 12, 2021 - Board of Education Meeting
Category	3. Special Presentations
Type	Report

Subject	B. Special Presentation: Birth-Five Outreach - Week of the Young Child
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Meeting	Apr 12, 2021 - Board of Education Meeting
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Category	3. Special Presentations
Type	Information, Presentation

File Attachments

[Birth-Five Outreach.pdf \(4,636 KB\)](#)

4. Public Input

Subject	A. Public Input
Meeting	Apr 12, 2021 - Board of Education Meeting
Category	4. Public Input
Type	Procedural

Public Input:

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

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

Policy References:

[Board Policy and Rule 187 - Public Input at School Board and Board Subcommittee Meetings](#)
[Board Policy 189 - Virtual Board Meetings in Emergency Situations](#)

File Attachments

[Public Comment - April 12, 2021.pdf \(41 KB\)](#)

5. Reports

Subject	A. Business Services Committee Report: Outagamie County Sales Tax Distribution for Second Half of 2020; North High School Stadium Naming Rights
Meeting	Apr 12, 2021 - Board of Education Meeting
Category	5. Reports
Type	Information, Report

Committee Chair Jim Bowman will report on the Personnel Services Committee Meeting held on Tuesday, March 23, 2021.

Subject

B. Personnel Services Committee Report: Leaves of Absence Recommendation; Staffing Update

Meeting Apr 12, 2021 - Board of Education Meeting

Category 5. Reports

Type Information, Report

Committee Chair Deb Truymen will report on the Personnel Services Committee Meeting held on Tuesday, March 23, 2021.

Subject C. Programs & Services Report: Barry O'Connor will report on Fox Cities Leadership Academy Charter Contract Renewal; Stephen Foster Elementary Charter School Contract Renewal; School Wellness Policy Evaluation Tool: Action for Healthy Kids School Health Index Report

Meeting Apr 12, 2021 - Board of Education Meeting

Category 5. Reports

Type Information

Committee Chair Barry O'Connor will report on the Programs & Services Committee Meeting held on Thursday, March 25, 2021.

Subject D. Policy Review Committee Report: Policy Revisions - Naming School District Facilities - 940

Meeting Apr 12, 2021 - Board of Education Meeting

Category 5. Reports

Type Information, Report

Committee Chair Kay Eggert will report on the Policy Review Committee Meeting held on Thursday, April 8, 2021.

File Attachments
[CURRENT 940 - Naming School District Facilities.pdf \(50 KB\)](#)
[DRAFT 940 - Naming School District Facilities.pdf \(69 KB\)](#)

Subject E. Safe and Resilient Return Report: Dr. Baseman and members of the Leadership Team will report on current matters relating to the Safe and Resilient Return.

Meeting Apr 12, 2021 - Board of Education Meeting

Category 5. Reports

Type Discussion, Information, Report

File Attachments
[BOE Report 4-12-2021.pdf \(1,408 KB\)](#)

6. Board Business

Subject	A. Potential Updates to Safe and Resilient Framework (Secondary Learning Model Options)
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Meeting	Apr 12, 2021 - Board of Education Meeting
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Category	6. Board Business
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Type	Action, Discussion
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Motion & Voting

Motion to table any update to the Safe and Resilient Return Framework until the Special Board Meeting that will be held the week of April 19, 2021, at which time the Board of Education will take action to either affirm the current Secondary (7-12) Learning Model or approve an updated Secondary (7-12 Learning Model.

Motion by James Clemons, second by Gary Jahnke.

Final Resolution: Motion Carried

Aye: Barry O'Connor, James Bowman, Kay Eggert, Deborah Truymen, Gary Jahnke, Kristine Sauter, James Clemons

7. School Services/Student Services Items

Subject	A. Fox Cities Leadership Academy Five-Year Contract Renewal
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Meeting	Apr 12, 2021 - Board of Education Meeting
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Category	7. School Services/Student Services Items
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Type	Action
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File Attachments

[Item for Consideration ~ Fox Cities Leadership Academy Five-Year Contract Renewal.pdf \(130 KB\)](#)

[Fox Cities Leadership Academy Charter School Contract.pdf \(670 KB\)](#)

Motion & Voting

Motion to table Items 7A-B until the Regular Meeting of the Board of Education on April 26, 2021.

Motion by James Clemons, second by Gary Jahnke.

Final Resolution: Motion Carried

Aye: Barry O'Connor, James Bowman, Kay Eggert, Deborah Truymen, Gary Jahnke, Kristine Sauter, James Clemons

Subject	B. Foster Elementary Five-Year Charter Contract Renewal
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Meeting	Apr 12, 2021 - Board of Education Meeting
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Category	7. School Services/Student Services Items
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Type	Action
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File Attachments

[Item for Consideration ~ Foster Elementary Five-Year Charter Contract Renewal.pdf \(94 KB\)](#)

[Stephen Foster Elementary Charter School Contract.pdf \(670 KB\)](#)

8. Business Services Items

Subject	A. AP Check Register March 2021
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Meeting	Apr 12, 2021 - Board of Education Meeting
Category	8. Business Services Items
Type	Action
Recommended Action	Approval

AP Check Register for March of 2021 - recommend approval.

Motion & Voting

Motion to approve Items 8A-B as submitted.

Motion by James Clemons, second by James Bowman.

Final Resolution: Motion Carried

Aye: Barry O'Connor, James Bowman, Kay Eggert, Deborah Truymen, Gary Jahnke, Kristine Sauter, James Clemons

Subject **B. Grants 2020-2021**

Meeting	Apr 12, 2021 - Board of Education Meeting
Category	8. Business Services Items
Type	Action
Fiscal Impact	Yes

List of current Grants and corresponding documentation.

File Attachments

[Grant Supporting Documenation April 12, 2021.pdf \(229 KB\)](#)

[IFC-Grants-4-12-2021.pdf \(111 KB\)](#)

Subject **C. North High School Stadium Naming Rights**

Meeting	Apr 12, 2021 - Board of Education Meeting
Category	8. Business Services Items
Type	Action
Fiscal Impact	Yes
Recommended Action	Approval

Discuss Naming Rights for Appleton North High School

File Attachments

[IFC - North High School Stadium Naming Rights .pdf \(296 KB\)](#)

[North Stadium Entrance Design.pdf \(561 KB\)](#)

Motion & Voting

Motion to approve the North High School Stadium Naming Rights proposal as presented.

Motion by James Clemons, second by James Bowman.

Final Resolution: Motion Carried

Aye: Barry O'Connor, James Bowman, Kay Eggert, Deborah Truymen, Gary Jahnke, Kristine Sauter, James Clemons

9. Personnel Services Items

Subject	A. Professional Educator New Hires
Meeting	Apr 12, 2021 - Board of Education Meeting
Category	9. Personnel Services Items
Type	Action
Recommended Action	Approval

File Attachments

[IFC Professional Educator New Hires 4-12-21.pdf \(14 KB\)](#)

Motion & Voting

Motion to approve Items 9A-D as submitted.

Motion by Deborah Truymen, second by Gary Jahnke.

Final Resolution: Motion Carried

Aye: Barry O'Connor, James Bowman, Kay Eggert, Deborah Truymen, Gary Jahnke, Kristine Sauter, James Clemons

Subject	B. Professional Educator Contract Changes
Meeting	Apr 12, 2021 - Board of Education Meeting
Category	9. Personnel Services Items
Type	Action

File Attachments

[IFC Professional Educator Contract Changes 4-12-21.pdf \(17 KB\)](#)

Subject	C. Professional Educator Resignations
Meeting	Apr 12, 2021 - Board of Education Meeting
Category	9. Personnel Services Items
Type	Action

File Attachments

[IFC Professional Educator Resignations 4-12-21.pdf \(10 KB\)](#)

Subject	D. Leaves of Absence
Meeting	Apr 12, 2021 - Board of Education Meeting
Category	9. Personnel Services Items
Type	Action

File Attachments
[IFC-Leaves of Absence Recommendation.pdf \(8 KB\)](#)

Subject	E. Administrative Transfer
Meeting	Apr 12, 2021 - Board of Education Meeting
Category	9. Personnel Services Items
Type	Action

File Attachments
[IOI - Administrative Transfers.pdf \(6 KB\)](#)

10. Items of Information

Subject	A. School Wellness Policy Evaluation Tool: Action for Healthy Kids School Health Index Report
Meeting	Apr 12, 2021 - Board of Education Meeting
Category	10. Items of Information
Type	Information

File Attachments
[Item of Information ~ School Wellness Policy Evaluation Tool - Action for Healthy Kids School Health Index Report.pdf \(255 KB\)](#)
[AASD Annual Wellness Report 2019-20.pdf \(285 KB\)](#)

Subject	B. April 6, 2021 School Board Election Unofficial Results
Meeting	Apr 12, 2021 - Board of Education Meeting
Category	10. Items of Information
Type	Information

File Attachments
[ITEM OF INFORMATION - School Board Member Election 2021.pdf \(33 KB\)](#)

11. Future Meetings

Subject **A. Programs and Services Committee Meeting: Thursday, April 15, 2021, 7:45 AM, Remote**

Meeting Apr 12, 2021 - Board of Education Meeting

Category 11. Future Meetings

Type Information

Subject **B. Policy Review Committee Meeting: Thursday, April 15, 2021, 10:00 AM, Remote**

Meeting Apr 12, 2021 - Board of Education Meeting

Category 11. Future Meetings

Type Information

Subject **C. Next Board Meeting: Monday, April 26, 2021, 6:00 PM, Remote**

Meeting Apr 12, 2021 - Board of Education Meeting

Category 11. Future Meetings

Type Information

Subject **D. Business Services Committee Meeting: Tuesday, April 27, 2021, 7:30 AM, Remote**

Meeting Apr 12, 2021 - Board of Education Meeting

Category 11. Future Meetings

Type Information

Subject **E. Personnel Services Committee Meeting: Tuesday, April 27, 2021, 9:00 AM, Remote**

Meeting Apr 12, 2021 - Board of Education Meeting

Category 11. Future Meetings

Type Information

12. Adjourn

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

Meeting Apr 12, 2021 - Board of Education Meeting

Category 12. Adjourn

Type Action, Procedural

Motion & Voting

Motion to adjourn the meeting at 9:03 PM.

Motion by James Bowman, second by Barry O'Connor.

Final Resolution: Motion Carried

Aye: Barry O'Connor, James Bowman, Kay Eggert, Deborah Truymen, Gary Jahnke, Kristine Sauter, James Clemons

AASD
Birth-Five
OUTREACH

The logo features the text 'AASD Birth-Five OUTREACH' centered on a white background. 'AASD' is in black, 'Birth-Five' is in red, and 'OUTREACH' is in black. Behind the text are four grey silhouettes of children in various active poses. The design is decorated with several large, colorful circles (teal, lime green, orange, yellow, and green) and dashed lines in corresponding colors, creating a playful and dynamic feel.

It's Week of the Young Child 2021!



 **Community
Early Learning Center**
Fox Valley

 **bridges**
Child Enrichment Center

UW OSHKOSH
HEAD START

Appleton Even Start Family Literacy



 **Early Intervention Program**
Outagamie & Winnebago Counties
"Supporting Families to Help Their Children Learn and Grow"

 **Appleton**
COMMUNITY 4K

Our Birth-Five Outreach Team



- **Kristie George** – Resource Coordinator & Substitute Even Start Preschool teacher
- **Michelle Campbell** – Resource Coordinator & Developmental Screener
- **Rhonda Dohms** – Resource Coordinator, PAT Home Visitor & ECH Spanish Interpreter
- **Danielle Tzakais** – Birth-Five Admin Assistant
- **Pamela Franzke** – Title I & Birth to Five Outreach Coordinator; Even Start Family Literacy & Homeless/Foster Care Director

Our Mission & Vision

To connect and engage families with young children ages 0–5 to opportunities within their school & local community in support of school readiness and healthy development



- © Offer an inclusive network of family care services, school information, and community support
- © Build positive relationships with families by offering connections to school and community resources early in a child's life
- © Create and foster community connections from birth while empowering young families

AASD Early Childhood Programming we serve and support:



Appleton Even Start Family Literacy



Parents as Teachers.



- ◎ **Appleton Community 4K**
- ◎ **Appleton Even Start Family Literacy**
- ◎ **Parents As Teachers – home visiting**
- ◎ **Title I Three Year Old Preschool**
- ◎ **Early Childhood Special Education**
- ◎ **3–5 Developmental Screenings**
- ◎ **Diagnostic Center**

What does Birth-Five offer in our community?

- © **Welcome Visits**
- © **Weekly Playgroups** (Virtual for 2020-21)
- © **Monthly Events** (Virtual for 2020-21)
- © **Birth-Five Facebook Community**
- © **Support with Developmental & Universal Screenings**
- © **Summer Programming**
- © **Community Partners Collaboration**
- © **Take 5 To Help Me Thrive**



Weekly Playgroups

for parents, caregivers and children

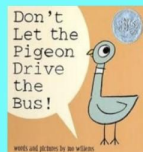


Weekly Playgroups:

What do these look like virtually?



Don't Let the Pigeon Drive the Bus
Words and Pictures by Mo Willems



Rhonda Dohms



Activity Bag

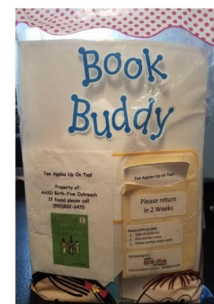
Today I Learned Through Play Sheet



LITERACY BAGS INCLUDE

- A BOOK
- LEARNING ACTIVITIES
- ART PROJECT

DESIGNED TO BE
COMPLETED TOGETHER



Monthly Events

for parents, caregivers and children



Monthly Events:

What do these look like virtually?



Summer Playgroups: *In Person and/or Virtually*



Messy Play with Ms. Rhonda

Join Ms. Rhonda for Messy Play this week! Check out fun videos on Tuesday and Thursday mornings during our Virtual Summer Adventures with Birth-Five Outreach!...

41 weeks ago · 1.5K Views



5

...



Dino Discoveries with Ms. Michelle!

Join Ms. Michelle for Dino Discoveries this week! Check out fun videos on Tuesday and Thursday mornings during our Virtual Summer Adventures with Birth-Five Outreach! 🦖🦕🦖🦕...

40 weeks ago · 549 Views



5

...



Go on a Bear Hunt with Birth-Five and the Building for Kids!

Join Ms. Jessica for a Bear Hunt this week with the Building for Kids Children's Museum! 🐻🐻🐻

38 weeks ago · 263 Views



1

...

Check out our [full playlist](#) of Virtual Summer Adventures on our Facebook page!

Collaborating with Community Partners

Appleton
Public Library



AASD Birth-Five Outreach
Published by Kylie McGowan Harwell · March 16 at 2:17 PM ·

Join Birth-Five Outreach, Appleton Community 4K, and Appleton Public Library for our Adventures in Literacy Land virtual event featuring healthy movement, stories, songs, and more.

This is a FREE virtual event for families with children ages birth to five.

REGISTER by MARCH 16th to receive the link in order to attend.
Registered families will receive an activity bag after the event.
Contact the AASD Birth-Five Team at (920) 832-6470 to register...TODAY!

Please leave your name, your child's name and age, your phone number, and your email.

Adventures in Literacy Land

AASD Birth – Five Outreach, Appleton Community 4K and Appleton Public Library would like to invite you to some adventures in literacy.

(For families with children birth to five years old.)

Adventures on a pirate ship...

Adventures under the sea...

AASD Birth-Five Outreach shared a video from the playlist BFK At Home.
Published by Birthto FiveOutreach · July 28, 2020 ·

Check out our collaboration with BFK!!

Curious Explorer's Pouch

Building for Kids Children's Museum posted a video to playlist BFK At Home.
July 23, 2020 ·

Do you have a curious little one in your life? Join Ms. Kim and our friends from **AASD Birth-Five Outreach** for a new, fun way to help your child explore!



How we continue to support our community...

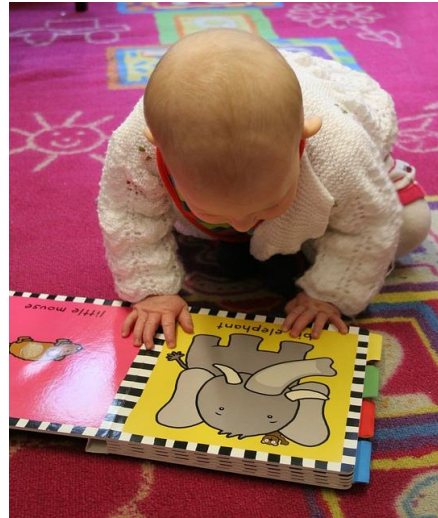
- ◎ **Welcome Visits** (Conducted via phone, Google Meet/Zoom)
- ◎ **Two Virtual Playgroups every Tuesday**
- ◎ **Monthly Events** (all virtual, posted for EC students on Canvas, uploaded to our website, activity bag distribution)
- ◎ **Social Media/Communication** (Remind text alerts, monthly emails to families with Community Resources)
- ◎ **Support with Screenings** (ASQ3, ASQSE2, follow-up meetings)
- ◎ **Summer Programming** (Conducted via Zoom)
- ◎ **Collaborating with Community Partners** (virtual recordings)
- ◎ **Take 5 to Help Me Thrive Program** (expanded to all newborns)



What we've learned...

- © The need for our programming is **REAL**; grateful families, parents, children
- © **Deeper Connections**
- © **How do we continue to support?**
- © **Time, staffing, support of schools**
- © **Technology support & challenges, meeting needs of families, interaction**

What questions do you have?



Public Input - April 12, 2021

The Board of Education values the opportunity to receive input from our stakeholders. Comments submitted through this form will be considered public and will be published to the District's BoardDocs site as an attachment to the agenda. It is your responsibility to review the guidelines and responsibilities established by Board Policy and Rule 187 - Public Input at School Board Meetings, to ensure your comments are in compliance.

Comments that introduce complaints or concerns that are directed toward and that identify individual staff members or individual students are not permissible (such complaints or concerns should be channeled through the AASD Complaint Procedure as outlined in Policy 870 and 870-Rule). The Board reserves the right to exclude from publication any comment that does not adhere to established rules, is unduly repetitive of previous comments, is obscene, threatening, harassing, or defamatory, or otherwise disorderly.

Email address *

britishamericanmum@gmail.com

First Name: *

Jennie

Last Name: *

Barclay

Address: *

2002 N Harriman St

City, State, Zip: *

Appleton, WI 54911

Subject: *

Increase High School Learning & Decrease Masks.

Public Comment for Publication *

Dear Board of Education.

I continue to ask for more in-person education at the high school level. My sophomore is in school for only 18 hours a week total, with no teacher interaction on Wednesdays. This is not acceptable.

I also would like masks to be optional for children when they are outside, as is the case in other local districts like Little Chute.

What will the mask policy be for summer school? I signed my sons up for outdoor sports and I am not comfortable with them wearing a mask outside during summer when doing physical activity. Teachers and families will be vaccinated by summer if they chose to be, so I would like to see masks be optional inside the building during summer school. So much time in masks is psychologically damaging our children.

This form was created inside of AASD.

Google Forms

NAMING SCHOOL DISTRICT FACILITIES

Naming of School District facilities is the responsibility of the Board of Education and shall be by majority vote of the entire Board.

1. A school community may wish to name part of their facility, such as an auditorium, a room, or athletic field.
 - The school community will develop the process of suggesting a name and a place. The suggested name will then be presented to the Board by the school principal.
 - The Board will ask that the person whose name is suggested, be of exemplary moral character and be held in high regard by the school community.
 - If the nominee has been an employee of the District, that person must no longer be an active employee.
 - If the person who is being honored is living, the Board should seek the person's written permission before naming the chosen place.
 - An appropriate plaque commemorating the individual's relationship to the school should be placed onsite, so that future generations of students, parents, and faculty will understand and appreciate the dedication's meaning.

2. A District facility may be named. Some examples are, but are not restricted to, a facility that is newly constructed; remodeled; or turned into an educational facility after previous use for a different purpose. A facility might be named after a geographic location and/or a section of the District that it serves. The name might have national or local historical significance. Facilities may also be named after major contributors to the School District without whom new facilities would not have been possible.
 - The Board may solicit suggested names from the public, including students, staff, and residents of the community. Suggested names should include the rationale for nomination. If persons are nominated, they should be of exemplary moral character, have made an outstanding contribution to education, humanity or the District's community, have displayed outstanding leadership, or be a person of historical significance.
 - If the nominee has been an employee of the District, that person must no longer be an active employee. The Board of Education has the discretion to waive this requirement on an individual basis.
 - If the person who is being honored is living, the Board should seek the person's written permission before naming the chosen facility.
 - An appropriate plaque should be placed onsite.

Adoption Date: May 24, 2004

Amended Date: April 23, 2007

NAMING SCHOOL DISTRICT FACILITIES

The names of school district facilities can be very meaningful. A school or district facility's name is often intended to represent its character, history, or goals and aspirations. As public buildings in which the entire community makes an investment, its name may also represent an attempt to reflect its connections to the broader community. Sometimes particular areas of school buildings (such as libraries or auditoriums) or district properties other than school buildings (such as athletic facilities) are separately named. Often, proposals to name such areas or separate facilities are an attempt to recognize an individual who has gained local prominence for his/her achievements or other contributions to the community.

Naming of School District facilities is the responsibility of the Board of Education and shall be by majority vote of the Board. Community input is desired and highly valued; however, the Board has final authority over the name of any District facility.

The following criteria shall be considered when evaluating any proposed name:

- The manner in which the proposed name reflects the mission, vision and ideals of the District.
- The extent to which the proposed name will have significant meaning to the Appleton Area School District community.
- The extent to which the name is likely to retain significance for future students and other future members of the Appleton Area School District community.
- The extent to which the name compliments and does not conflict or cause confusion with the names of other District facilities or other nearby public or private schools.
- For proposed names that are names of persons, the following additional criteria shall be considered:
 - The nominee is of exemplary moral character
 - The nominee has made an outstanding contribution to education, humanity, has displayed outstanding leadership, or is a person who has gained historical or local prominence for his/her achievements or other contributions to the community.
 - If the nominee has been an employee of the District, that person must no longer be an active employee. The Board of Education has the discretion to waive this requirement on an individual basis.
 - If the nominee is living, written permission should be obtained from the individual.
 - If the nominee is deceased, written permission should be obtained from the individual's family when possible.

Naming School Buildings

School buildings which may be named include, but are not limited to, a school that is newly constructed; remodeled; or converted from a facility previously used for a different purpose.

- The Board may solicit potential names from the public, including students, staff and residents of the community.
 - Suggested names shall be submitted in writing to the Board and include the rationale for the proposal.
- Proposals should minimally address the criteria referenced above.
- The Board may solicit community input on proposed names prior to a final decision by the Board.

Naming Major Facilities Other Than School Buildings

In circumstances where a major district facility needs to be named, the following procedure shall be followed:

- Proposals shall be submitted in writing to the Superintendent.
 - The proposal will include rationale for the recognition.
 - If the rationale includes recognition for financial contributions, it should also be evaluated under Policy 851.1 – Sponsorship Policy.
- The Superintendent or his/her designee will evaluate the proposal according to the criteria referenced above and make a recommendation to the Board to either consider the proposed naming or to take no action on the proposal.
- The Board may solicit community input on proposed names prior to a final decision by the Board.
- The Board will vote on the recommendation.

Naming Other Areas Within a School or Within a District Facility

A school community may wish to name a part of their facility, such as an auditorium, a room, or an athletic field. In such circumstances, the following procedure shall be followed:

- Proposals to name a part of a facility shall be submitted in writing to the building principal (or Superintendent if the area is not in a school).
 - The proposal will include rationale for the recognition.
 - If the rationale includes recognition for financial contributions, it should also be evaluated under Policy 851.1 – Sponsorship Policy.
- The building principal, working in conjunction with the Superintendent or his/her designee (or the Superintendent) will evaluate the proposal according to the criteria referenced above and make a recommendation to the Board to either consider the proposed naming or to take no action on the proposal.
- The Board will vote on the recommendation.
- If there is doubt as to whether an area proposed to be named should be considered a “major facility” and receive public input, the Superintendent shall bring that question to the Board.

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

Renaming Facilities

Once a school or other major District facility has been named, it shall not be renamed except for compelling reasons as determined by the Board.

In circumstances of a renaming request, the following procedure shall be followed:

1. A written request shall be submitted to the School Board during a regular school board meeting.
 - a) This request can come from the superintendent, a board member, a school-initiating entity (e.g., PTA, students, staff members, alumni) or residents of the District.
 - b) The request shall include a statement of the reason for the request.
2. The School Board will decide by majority vote whether to accept the request, refer the request to the Superintendent for further review, or deny the request.
3. If the School board votes to accept the request, the Superintendent will develop a process for gathering community input/feedback on the request.
4. Using the community's input, the Superintendent will submit a recommendation to the Board.
 - a) This may be a recommendation of a new name, a recommendation to engage in a process to solicit proposals for a new name, or a recommendation to keep the existing name.
 - b) If a new name is recommended, that name should meet the criteria referenced above.
 - c) If the recommendation approved by the Board is to engage in a process to solicit proposals for a new name, the procedures referenced in Naming School Buildings shall be utilized.
5. The Board will vote on the Superintendent's recommendation.

Cross References: Sponsorship Policy and Rule, 851.1

Adoption Date: May 24, 2004

Amended Date: April 23, 2007; _____

Safe and Resilient Return Report

Board of Education Meeting

April 12, 2021



APPLETON AREA
— SCHOOL DISTRICT —



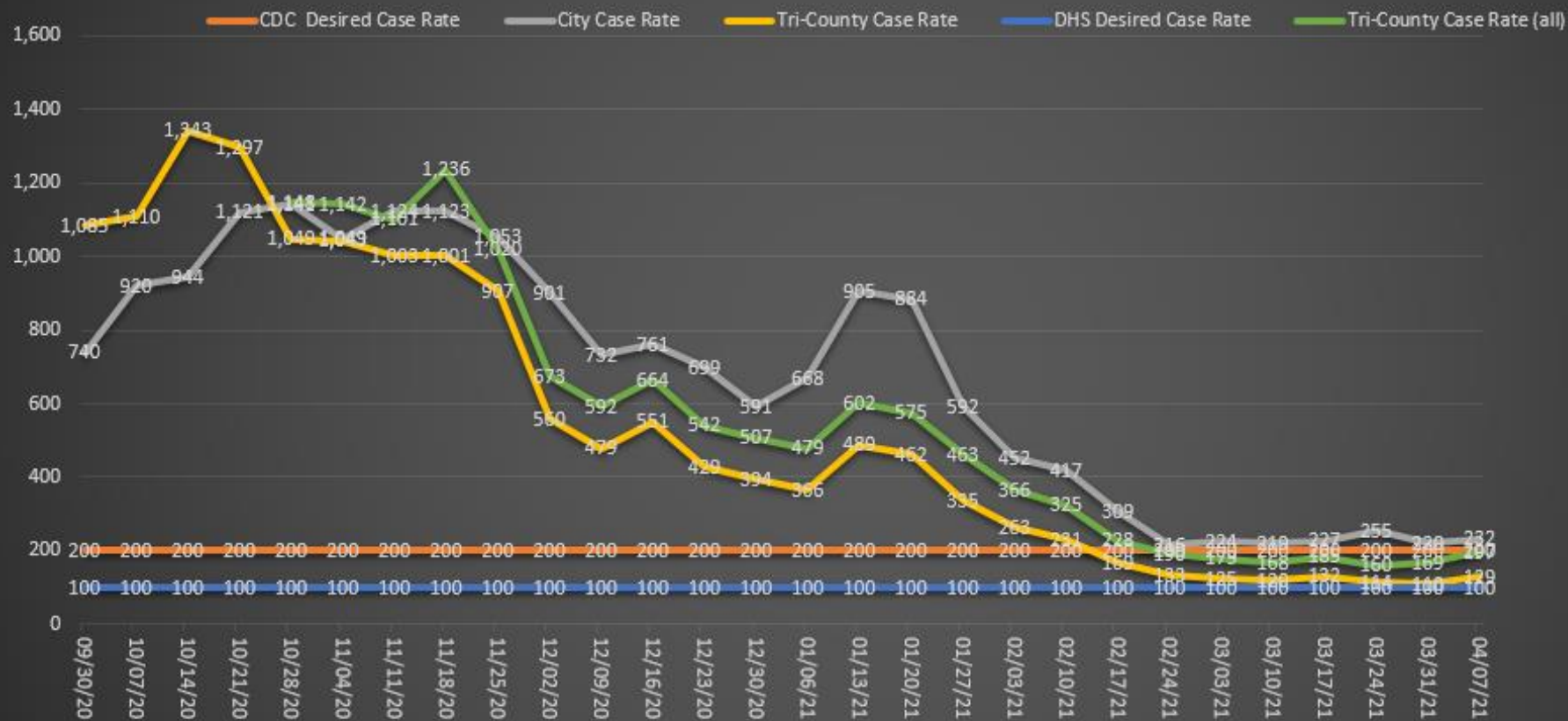
Agenda

- **External/Internal Matrix Data Review**
- **Current 7-12 Learning Model**
 - **FAQ**
 - **Use of ESSER Dollars**
 - **Timeline**
- **Clarifying Questions**



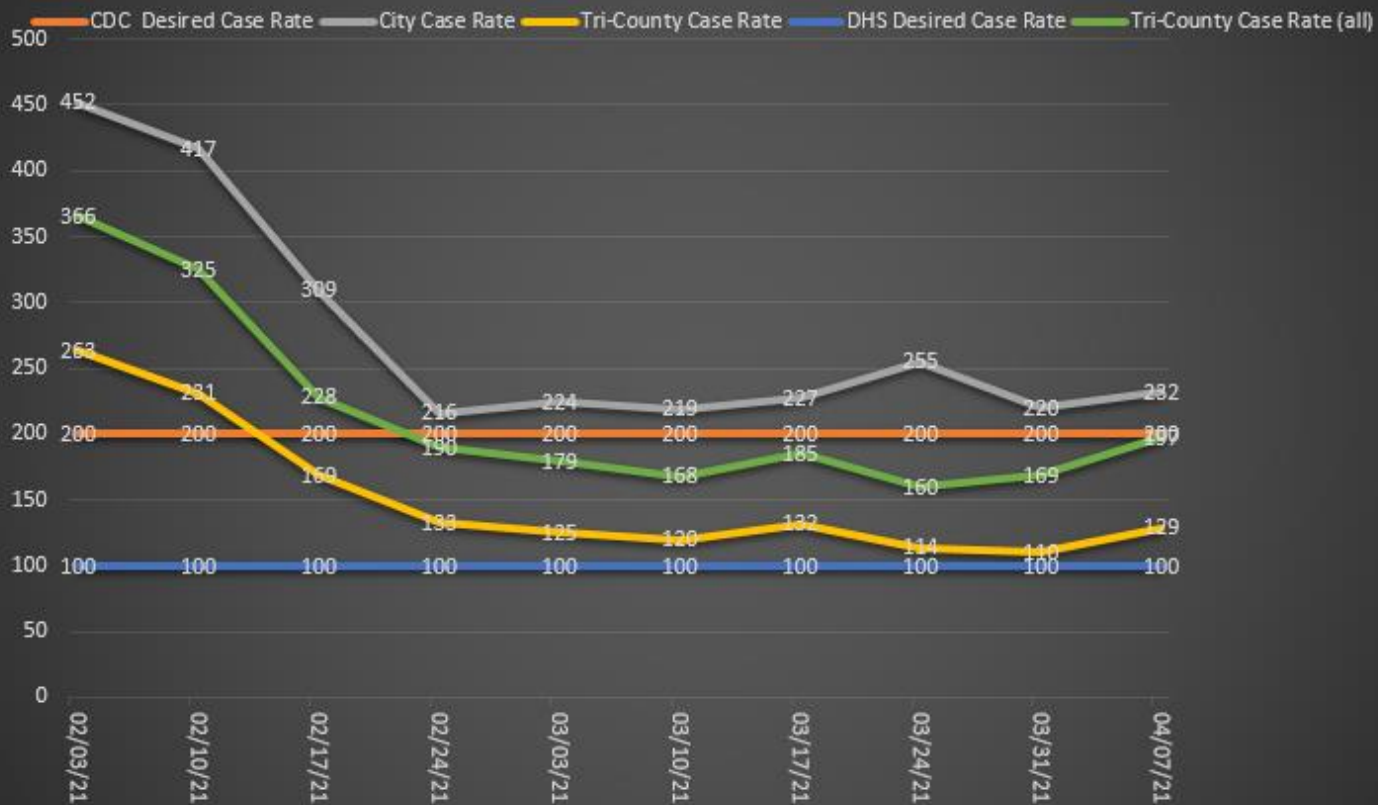
Primary Indicators	Risk Level	Current Status	3-Week Trend (increase/decrease must be +/- 10%)
New Cases - City of Appleton within the last 14 days (burden).	To move from the CDC's <i>Highest Risk</i> of Transmission in Schools level to <i>Higher Risk</i> the burden must be less than 200 .	232 cases per 100,000 people	No Change (255 to 220 to 232)
New Cases - Tri-County region within the last 14 days (burden).	To move from the DHS' <i>High Risk</i> level to <i>Moderately High</i> the burden must be less than 100 .	129 cases per 100,000 people	Increasing (114 to 110 to 129)
Ability to implement 5 key mitigation strategies (mask, social distance, hand hygiene, disinfecting, contact tracing)	To remain in the CDC's Lowest Risk level we must implement all 5 strategies correctly and consistently.	All 5 strategies are being implemented correctly and consistently	N/A

Case Rate (Burden)





Case Rate (Burden)



Secondary Indicators (Internal)	Goal	Current Status	3-Week Trend (increase/decrease must be +/- 10%)
Staffing - Substitute Pool	85% of last year's sub pool	75% of last year's sub pool	No Change (75% to 75% to 75%)
New Cases - Weekly total for in-person staff and students	14 new cases in one week is the equivalent of a 200 burden for our district's in-person staff and student population.	1 new cases	Decreasing (17 to 22 to 1)
New Quarantines - Weekly total for in-person staff and students	No change or decreasing for our district's in-person staff and student population.	17 new quarantines	Decreasing (56 to 95 to 17)

*The current status reflects students and staff having been on spring break during this week.

Staff and Students Positive Cases and Quarantines

Total # New
Cases

1

Students 1

Staff 0

Total # New
Quarantines

17

Students 13

Staff 4

Total New
Cases %

.00%

Students .00%

Staff .00%

Total New
Quarantine %

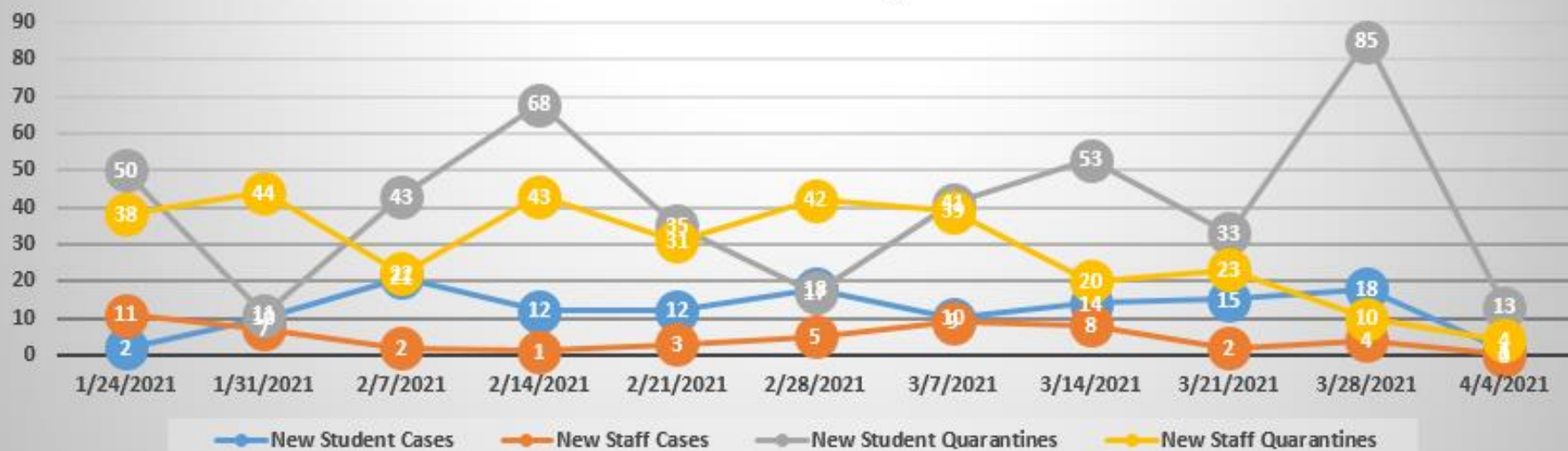
.12%

Students .11%

Staff .21%



COVID-19 Activity Level





Questions





Safe and Resilient Return Framework

Current 7-12 In-Person Learning Model



Current 7-12 In-Person Learning Model

Grades 7-12 are in a 4 days per week in-person schedule.

Wednesdays are fully virtual to provide for academic progress monitoring, direct virtual student support (both in person and fully virtual students), and instructional planning for all students in both learning models.



Current 7-12 In-Person Learning Model

How did the first week of increased in-person learning go in our middle schools and high schools?



FAQ for Current 4 Day In-person Model

How do teachers use Canvas to support fully-virtual learning for students?

Teachers plan lessons that are available in Canvas.

Lessons in Canvas typically include:

- Learning targets that have been identified by the teacher and are aligned to essential learning outcomes in each course,*
- Activities geared toward helping students activate prior knowledge created by the teacher,*
- Teacher created videos or teacher compiled reading materials to help students learn new information,*
- An activity to help students engage with the new learning while allowing teachers to assess what students have learned (online discussions, quick quizzes, etc.)*



FAQ for Current 4 Day In-person Model

How do teachers use webcams to support fully-virtual learning for students?

Teachers use webcams to allow students at home to view the other students, and sometimes the teacher, who are physically present in the classroom.

- It's important to note that while the webcams allow students to observe and hear what is happening in the physical classroom, engaging virtual students fully in instruction is far more complicated than simply turning on the webcam.*
- Instruction has moved beyond a teacher at the front of the classroom lecturing to their students. Our staff spends hours thoughtfully planning the best activities to use to allow fully virtual students to engage with their in-person peers in meaningful ways that match the demands of the learning target.*
- Staff use their webcams in conjunction with breakout rooms in Google Meets, facilitate classroom discussions between in-person and fully virtual students, and often have to plan different activities to accommodate the needs of virtual and in-person students within the same class.*



FAQ for Current 4 Day In-person Model

If synchronous teaching is happening simultaneously for in school students as well as virtual students, why is the afternoon set aside on Wednesday for teachers to reach out to virtual students?

While students who are learning virtually can join their classes/Google Meets, joining virtually does not always offer the same opportunities for engagement as being in the class in person. Wednesday afternoons are available for staff to meet with all students who need support. This includes students who are learning virtually, as well as students who are receiving in-person instruction.

Why does the current 4 day in-person block schedule at the high school look so different from the pre-pandemic schedule?

Back in August, the high school administrators gathered to create a course schedule that would best meet the needs of all students, in multiple learning models, during the pandemic, while having no increase in staffing and not providing a high school version of EVS.

The schedule was focused on providing maximum safety for all students while also providing necessary flexibility and the ability to pivot between multiple learning models. The secondary guiding principles are included [here](#). The schedule does look very different from prior years but the actual minutes of access through direct instruction and student support time are about the same as the pre-pandemic schedule.



FAQ for Current 4 Day In-person Model

Do teachers still have their regular prep time during each day to prepare lessons on Canvas?

Yes. However, preparing lessons with meaningful activities, materials, and assessments that are readily accessible to both in-person and fully virtual students is extremely challenging and requires additional time to manage. Each course a teacher is responsible for requires separate planning and entry into Canvas.

Why were Student Support Times created? Would it be more effective to have students in class during those times where they would be more likely to complete their assignments? How many high school students are taking advantage of the Student Support Time (SST)?

Student support times were created to provide flexible opportunities for students to receive both group and individual level support in any/all of their assigned classes. These daily opportunities support students who have chosen a fully virtual learning model as well as students who are learning in-person. Student Support Times were included in the high school schedule to ensure that students have daily opportunities to receive support in all of their classes whether in a fully virtual, hybrid or face to face learning model.



ESSER II Funding

The Elementary and Secondary School Emergency Relief (ESSER) II Fund was established by the federal government under the Consolidated Appropriations Act in response to the ongoing COVID-19 Pandemic.

The ESSER II Fund will provide the AASD with \$6.7 million to support educational programming and general functioning of schools.



ESSER II Funding

- Funds become available on April 15th.
- The Leadership Team prioritized \$730,000 in actions that have already been implemented to support student learning.



ESSER Dollars

Meeting current needs

- Graduation coaches
- Credit Recovery Teachers
- Student Support / Intervention



Learning Model Timeline

April 5: Start Date for Increased In-person Learning for Secondary Students

- Fully in-person learning for all secondary students 4 days per week, Wednesday fully virtual
- Monitoring of mitigation strategies and matrix given increased numbers on site
- *Fully virtual model option continues for all secondary students*

April 16

- Analysis of internal and external data trends
- *Fully virtual model option continues for all secondary students*

Week of April 19 - Special Board Meeting

- Consideration of In-person secondary learning model recommendation

June 4: End of 4th Quarter



Questions



ITEM FOR CONSIDERATION

Topic: Fox Cities Leadership Academy Five-Year Contract Renewal

**Background
Information:**

The Fox Cities Leadership Academy (FCLA) is a fundamental redesign of secondary education that first changes the teacher/student relationship in a context of an interdisciplinary curricular re-design. These two complementary factors, relationship and interdisciplinary relevance, when combined with a vigorous place-based implementation have produced a rigorous small high school environment contained within a large high school campus. In effect, significant meaning is developed in the way that FCLA operates and this 'purposeful learning' impacts the manner in which the students and teachers learn together.

FCLA's success can be found in the collaboration and unified vision that is shared by students, staff and community partners. The FCLA staff and supportive community are dedicated to the FCLA mission of *empowering students to find their passion through collaboration, innovation, and exploration.*

FCLA opened its doors as Appleton Career Academy in September 2007, and the school name was changed to FCLA in 2016. There are currently 78 students enrolled at FCLA, which is housed within Appleton North High School.

**Fiscal
Note:**

As per AASD Board of Education practice, the per-pupil expenditure will not exceed the per-pupil expenditure for neighborhood school sites.

**Instructional
Impact:**

Charter schools provide another educational option for students and parents. Small Learning Communities with differentiated, project-based models like FCLA have been shown to improve academic achievement for all types of students as well as provide career direction.

**Administrative
Recommendation:**

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

**Contact
Person(s):**

Patrick Lee, 920-832-6521, leepatrick@aasd.k12.wi.us
Ben Vogel, 920-832-2027, vogelben@aasd.k12.wi.us

P&S: 03/25/21
BOE: 04/12/21

**CHARTER SCHOOL CONTRACT BETWEEN
THE APPLETON AREA SCHOOL DISTRICT AND FOX CITIES LEADERSHIP 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 Fox Cities Leadership Academy Governance Board (“FCLA”), 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 FCLA 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 FCLA to use its classrooms and other educational facilities for the purpose of educating FCLA’s students.

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

5. Educational Program. The following is a description of the FCLA educational program of the school and methods used to enable pupils to attain the educational goals under Wis. Stat. §

118.01. FCLA shall notify the AASD in a timely manner in the event of a change in instruction method.

Fox Cities Leadership Academy is a fundamental redesign of secondary education that first changes the teacher/student relationship in a context of an interdisciplinary curricular redesign. These two complementary factors, relationship and interdisciplinary relevance, when combined with a vigorous place-based implementation have produced a rigorous small high school environment contained within a large high school campus. In effect, significant meaning is developed in the way that FCLA operates and this 'purposeful learning' impacts the manner in which the students and teachers learn together.

FCLA's success can be found in the collaboration and unified vision that is shared by students (grades 9-12), staff and FCLA's community partners. The FCLA high school teachers have left the specialist silos behind and become a collaborative. And with this unity of purpose, the FCLA faculty and supportive community are dedicated to the FCLA mission: Empowering students to find their passion through collaboration, innovation, and exploration.

At FCLA each teacher holds onto the subject matter they expertly know; while the school design features enable these teachers to know the "needs and capacities of the student" in the day to day and week to week learning as well.

a. Advisory Groups

Advisory groups are multi-discipline and engage with students in order to be in contact with their lives and academic progress. Each teacher has a group of students for four years: small group dynamics, team management, problem-solving, and communication skills development are practiced.

b. Integrated and interdisciplinary curriculum

A significant commitment to team teaching and interdisciplinary design results in an infrastructure development of interdisciplinary seminars, workshops and foundation 'courses' that are responsive and responsible to the student learning needs and the community engagement realities.

c. Community Partners

There is an integration of business partners that allows for off-campus student learning and use of business partners as 'adjunct faculty/mentors'. The FCLA utilizes business partners to help develop their interdisciplinary-based/internship curriculum; work as guest speakers or with students individually on 21st century skills; provide job shadow placements and place-based learning opportunities.

d. Small School Design

Develop a small school culture where both students and staff are respectful and responsive to the voices and choices inherent in a generative learning community.

e. Collaborative Faculty

Common planning time among teachers, school counselor, and principal allows for time to troubleshoot issues, talk about individual students to help meet their individual needs, and strengthen relationships.

f. Student Voice/Choice/Leadership

The Fox Cities Leadership Academy is very active in terms of both activating student voice, and coaching that student voice to provide direction in their learning. For instance, students' interests and passions often determine seminar and workshop development. There is passion and buy in from all staff combined with the time to be able to listen to students' viewpoints, respect them implicitly, and move to implement what works.

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

a. **Student Goal 1 - Completion of Leadership Skills Assessment.**

- (1) Objective: By the end of their freshman year, all FCLA students will have started a portfolio, which contain artifacts collected throughout the school year. The portfolios are aligned to the 14 leadership skills in the Wisconsin Youth Leadership Certification Program and artifacts submitted must demonstrate a student's progress toward mastery of those leadership skills. Artifacts would include a resume, project narratives, technical writing samples, video clips, pictures, and testimonials. Each of these skills is assessed by evaluating the quality of the artifact as well as the fluency of the leadership statement and by the end of the school year, 80% of all FCLA freshman will have completed 5 of the 14 leadership skill standards at a proficient level.

- (2) Objective: At the conclusion of their senior year, FCLA students will have an exit interview and their portfolio assessed by FCLA staff and a community member, describing how their 21st century skill development has been used in their projects or internships relevant to real world applications.

Assessment: Student exit interviews will be assessed by an FCLA board member, district staff member, or community partner in its final evaluation stage. 80% of all FCLA seniors will score a 3 or 4 on that evaluation. Additionally, 80% of all FCLA seniors will earn their DPI leadership Certificate by completing the 14 leadership skill standards at a proficient level as evidenced by their portfolio.

b. **Student Goal 2 - Increase student achievement in ACT assessment.**

- (1) Objective: The percent of junior FCLA students scoring proficient or better will be at or above the Appleton Area School District average on the ACT.

Assessment: FCLA students will create an individualized plan after taking the ACT ASPIRE that guides them to better success on the ACT their junior year.

Assessment: ACT Aspire and ACT

Assessment: ACT Aspire and ACT scores will be analyzed and discussed as an FCLA team. Improvements in instructional standards will be assessed and implemented within our seminars and workshops depending on educational needs and trends seen in ACT Aspire and ACT analysis.

c. **Student Goal 3** - Analysis of FCLA Graduation Rate and future success

- (1) Objective: FCLA student graduation rate will be equal to or above that of the average AASD graduation rate.

Assessment: Graduation rate will be analyzed on a yearly basis.

Assessment: School placement success and job placement success will be audited one year from graduation date by making student contact with graduated seniors.

d. **Other** – Any other assessments as approved by the FCLA Governance Board

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

b. Teacher Coordinator. FCLA will be a teacher led school. The Teacher Coordinator will coordinate and oversee the daily operation of the school and will work closely with the FCLA Governance Board to ensure that the educational goals of the school are met. Communications from AASD needed for procedural purposes will go to the FCLA Teacher Coordinator as well as the FCLA Principal. The FCLA Teacher Coordinator 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 FCLA by AASD. AASD will appoint the principal in collaboration with the FCLA Governance Board. The FCLA principal will demonstrate an interest and a commitment to the students as well as the mission and vision of the school. The FCLA principal will be appropriately licensed, pursuant to state law.

- d. Governance Board Constitution. Other than issues specifically addressed in this Agreement regarding the FCLA Governance Board, the size, method of appointment and constitution of the FCLA Governance Board will be as stipulated in the FCLA Governance Board's by-laws. Total membership of the Governance Board shall be comprised of fewer than 50% AASD employees. AASD administrators and AASD Board of Education members will not serve on the FCLA Governance Board.
- e. Officers. Election of officers is detailed in the by-laws of the FCLA Governance Board.
- f. Meetings. Meetings will be held 11 times per year (as outlined in the bylaws). A quorum, consisting of a majority of the Voting Members of the FCLA Governance Board must be present. Of the members present, fewer than 50% can be AASD employees before business can be transacted. A majority vote of the Voting Members then serving is sufficient for any action, including election of Board Officers. Meetings are open to all staff, parents, students, and community members and participation on standing committees is encouraged.
- g. Annual Report. AASD will create an Annual Report for DPI requirements as the authorizer. The Annual Report may include:
 - (1) state testing results
 - (2) enrollment data
 - (3) attendance data
 - (4) financial report
 - (5) student academic progress
 - (6) Student and Parent Satisfaction results

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 Fox Cities Leadership Academy 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 by having representation on the FCLA Governance Board. Parents/guardians will also serve on FCLA 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 FCLA.

- a. FCLA will provide numerous opportunities for meaningful parent/community involvement. 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. Parents and community members have the opportunity to be on FCLA committees:
- c. Parents will receive mid-quarter and quarterly reports on student progress at FCLA 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 from the 9th through 12th grades will have email accounts assigned by AASD; be able to post podcasts and webcasts, create blogs, and fully utilize available technology under the supervision and website administration of FCLA teachers.
- e. Parental issues, concerns, questions, and complaints will be handled following these steps:
 - (1) Contact the classroom teacher.
 - (2) If resolution has not been reached, or if the concern is school wide, the FCLA Teacher Coordinator 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 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 FCLA 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 interdisciplinary learning collaborative education, a willingness to conduct seminars and workshops that are integrated, and attend staff development opportunities around the Interdisciplinary Learning Collaborative model. All provisions of the Employee Handbook for posting and selection of teaching staff will be followed.
- b) Teachers who work at FCLA 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 FCLA will be posted and filled through the staffing process as outlined in the AASD Employee Handbook.
- e) FCLA 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 FCLA may be located. In addition, the health and safety policies applicable to all other non-charter schools in the AASD shall apply equally to FCLA.

11. Recruitment and Means of Achieving Racial/Ethnic Balance

- a. FCLA 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. FCLA official non-discrimination policy will be applied in all operations. Access to FCLA 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. FCLA 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. FCLA 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 FCLA is voluntary and no tuition is charged. Students who do not wish to attend or are not admitted to FCLA 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 FCLA 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. FCLA will give enrollment preference to current students at FCLA. This group will be exempt from the lottery. Siblings of current students will be given preference in the lottery.
- e. Children of FCLA full-time staff and governing board members may be given a preference for enrollment but must be limited to no more than 10% of FCLA's total enrollment.
- f. Students may enroll and attend FCLA at any point during the school year as space permits in accordance with FCLA 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: FCLA 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 FCLA space. In addition, FCLA receives funding based on the per-pupil formula applied to all schools in the AASD. The FCLA 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 FCLA 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 from FCLA instructors and university personnel when deemed appropriate. A quality curriculum at FCLA 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 FCLA will fall under the umbrella of the AASD's liability insurance.
- g. Co-curricular Activities: All FCLA students may participate in co-curricular activities at their home school.
- 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 FCLA 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 FCLA to attend workshops and other professional development conferences that are aligned to the mission and goals of FCLA.
- m. Health and Safety: FCLA will rely upon AASD nursing staff and trained staff to provide the necessary resources. FCLA 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 FCLA will consist of the following steps:
 - 1) Student contact within the classroom that will immediately address the inappropriate behavior.
 - 2) Student meeting after school or during recess to address the behavior and discuss appropriate alternative behaviors.

3) Meet with student and parents to discuss continuing behavioral problems and potential solutions.

- b. The FCLA Governance Board reserves the right to create and/or approve a FCLA 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 FCLA 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 FCLA. Students, who do not elect to attend FCLA, may attend a school within the AASD in conformance with the enrollment policy of the AASD Board of Education.

16. Tuition. FCLA shall not charge any tuition. FCLA 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 FCLA. The scope of the annual audit will be determined by the AASD and conducted at the expense of the AASD. FCLA 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 FCLA 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. FCLA is currently located at 5000 N. Ballard Road, Appleton, Wisconsin, 54913. 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 FCLA 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, FCLA 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 FCLA of any provision of this Agreement.
 - b) Failure by FCLA Governance Board to comply with all applicable law, relating to this Agreement or operation of FCLA, 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 FCLA Governance Board, or its employees or agents in connection with the performance of the obligations of FCLA Governance Board under this Agreement. The obligation of FCLA 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 Cities Leadership 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 FCLA 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 FCLA 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 FCLA 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. FCLA 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 FCLA 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.

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

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

- a. AASD will provide employees to provide required IEP services to FCLA.
- b. FCLA 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. FCLA shall document the interventions as required through the Response to Intervention Process for use and consideration in all referrals under the IDEA.
- d. FCLA will cooperate with the LEA in all initial evaluation and re-evaluation processes.
- e. FCLA 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. FCLA will provide the LEA with any required data for IDEA self-assessment process in a timely fashion.
- g. FCLA shall provide appropriate notification to parents of all the LEA notices and procedural safeguards.
- h. FCLA's implementation of the student IEPs shall follow the LEA AASD calendar, which will be provided to the FCLA annually. If the school calendar does not follow the LEA AASD calendar, IEP implementation shall follow the FCLA 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 FCLA in accordance with state requirements and sent upon request.
- k. The FCLA 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. FCLA 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 FCLA in CPI: Nonviolent Crisis Intervention Training rotation schedule.
- p. The District will invite the FCLA 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 2021-22 school year, and shall expire at midnight, on June 30, 2026, 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 FCLA 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 FCLA deem appropriate.
- c. Termination by Board of Education. This Contract may be terminated by the AASD Board of Education if it finds that:
 - (1) FCLA has insufficient enrollment to successfully operate a charter school,
 - (2) If FCLA fails to comply with generally accepted accounting principles and standards of fiscal management,
 - (3) If the students of FCLA have not shown sufficient academic progress using multiple measures. Students enrolled at FCLA 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 FCLA Governance Board and AASD.
 - (4) If students enrolled in FCLA 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 FCLA 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 FCLA will take to attain such educational goals within a reasonable timeframe. If the AASD Board accepts the written plan, or a modified plan, FCLA shall be allowed a reasonable time in which to correct the progress deficiencies.

- (5) The FCLA 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) FCLA has failed materially to comply with Applicable Law,
 - (7) Any director, members, employee, or agent of FCLA has knowingly violated any statute, ordinance or Board policy with respect to the operation of the Charter School,
 - (8) FCLA knowingly violates Section 118.40 of the Wisconsin Statutes governing charter schools,
 - (9) FCLA 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 FCLA, the AASD will provide written notice of the specific material default asserted and afford FCLA 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 FCLA 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 FCLA undertake corrective and remedial actions identified by the AASD. Termination of this Contract may be suspended by AASD upon compliance by FCLA 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 FCLA is put at actual risk thereby, the AASD Board of Education shall provide FCLA 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 FCLA pending further action.
- f. Termination by Fox Cities Leadership Academy Governance Board. This Contract may be terminated by FCLA Governance Board if FCLA finds that any of the following have occurred:
- (1) FCLA 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 FCLA 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.

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

23. Autonomy.

- a. FCLA 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 Cities Leadership Academy) and the FCLA 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) FCLA Grade Promotion— FCLA Governance Board to establish criteria.

10) FCLA Graduation Requirements—FCLA 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 FCLA: Board President
Fox Cities Leadership Academy
5000 N. Ballard Road
Appleton, WI 54913

With a copy to: Principal
Fox Cities Leadership Academy
5000 N. Ballard Road
Appleton, WI 54913

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 FCLA 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 FCLA shall have no effect on

the liability of FCLA other than those obligations specifically undertaken by FCLA 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 FCLA's consent. Within the five (5) year period following the effective date of this Contract, FCLA shall seek to achieve full capacity of 125 full-time equivalent students.
- d. Entire Agreement. This Contract sets forth the entire Agreement between the parties with respect to the subject matter of this Contract. All prior applications, agreements or contracts, representations, statements, negotiations, understandings and undertakings are superseded by this Contract.
- e. Severability. If any provision of this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provisions of this Contract. If any provision of this Contract shall be or be determined to be in violation of any federal, state or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
- f. Modifications. No modification to this Contract shall be effective unless the same is in writing and signed by authorized representatives of both parties. During any year of this Contract, either party may request to amend a provision of this Agreement. A request for amendment will be presented in writing before March 30 of each year and identify the terms of the proposed amendment. Thereafter, the parties will promptly meet and confer in good faith with respect to the proposed amendment. Neither party shall be obligated to accept any request for amendment. Any amendment which is agreed upon will be effective July 1 or on such other date as the parties may agree.
- g. Assignment. This Contract is not assignable.
- h. Counterparts: Signature by Facsimile. This Contract may be signed in counterparts, which shall together constitute the signed original Contract. A signature delivered by facsimile or electronic mail shall be considered an original for purpose of this Contract.

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

APPLETON AREA SCHOOL DISTRICT:

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

ATTEST:

Deborah C. Truymen
Board of Education Clerk
Date: _____

Fox Cities Leadership Academy

By: _____
Gregg Syring
Governance Board President
Date: _____

ATTEST:

Julia Squier
Governance Board Secretary
Date: _____

ITEM FOR CONSIDERATION

Topic: Foster Elementary Five-Year Charter Contract Renewal

**Background
Information:**

In 2003, Foster began its reform process after receiving a Comprehensive School Reform (CSR) grant. In 2006, Foster transitioned from a neighborhood school to a charter school.

Foster is unique to traditional elementary schools in that its focus is to promote the growth of future global leaders by embedding the importance of leadership, and the qualities of future leaders in all aspects of its programming and culture. Global leadership is embedded within the themes of reading, writing and annual community service projects completed by each grade level. Science and social studies content are taught through a disciplinary literacy approach, focusing on themes provided within the ELA curriculum. As students move through Foster's K-6 educational programming, their learning culminates in stronger connections to local community, state, national, world events and history.

The innovative learning approach at Foster features the following components:

- Activities that promote diversity and celebrate different cultures
- Common Core Standards-based, differentiated instruction based upon information assessment of student knowledge
- Strengths-based career exploration
- An emphasis on educating the whole child

Fiscal

Note:

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

Instructional

Impact:

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

Administrative

Recommendation:

Approval of the charter school contract between the Appleton Area School District and Foster Elementary.

Contact

Persons:

Karen Noel, 920-832-6288, noelkaren@aasd.k12.wi.us
Nan Bunnnow, 920-832-6301, bunnownanette@aasd.k12.wi.us
Ben Vogel, 920-832-6301, vogelben@aasd.k12.wi.us

P&S: 03/25/21

BOE: 04/12/21

**CHARTER SCHOOL CONTRACT BETWEEN
THE APPLETON AREA SCHOOL DISTRICT AND STEPHEN FOSTER ELEMENTARY CHARTER 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 Foster Elementary Charter School Governance Board (“Foster Elementary”), 305 W Foster St., 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 Foster Elementary, 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. “Foster Elementary” refers to Stephen Foster Elementary Charter School.
- b. “Neighborhood School” means an AASD public school which serves a specific geographical area.

2. Establishment. The entity seeking to establish the Charter School is the Stephen Foster Elementary Charter School Inc.

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 Foster Elementary 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 Foster Elementary 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 Foster Elementary with a list of all information required and Foster Elementary 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. Foster Elementary will be an instrumentality of the AASD.

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

- a. Foster Elementary is unique to traditional elementary schools in that its focus is to promote the growth of future global leaders by embedding the importance of leadership, and the qualities of future leaders in all aspects of its programming and culture. Global leadership is embedded within the themes of reading, writing and annual community service projects completed by each grade level. Science and social studies content will be taught through a disciplinary literacy approach, focusing on themes provided within the ELA curriculum. As students move through Foster's K-6 educational programming, their learning culminates with stronger connections to local community, state, nation, world events and history.
- b. K-6 alignment of values embedded within Foster Elementary's identity as a global leadership school will occur within all aspects of Foster students' educational experience. Themes that honor diversity, leadership, civil engagement, kindness and compassion will be a focus in academic programming, extra-curricular experiences, staff sponsored clubs and a strong community partnership. As a result, Foster students will understand and exemplify characteristics of global leadership both within their school community and the community at large.
- c. Having gained a strong understanding of global citizenship throughout Foster's K-4 experience, fifth and sixth graders will define a specific global issue, then research it using materials exploring 21st-century issues affecting countries around the world. As a culminating activity, 5th and 6th graders will propose and present appropriate solutions to the school community.
- d. Foster will use district adopted curricular materials for reference purposes and reserves the right to either take part in future adoptions or take the cash equivalent to support the instructional practices that align with Foster's identity as a school which promotes global leadership.
- e. Foster will create a safe and responsive learning environment that supports the social, emotional and academic needs of its students. In addition, students will contribute to a culture that fosters diversity, leadership, civil engagement, kindness and compassion. Contributions by individuals, as well as groups of students, will be acknowledged through whole-school celebrations that include family members who support their child's development as global leaders. Foster teachers and staff will serve as models who exemplify those aforementioned characteristics.
- f. While all AASD students have art, music and PE weekly, students at Foster Elementary receive additional sessions of music and PE to support and promote connections to global leadership as well as develop personal leadership attributes.

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

a. Student Goal 1 -- Increase student achievement as measured by District Wide Assessment

(1) Objective: Foster Elementary will meet or exceed the district's average targeted growth in reading and math.

Assessment: District Wide Assessment

b. Student Goal 2—Foster Elementary students will demonstrate increased global and cultural awareness.

(1) Objective: Students in 5th and 6th grade at Foster Elementary will engage in Global Issues inquiry and research culminating in an end of year project.

Assessment: Students will be evaluated using a rubric created by 5th and 6th grade teachers and approved by the Foster Elementary Charter Board.

c. Student Goal 3—Foster Elementary students will demonstrate increased engagement in their learning.

(1) Objective: Foster Elementary students in grades 3-6 will meet or exceed the district's average of favorable responses in the areas of: Sense of Belonging, Classroom Effort and Student-Teacher Relationships.

Assessment: Research Based Student Perception Survey (ie: Panorama)

d. Foster Elementary shall report progress on IEPs in accordance with the IDEA and AASD administrative practices.

e. Foster Elementary shall administer other assessments as required under state and federal law, and as directed by AASD.

f. Foster Elementary 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 "Stephen Foster Elementary Charter School Governance Board"). The Foster Elementary 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 Foster Elementary;
- 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 2 members to its committees, in accordance with Foster Elementary 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 Foster Elementary Board may deem necessary or appropriate with regard to the operations or affairs of Foster Elementary, 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 Foster Elementary by AASD. AASD will appoint the principal in collaboration with the Foster Elementary Governance Board. The Foster Elementary principal will demonstrate an interest and a commitment to the students as well as the mission and vision of the school. The Foster Elementary principal will be appropriately licensed, pursuant to state law.
- c. Governance Board Constitution. Other than issues specifically addressed in this Agreement regarding the Foster Elementary Governance Board, the size, method of appointment and constitution of the Foster Elementary Governance Board will be as stipulated in the Foster Elementary Governance Board's by-laws. Total membership of the Foster Elementary Governance Board shall be comprised of fewer than 50% AASD employees. AASD administrators and AASD Board of Education members will not serve on the Foster Elementary Governance Board.
- d. Officers. Election of officers is detailed in the by-laws of the Foster Elementary Governance Board.
- e. Meetings. Meetings will be held four times per year (as outlined in the bylaws). A quorum, consisting of a majority of the Voting Members of the Foster Elementary 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.
- 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) district standardized assessments
 - (3) enrollment data
 - (4) attendance data
 - (5) financial report
 - (6) student academic progress
 - (7) Other _____

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

8. Parental and Community Involvement.

The Foster Elementary 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 school by having representation on the Foster Elementary Governance Board. Parents/guardians will also serve on Foster Elementary Governance Board committees such as Business Services (budget), Programs and Services (curriculum), Policy Review (nominations), etc. 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 Foster Elementary.

- a. Parents/guardians are invited to participate in the Foster Elementary community through the following opportunities:
 - (1) Representation on the Stephen Foster Elementary Charter School Governance Board or sub committees.
 - (2) Participation in the Foster Family Network (FFN), 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 Foster Elementary
 - (1) Student progress is communicated to parents formatively in respect to the math and literacy standards.
 - (2) Parent/Teacher conferences will be held during the first and third quarters of the school year.
 - (3) Formal written progress reports will be issued at the end of each semester.
 - (4) Additional Parent/Teacher conferences, electronic mail, print correspondence, and telephone contacts will be used on an individual basis to communicate student progress when the parents, or teachers, feel it is appropriate.
- c. Parental 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 Foster Elementary Principal will be contacted.
 - (3) If resolution is still not reached, the principal will be contacted.
 - (4) If resolution is still not reached and based on the issue, the charter school principal will contact the Foster Elementary Governing Board or AASD Assistant Superintendent.
 - (5) Unresolved issues may be appealed the Superintendent of Schools.
 - (6) The final step in the District appeal process is to contact the Board of Education.

9. Faculty Qualifications.

- a. Describe qualifications: All professional staff who have a desire to work at Foster Elementary will be 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. Candidates who have a desire to teach at Foster Elementary should demonstrate an interest and emerging skills in teaching curricula focused on themes that support Foster Elementary's mission of promoting global leadership (civil engagement, leadership, kindness, compassion, etc.).
- b. Teachers who work at Foster Elementary 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 Foster Elementary will be posted and filled through the staffing process as outlined in the AASD Employee Handbook.
- e. The Foster Elementary Governance Board 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 Foster Elementary may be located. In addition, the health and safety policies applicable to all other non-charter schools in the AASD shall apply equally to Foster Elementary.

11. Recruitment and Means of Achieving Racial/Ethnic Balance

- a. Foster Elementary 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. Foster Elementary's official non-discrimination policy will be applied in all operations. Access to Foster Elementary 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. Foster Elementary 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. Foster Elementary 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 Foster Elementary is voluntary and no tuition is charged. Students who do not wish to attend or are not admitted to Foster Elementary 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 Foster Elementary 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. Foster Elementary will give enrollment preference to current students at Foster Elementary. This group will be exempt from the lottery. Siblings of current students will be given preference in the lottery.
- e. Foster Elementary was an AASD school until it became a charter within the Appleton School District in 2005. Foster Elementary will give enrollment preference to students who reside in the neighborhood attendance area of Foster Elementary as defined by the Appleton Area School District's attendance boundaries. These students will be exempt from the lottery.
- f. Children of Foster Elementary full-time staff and governing board members may be given a preference for enrollment but must be limited to no more than 10% of Foster Elementary's total enrollment.
- g. Students may enroll and attend Foster Elementary at any point during the school year as space permits in accordance with Foster Elementary lottery procedures and guidelines.
- h. Students must be enrolled in or open-enrolled in the AASD.
- i. 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.
- j. 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 Foster Elementary.

- a. Equal Funding: Foster Elementary 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 Foster Elementary space. In addition, Foster Elementary receives funding based on the per-pupil formula applied to all schools in the AASD. The Foster Elementary 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 Foster Elementary with grants or donor dollars will be the property of Foster Elementary and the AASD and will be labeled as such. If the materials/equipment purchased becomes outdated or inoperable, it will be Foster Elementary's responsibility to maintain and/or replace this material/equipment according to the District's specifications. If Foster Elementary dissolves, the property reverts to AASD ownership.

Foster Elementary 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 Foster Elementary 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 Foster Elementary 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: A quality curriculum at Foster Elementary 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, Foster Elementary will fall under the umbrella of the AASD's liability insurance.
- g. Co-curricular Activities: All Foster Elementary students may participate in co-curricular activities at Foster Elementary School.
- 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 Foster Elementary 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 Foster Elementary staff to attend workshops and other professional development conferences that are aligned to the mission and goals of Foster Elementary.
- m. Health and Safety: Foster Elementary will rely upon AASD nursing staff and trained staff to provide the necessary resources. Foster Elementary will abide by all local, state, and federal laws regarding health and safety standards.

14. Student Behavior and Discipline Model.

Foster Elementary has adopted the Positive Behavior Intervention System (PBIS) as a systematic approach to preventing and responding to discipline problems. The Foster Elementary PBIS team has created systems that support staff and promote appropriate student behavior emphasizing those characteristics aligned to future global leadership. PBIS creates and maintains safe learning environments where teachers can teach, and students can learn.

- a. When further disciplinary steps become necessary, the discipline system for Foster Elementary will consist of the following:
 - 1) Student contact within the classroom that will immediately address the inappropriate behavior.
 - 2) Student meeting after school or during recess to address the behavior and discuss appropriate alternative behaviors.
 - 3) Meet with student and parents to discuss continuing behavioral problems and potential solutions.
- b. The Foster Elementary Governance Board reserves the right to create and/or approve a Foster Elementary 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 Foster Elementary principal and all AASD expulsion policies and procedures will be followed.

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

16. Tuition. Foster Elementary shall not charge any tuition. Foster Elementary 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 Foster Elementary. The scope of the annual audit will be determined by the AASD and conducted at the expense of the AASD. Foster Elementary 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 Foster Elementary 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. Foster Elementary is currently located at 305 W Foster St., Appleton, Wisconsin, 54915. The AASD will ensure that the building(s) in which the Charter School program is located meet(s) all building codes and other building requirements for a public school facility.
- b. Liability Insurance. The AASD shall insure all ordinary and reasonably foreseeable risks related to operation of Foster Elementary 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, Foster Elementary 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 Foster Elementary of any provision of this Agreement;

- b) Failure by Foster Elementary Governance Board to comply with all applicable law, relating to this Agreement or operation of Foster Elementary, 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 Foster Elementary Governance Board, or its employees or agents in connection with the performance of the obligations of Foster Elementary Governance Board under this Agreement. The obligation of Foster Elementary 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 Foster Elementary 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 Foster Elementary 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 Foster Elementary 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 Foster Elementary 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. Foster Elementary 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 Foster Elementary 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.

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

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

- a. AASD will provide employees to provide required IEP services to Foster Elementary.
- b. Foster Elementary 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. Foster Elementary shall document the interventions as required through the Response to Intervention Process for use and consideration in all referrals under the IDEA.
- d. Foster Elementary will cooperate with the LEA in all initial evaluation and re-evaluation processes.
- e. Foster Elementary 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. Foster Elementary will provide the LEA with any required data for IDEA self-assessment process in a timely fashion.
- g. Foster Elementary shall provide appropriate notification to parents of all the LEA notices and procedural safeguards.
- h. Foster Elementary's implementation of the student IEPs shall follow the LEA AASD calendar, which will be provided to the Foster Elementary annually. If the Foster Elementary school calendar does not follow the LEA AASD calendar, IEP implementation shall follow the Foster Elementary 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 Foster Elementary in accordance with state requirements and sent upon request.
- k. Foster Elementary 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. Foster Elementary 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 Foster Elementary in CPI: Nonviolent Crisis Intervention Training rotation schedule.
- p. The District will invite Foster Elementary 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 2021-2022 school year, and shall expire at midnight, on June 30, 2026, 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 Foster Elementary 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 Foster Elementary deem appropriate.
- c. Termination by Board of Education. This Contract may be terminated by the AASD Board of Education if it finds that:
 - (1) Foster Elementary has insufficient enrollment to successfully operate a charter school,
 - (2) if Foster Elementary fails to comply with generally accepted accounting principles and standards of fiscal management,
 - (3) if the students of Foster Elementary have not shown sufficient academic progress using multiple measures. Students enrolled at Foster Elementary 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 Foster Elementary Governance Board and AASD.
 - (4) if students enrolled in Foster Elementary 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 Foster Elementary 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 Foster Elementary will take to attain such educational goals within a reasonable timeframe. If the AASD Board accepts the written plan, or a modified plan,

Foster Elementary shall be allowed a reasonable time in which to correct the progress deficiencies.

- (5) The Foster Elementary 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) Foster Elementary has failed materially to comply with Applicable Law,
 - (7) Any director, members, employee, or agent of Foster Elementary has knowingly violated any statute, ordinance or Board policy with respect to the operation of the Charter School,
 - (8) Foster Elementary knowingly violates Section 118.40 of the Wisconsin Statutes governing charter schools,
 - (9) Foster Elementary 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 Foster Elementary, the AASD will provide written notice of the specific material default asserted and afford Foster Elementary 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 Foster Elementary 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 Foster Elementary undertake corrective and remedial actions identified by the AASD. Termination of this Contract may be suspended by AASD upon compliance by Foster Elementary 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 Foster Elementary is put at actual risk thereby, the AASD Board of Education shall provide Foster Elementary 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 Foster Elementary pending further action.

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

- (1) Foster Elementary 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 Foster Elementary 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.

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

23. Autonomy.

- a. Foster Elementary 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, Foster Elementary and the Foster Elementary 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) District Standardized Assessments
- 7) Other District Wide Assessments
- 8) Course Offerings
- 9) Grade Promotion — Foster Elementary Governance Board reserves right to establish criteria.

24. Transportation. Transportation is not provided for students who choose to attend AASD Foster Elementary.

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 Charter School: Susan Buche, Governance Board President
Stephen Foster Elementary Charter School
305 W. Foster Ct.
Appleton, WI 54915

With a copy to: Karen Noel, Principal
Stephen Foster Elementary Charter School
305 W. Foster Ct.
Appleton, WI 54915

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

notice to the control of the United States Postal Service, if made by certified mail with return receipt requested.

26. **AASD and Charter School Liability.** The parties agree that the establishment of Foster Elementary 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 Foster Elementary shall have no effect on the liability of Foster Elementary other than those obligations specifically undertaken by Foster Elementary 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 exceed classroom/building capacity as determined by the AASD Leadership Team.
- d. **Entire Agreement.** This Contract sets forth the entire Agreement between the parties with respect to the subject matter of this Contract. All prior applications, agreements or contracts, representations, statements, negotiations, understandings and undertakings are superseded by this Contract.
- e. **Severability.** If any provision of this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provisions of this Contract. If any provision of this Contract shall be or be determined to be in violation of any federal, state or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
- f. **Modifications.** No modification to this Contract shall be effective unless the same is in writing and signed by authorized representatives of both parties. During any year of this Contract, either party may request to amend a provision of this Agreement. A request for amendment will be presented in writing before March 30 of each year and identify the terms of the proposed amendment. Thereafter, the parties will promptly meet and confer in good faith with respect to the proposed amendment. Neither party shall be obligated to accept any request for amendment. Any amendment which is agreed upon will be effective July 1 or on such other date as the parties may agree.
- g. **Assignment.** This Contract is not assignable.
- h. **Counterparts: Signature by Facsimile.** This Contract may be signed in counterparts, which shall together constitute the signed original Contract. A signature delivered by facsimile or electronic mail shall be considered an original for purpose of this Contract.

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

APPLETON AREA SCHOOL DISTRICT:

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

ATTEST:

Deborah C. Truymen
Board of Education Clerk
Date: _____

Stephen Foster Elementary Charter School

By: _____
Susan Buche
Governance Board President
Date: _____

ATTEST:

Kathryn Boegh
Governance Board Secretary
Date: _____

Appleton Education
Foundation

Enhancing Educational Excellence Since 1997

March 4, 2021

Sara Wilda
AASD-Appleton Area School District
P.O. Box 2019
Appleton, WI 54912-2019

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President

Amy Henselin
Vice President

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Judy Baseman
Kay Eggert

Dear Sara:

The Appleton Education Foundation's board of directors has reviewed your grant application for *Kumihimo Hand Looms*. We are pleased to inform you that a grant has been approved from the Ann Moe Art Appreciation Fund and the Gruner Family Community Mental Wellness Fund as follows:

Grant Amount: \$1,568.71; check has been forwarded to the AASD Business Office per district policy
Grant Purpose: 2675 students from grades 3-6 in 17 AASD elementary schools will be given and taught to use a hand loom and have access to the needed supplies to continue making woven projects.
Grant Start Date: February 24, 2021
Final Report Due: June 1, 2021

- **The funded program may be modified only with the Foundation's prior written approval.**
- Expenses charged to this grant may not be incurred prior to the start date or after the end date above.
- **The grantee shall return to the Foundation any unused funds at the grant end date.**

A final report is required as an additional condition of this grant. To complete, you may login to the AEF Grants Portal (apply.appletoneducationfoundation.org), click on Grant Applicant > My Awards. Open your proposal, click the Final Report link toward bottom of the page. The Foundation will send you a reminder with these instructions closer to the due date. Consideration for future funding from AEF is conditional upon receipt and acceptance of the final report.

For your publications and correspondence, please refer to this award as a grant from the Appleton Education Foundation. If you would like assistance in publicizing your project to the local media and/or if there are opportunities for the AEF to photograph your project in progress, please contact me at 832-1517 or jkrause@appletoneducationfoundation.org.

Thank you for your application and interest. We wish you every success as you implement this project.

Sincerely,



Julie Krause
Executive Director

CC: Carrie Willer, Diane Wittman

66026

122 E. College Ave., Suite 1B | Appleton, WI 54911 | 920-832-1517 | 920-832-1301 Fax

www.appletoneducationfoundation.org

The Appleton Education Foundation Inc. is a supporting organization within the Community Foundation for the Fox Valley Region Inc.

March 25, 2021

Diane Wittmann
AASD – Scullen Leadership Center
P.O. Box 2019
Appleton, WI 54912-2019

**Basic Needs
Giving Partnership
Fund**

The U.S. Venture
Fund for Basic Needs
and support from the
J. J. Keller Foundation
form the core of this
grantmaking
partnership to which
other community
donors contribute.



J. J. Keller
Foundation, Inc.

Dear Diane:

Congratulations! You've been awarded a grant to support Expand Community Schools; programming, supplies, professional development. The enclosed check for \$8,333.00 from the *Basic Needs Giving Partnership Fund* represents contributions from the *U.S. Venture Fund for Basic Needs* within the Community Foundation for the Fox Valley Region, the J.J. Keller Foundation, Inc., and other community partners.

We would appreciate if you would share with us copies of any news releases you initiate regarding the grant.

For your publications and correspondence, please describe this as "a grant from the *Basic Needs Giving Partnership Fund* supported by the *U.S. Venture Fund for Basic Needs* within the Community Foundation for the Fox Valley Region, the J.J. Keller Foundation, Inc., and other community partners."

A final report will be due by 6/30/2022. The progress report can be submitted as a written report or can be a scheduled conversation. A member of the Community Engagement team will reach out with more information in March of 2022.

If you have any questions regarding this award, please contact Jenny Krikava, Community Engagement Manager, at 920.702.7632 or by email at jkrikava@cffoxvalley.org.

Cordially,

Curt S. Detjen
President/CEO

Enclosure: Check

CESA purchasing

WI Technology COVID-19 Response Voucher

Instructions:

Districts: Attach a copy of this voucher document when you submit your order to the approved vendor below.

Vendor: If this order is a combination of district funds and grant voucher, please split invoice the order. You may invoice CESA 2 for the approved amount listed below and invoice the district for the remaining amount of the order. Invoices should be sent to:

CESA 2
Attn: Marlene Gerstner / CP Tech Voucher Program
1221 Innovation Drive
Whitewater, WI 53190

<or>

marlene.gerstner@cesa2.org
Subject: CP Tech Voucher Program

In your invoice to CESA 2, you must include the voucher number and the dollar amount. If batch billing multiple orders, please line item each voucher number and dollar amount in the invoice. We do not need purchased item(s) detail.

Approved Voucher Number: 0147-E1
Approved Voucher Amount: \$4,276.00

District and Contact

School District

Appleton Area (LEA:147 | CESA: 6)

Primary Contact

Matthew Zimmerman

School District Address

131 E. Washington Street, Suite 1A, Appleton, Wisconsin 54911

Primary Contact Email

zimmermanmatth@asd.k12.wi.us

District Remaining Voucher Balance After This Order



\$0.00

Approved Order

Vendor

Name of Vendor

US Cellular

Total Amount of Order

\$4,276.00

Total Amount to be invoiced to CESA

2

\$4,276.00

Item(s) to be purchased with grant dollars

Hotspots for virtual learning for families without internet service.





April 1, 2021

Melissa Toshner, Associate Director of Special Education
Christi Watkinson, Elementary Special Education Program Support
AASD-Appleton Area School District
P.O. Box 2019
Appleton, WI 54912-2019

MISSION

We strengthen our community for current and future generations by helping people make a difference in the lives of others.

DIRECTORS AND OFFICERS

Jon Stellmacher
Chair
Beth Flaherty
Vice Chair
Peter Mariahazy
Secretary and Vice Chair
Laura Meronik
Vice Chair
Melanie Miller
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Shipra Seefeldt
Chuck Self
Kathryn Sieman
Pierce Smith
Raquel Strayer

PRESIDENT/CEO
Curt Detjen



Dear Melissa and Christi,

The Community Foundation for the Fox Valley Region is pleased to inform you that AASD-Appleton Area School District has been awarded a grant for \$21,783.15 to support the PCI Reading Program project. Designated funds will be spent on providing a research-based reading curriculum that has been created specially for students with developmental delays, autism, as well as students with significant learning disabilities. This grant is made from the *Armin F. and Eddie C. Schroeder Fund*, a field of interest fund within the Foundation.

The IRS stipulates that no tangible goods or benefits from this grant may be received by the donor who established this fund, the donor advisor(s) or related parties. Further, this grant may not be used to satisfy a pledge or personal financial obligation.

No tax receipt is required to be sent to the Community Foundation or the donor, donor advisor or related party who has recommended this grant. However, if you wish to express your appreciation, we will forward it promptly. If you plan to publicize your receipt of this award, please refer to it as a grant from the "*Armin F. and Eddie C. Schroeder Fund*" within the Community Foundation for the Fox Valley Region".

If you have any questions, please contact Jenny Krikava, Community Engagement Manager at 920.702.7632 or jkrikava@cffoxvalley.org.

Cordially,

Curt S. Detjen
President/CEO

cc: Diane Wittman ✓

Enclosed: Check ✓

4455 W. Lawrence St.
Appleton, WI 54914
920.830.1290
info@cffoxvalley.org
cffoxvalley.org

ITEMS FOR CONSIDERATION

Topic: 2020-2021 Grants

Background Information: The Appleton Area School District has been awarded various grants for the 20-21 fiscal year. The name and amount of each grant is listed below:

Fund 21

Kumihimo Hand Looms Grant	\$ 1,568.71
Basic Needs Giving Partnership Fund Grant	\$ 8,333.00
CESA 2 Purchasing Grant	\$ 4,276.00

Fund 27

PCI Reading Program Project Grant	\$ 21,783.15
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Administrative Recommendation: Approval

Kumihimo Hand Looms Grant - This grant in the amount of \$1,568.71 has been awarded to the Appleton Area School District. 2675 students from grades 3-6 in 17 AASD Elementary schools will be given and taught to use a hand loom and have access to the needed supplies to continue making woven projects. The Appleton Education Foundation has approved the grant from the *Ann Moe Art Appreciation Fund* and the *Gruner Family Community Mental Wellness Fund*.

Basic Needs Giving Partnership Fund – This grant has been awarded to support Expand Community Schools; supplies, programming, and professional development. In the amount of \$8,333. The Basic Needs Giving Partnership Fund represents contributions from the US Venture Fund for Basic Needs with the Community Foundation of the Fox River Valley, The JJ Keller Foundation and other community partners.

CESA 2 Purchasing Grant – This grant in the amount of \$4,276 from CESA 2, given as a WI technology COVID-19 response voucher will be used to purchase Hotspots for virtual learning for families without internet service.

PCI Reading Program Project Grant – The Community Foundation for the Fox Valley awarded the Appleton Area School District a grant in the amount of \$21,783.15 designated to be spent on providing a research-based reading curriculum that has been created specifically for students with developmental delays, autism, as well as students with significant Learning disabilities. This grant is made from the *Armin F. and Eddie C. Schroeder Fund*, a field of interest fund within the CFFV.

Contact: Greg Hartjes, 997-1399 ext. 2029
Board Action: April 12, 2021

ITEM OF INFORMATION

Topic: North High School Stadium Naming Rights

Background Information: Per Board Policy 851.1 & 851.1-Rule, the Board encourages sponsorships to help support District buildings, grounds, programs, and services. A “sponsorship” means any contribution of money, goods and/or services in exchange for the District or school acknowledging the sponsor’s contribution. Specific to “naming rights”, Board policy states that sponsorships that are to be acknowledged through the naming of District facilities, programs, endowed positions, or other recurring costs will require Board approval. The Board will consider the size of the contribution and the longevity terms.

North High School administration has been working with their athletic booster club to raise funds for renovations to their Soccer/Football/Track facility and their Baseball facility. Through this work, they have been in discussions with Fox Communities Credit Union (FCCU) about naming rights for the soccer/track/football stadium. FCCU is offering to contribute \$100,000 to the renovations of the outdoor facilities at North. To recognize this generous contribution North High School would name the stadium the Fox Communities Credit Union Stadium for a duration of 10 years.

Fiscal Note: Revenue increase of \$100,000

Administrative Recommendation: Approval

Instructional Impact: NA

Contact Person(s): Greg Hartjes, 997-1399 ext. 2029
Holly Burr 997-1399 ext. 2034

Board Action: April 12, 2021

Appleton North High School – Concept Drawing



ITEM FOR CONSIDERATION

TOPIC: Professional Educator New Hires

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

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>FTE</u>	<u>Salary</u>	<u>Effective Date</u>
Kristine J. Glenn	Theatre	Kaleidoscope	43%	\$22,145	8/25/2121
Alaina J. Varga	Occupational Therapist	District	50%	\$29,050	8/25/2021

Kristine J. Glenn received her Bachelor of Arts degree from Lawrence University with a major in Theatre. Ms. Glenn is being re-hired as a “Temporary Employee” for the 2021-2022 school year. She is currently serving in the same role for the 2020-2021 school year. Other activities or sports that she might supervise, sponsor, or assist: Drama club and chess club.

Alaina J. Varga received her Master of Science degree from UW-La Crosse with a major in Occupational Therapy. She is currently serving the Appleton Area School District as a Temporary Occupational Therapist. Other activities or sports that she might supervise, sponsor, or assist: activities for therapy students.

FISCAL NOTE: As indicated above.

ADMINISTRATIVE RECOMMENDATION: Approval.

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

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

4/12/21

ITEM FOR CONSIDERATION

TOPIC: Professional Educator Contract Changes

BACKGROUND INFORMATION: Contract changes for the following individuals have been recommended for the 2020-2021 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>FTE</u>	<u>Effective Date</u>
Shannan M. Davis	EL Math	North	100% to 110%	3/10/2021
Elissa C. McClone	English Learners	McKinley/Lincoln	50% to 100%	3/22/2021

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

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>FTE</u>	<u>Effective Date</u>
Nancy Aguilar	Literacy Interventionist	Columbus/ABS	80% to 100%	8/25/2021
Rachel M. Brusda	Math	North	100% to 80%	8/25/2021
Ashley M. De Bruin	4K/KG	APM	80% to 100%	8/25/2021
Stephanie J. Kapsa	Art	Berry	100% to 80%	8/25/2021
Danielle E. Kaspar	Art	Houdini	80% to 100%	8/25/2021
Victoria H. Le Beau	Art	Highlands	100% to 80%	8/25/2021
Krista M Meneghini	Art	North/West	100% to 80%	8/25/2021
Sonya J. VanHaaster	Art	Ferber	60% to 100%	8/25/2021
Lisa M. Swanson	Occupational Therapist	District	90% to 100%	8/25/2021
Toni K. Weijola	Music	Lincoln	70% to 90%	8/25/2021
Claire E. Williamson	Dance	Renaissance/KA	80% to 82%	8/25/2021

ADMINISTRATIVE RECOMMENDATION: Approval.

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

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

4/12/21

ITEM FOR CONSIDERATION

TOPIC: Professional Educator Resignations

BACKGROUND INFORMATION: The following Professional Educators have submitted letters of resignation.

Anne K. Langlois has been with the District for two years, most recently as a School Psychologist at West High School. Ms. Langlois' resignation is effective at the end of the 2020-2021 school year.

Sara J. Lariviere has been with the District for sixteen and a half years, most recently as a World Language-Spanish Teacher at Classical School. Ms. Lariviere's resignation is effective at the end of the 2020-2021 school year.

Christina F. Londo has been with the District for ten years, most recently as a Special Education Teacher at East High School. Ms. Londo's resignation is effective at the end of the 2020-2021 school year.

Cassandra A. Olson has been with the District for six years, most recently as a Technology Integration Specialist at North High School. Ms. Olson's resignation is effective at the end of the April 16, 2021 workday.

FISCAL NOTE: Dependent upon replacements.

ADMINISTRATIVE RECOMMENDATION: Approval.

INSTRUCTIONAL IMPACT: Qualified replacements will be procured.

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

4/12/21

ITEM FOR CONSIDERATION

TOPIC: Leaves of Absence

BACKGROUND INFORMATION: The professional educators listed below are being recommended for an unpaid childrearing leave of absence exceeding one year for the 2021-22 school year:

<u>Name</u>	<u>Position</u>	<u>FTE</u>	<u>Location</u>
Michelle D. Bongers	Gr. 8	1.0	Madison
Kara A. Buxton	Gr. 1	.50	Jefferson
Rebecca J. Spencer-Foley	Science	1.0	East

FISCAL NOTE: As indicated below.

INSTRUCTIONAL IMPACT: None.

ADMINISTRATIVE RECOMMENDATION: Approval

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

PSC: 3/23/21

BOE: 4/12/21

ITEM OF INFORMATION

TOPIC: Administrative Transfers

BACKGROUND INFORMATION:

Amy J. Didreckson has been awarded the Associate Principal position at Appleton West High School effective July 1, 2021, under a 260-day contract. Ms. Didreckson has been with the District for seventeen years, most recently as the Associate Principal of Huntley Elementary School.

Jacqueline R. Smedberg has been awarded the Associate Principal of Curriculum and Instruction at Appleton East High School effective July 1, 2021, under a 260-day contract. Ms. Smedberg has been with the District for fifteen years, most recently as the Associate Principal of Student Services at Appleton East High School.

FISCAL NOTE: Dependent upon replacements.

INSTRUCTIONAL IMPACT: Qualified replacements will be procured.

ADMINISTRATIVE RECOMMENDATION: Approval.

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

4/12/21

ITEM OF INFORMATION

Topic: School Wellness Policy Evaluation Tool: Action for Healthy Kids School Health Index Report

**Background
Information:**

In order to be compliant with the [Healthy Hunger Free Kids Act](#) Public Law 111-296, the district is required to evaluate the wellness policy implementation and compliance at each site (early childhood - high school). Per [School Wellness Policy 458](#), each site must complete an assessment tool (Action for Healthy Kids) based on the School Health Index (SHI) that generates a school wellness report on the status of the site's level of compliance and implementation. The purpose of the assessment is for schools to identify the strengths and weaknesses of their health and safety policies and programs, and develop action plans for improving student health. The 2019-20 school year was the second year of implementation of the revised school wellness policy to include recognition for special occasions without treats and the adoption of the evaluation tool Action for Healthy Kids. The results from the SHI report were analyzed into a school wellness report and the school wellness report was shared with the AASD School Wellness Committee and Superintendent Judy Baseman. The purpose of this presentation is to provide an update of the school wellness report to the school board.

**Instructional
Impact:**

By facilitating learning through the support and promotion of good nutrition and physical activity, schools contribute to the basic health status of children. Improved health optimizes student performance potential. Promoting healthy and safe behaviors among students is providing young people with the knowledge and skills they need to become healthy and productive adults. The SHI score indicates if a school provides an environment where students are healthy, active and ready to learn. Improving student health and safety can:

- Increase students' capacity to learn
- Reduce absenteeism
- Improve physical fitness and mental alertness

**Contact
Person(s):**

Thai Xiong, 832-6157 x2176, xiongthai@aasd.k12.wi.us
Steve Harrison, 832-6157 x2177, harrisonstepha@aasd.k12.wi.us

AASD Annual Wellness Report 2019-20

WHY is this important?

Per our **School Wellness Policy 458**, each site will need to complete an assessment tool (Action for Healthy Kids) based on the School Health Index (SHI). The purpose of the assessment is for schools to identify the strengths and weaknesses of their health and safety policies and programs, and develop action plans for improving student health.

WHAT is the report?

The Action for Healthy Kids Wellness Assessment examined eight (8) aspects of the school wellness environment:

1. School Wellness Environment
2. School Meals
3. Other School Food
4. Health Education
5. Physical Education
6. Physical Activity
7. Staff Involvement
8. Family and Community Involvement

The report compared AFHK schools in the district and state, and identified opportunities for growth. The SHI score indicates if a school provides an environment where students are healthy, active and ready to learn.

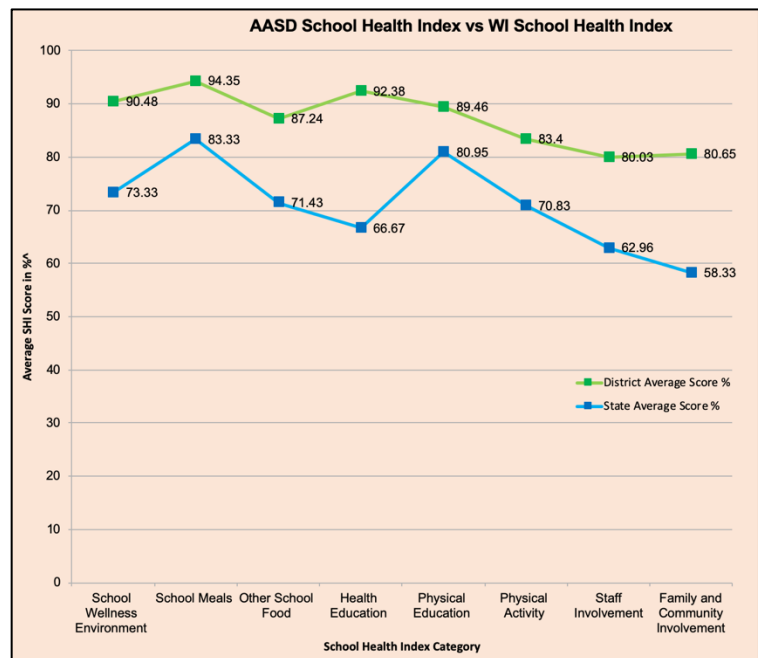
HOW will the report support student success?

Promoting healthy and safe behaviors among students provide young people with the knowledge and skills needed to become healthy and productive adults. Improving student health and safety can increase students' capacity to learn, reduce absenteeism and improve physical fitness and mental alertness.

SUMMARY: AASD's school health index rating is excellent. AASD scored excellent in 8 of 8 SHI categories. The district exceeds the state average in all 8 SHI categories. The district's overall score increased by 2.58% from 86.63% in 2018-19 to 89.21% in 2019-20.

Overall Score	
Accountability Ratings	Score
Excellent	76-100
Good	51-75
Fair	26-50
Needs Improvement	0-25

AASD	Score	Rating
Appleton Bilingual School	75.86	Excellent
Appleton Central High School	95.06	Excellent
Appleton East High School	95.06	Excellent
Appleton North High School	85.19	Excellent
Appleton Public Montessori	91.95	Excellent
Appleton West High School	86.42	Excellent
Badger Elementary School	95.40	Excellent
Classical Charter School	86.21	Excellent
Columbus Elementary School	97.70	Excellent
Edison Elementary School	90.80	Excellent
Edna Ferber Elementary School	81.61	Excellent
Einstein Middle School	69.14	Good
Franklin Elementary School	96.55	Excellent
Highlands Elementary School	95.40	Excellent
Horizons Elementary School	97.70	Excellent
Huntley Elementary School	96.55	Excellent
Janet Berry Elementary School	90.80	Excellent
Jefferson Elementary School	96.55	Excellent
Johnston Elementary School	97.70	Excellent
Kaleidoscope Academy	74.07	Good
Lincoln Elementary School	89.66	Excellent
Madison Middle School	79.01	Excellent
McKinley Elementary School	93.10	Excellent
Odyssey-Magellan Magnet School	95.40	Excellent
Richmond Elementary School	95.40	Excellent
Stephen Foster Elementary Charter School	97.70	Excellent
Valley New School	74.07	Good
Wilson Middle School	77.78	Excellent
District Average Score	89.21	Excellent



Appleton Area School District	Score	Status
ELEMENTARY SCHOOLS	92.74%	Excellent
SECONDARY SCHOOLS	81.76%	Excellent
AASD	89.21%	Excellent

Strengths	Opportunities
School Meals	Staff Involvement
Health Education	Family & Community Engagement
School Wellness Environment	Physical Activity

Note: Report generated by Thai Xiong, Director of STEM (7-12) and Health and Human Performance (K-12) from School Health Index results

ITEM OF INFORMATION

Topic: Appleton Area School District Unofficial Results of School Board Member Election 2021

**Background
Information:**

On Tuesday, April 6, 2021 an election for the Appleton Area School District Board of Education was held. Two seats were available on our seven-member Board. Papers were filed by incumbent officeholder Kay Eggert as well as community members Amber McGinley, Sheri Hartzheim, and Edward Ruffolo.

Election results are considered UNOFFICIAL until after the canvass of election returns is complete. The Board of Canvassers shall convene on Tuesday, April 13, 2021, beginning at 8:30 AM and shall continue until the canvassing of the election is complete.

The amended (unofficial) election night results for the Appleton Area School District School Board Spring Election are as follows:

Amber McGinley - 4,193
Sheri S Hartzheim - 5,986
Edward Ruffolo - 6,892
Kay S Eggert - 8,673

Contact Person: Clara Kopplinger, 832-6126

BOE Date: *April 12, 2021*

PUBLIC INPUT AT SCHOOL BOARD AND BOARD SUBCOMMITTEE MEETINGS

The Board of Education encourages citizens of the Appleton Area School District to attend its meetings so that they may become better acquainted with the operations and programs of the schools and so that the Board may have an opportunity to hear the views and concerns of the public regarding educational issues.

A period of public input shall be noticed and scheduled at School Board meetings and Public Hearings, except as otherwise specifically directed by the Board.

Public input is also allowed at Board Subcommittee meetings with respect to items of business on the publicly-noticed agenda.

At other meetings of District governmental bodies that may be required by State Statute or held pursuant to District Policy, written input will be accepted.

Cross References: Policy 170, School Board Meetings
Policy 870, Public Concerns and Complaints

Legal References: Wisconsin State Statutes 19.81, 19.83(2), 19.84(2), 19.85, and 120.43

Adoption Date: September 14, 1987

Amended Dates: January 9, 2012 and March 12, 2018

PUBLIC INPUT AT SCHOOL BOARD AND BOARD SUBCOMMITTEE MEETINGS

Procedures

Meetings of the Board may receive information and comments from members of the public on issues or topics.

Please note the following in the Procedures below:

- ✓ School Board meetings are run by the Board President or other presiding officer if the President is absent.
- ✓ Board Subcommittee meetings are run by the Subcommittee Chair or other Subcommittee member if the Chair is absent.
- ✓ Public Hearings are run by the Board President or other presiding officer if the President is absent.
- ✓ Other meetings of District governmental bodies that may be required by State Statute or held pursuant to District Policy are run by a Lead Administrator or another administrator if Lead Administrator is absent.

I. School Board Meetings

A period for public input will be set aside during School Board meetings. No public input will be allowed during Closed Sessions.

Members of the public wishing to speak during the public input period are required to register to speak. Comments may address topics related to District operations and programs and are not limited exclusively to agenda items.

II. Board Subcommittee Meetings

Members of the public wishing to speak at Board Subcommittee meetings are required to register to speak and may only make comments related to items on the meeting agenda. Members of the public wishing to speak will be recognized by the Board Subcommittee Chair as that agenda item is reached.

III. Public Hearings

Members of the public wishing to speak at Public Hearings of the Board (e.g. annual budget discussions) are required to register to speak and may only make comments or request clarification related to specific items included on the agenda and during the public input portion of the hearing.

IV. Other Meetings of District governmental bodies that may be required by State Statute or held pursuant to District Policy

A designated period for public input will not be a part of the agenda for these meetings. Work completed at most of these meetings will ultimately be shared at Board Subcommittee and School Board meetings where public input is allowed. At any time, signed written communication is encouraged and will be accepted by the Lead Administrator of these meetings.

Guidelines for Speaking at School Board and Board Subcommittee Meetings

- Meeting agendas that are subject to the Open Meetings law are available on the District's website (via BoardDocs) before each meeting and hard copies are available at the meeting.
- Members of the public wishing to speak must complete and submit a registration form stating his/her name, address, and topic for comments prior to speaking. If a spokesperson is speaking on behalf of a group, he/she needs to indicate that on the registration form as well.
- The District respectfully requests that speakers refrain from presenting comments at public meetings that introduce complaints or concerns that are directed toward and that identify individual staff members or individual students. As such personnel-related and student-related matters implicate a variety of rights that require careful attention, the District has established a variety of alternative procedures for appropriately addressing such complaints. If a speaker persists in presenting a complaint about an individual staff member's conduct or an individual student's conduct or performance, the District officials who are present at the meeting will not attempt to resolve or respond to the speaker's complaint in that setting. Any person with such a complaint or concern may contact the Office of the Superintendent for information on the most appropriate means of raising or pursuing his/her complaint. Generally, such complaints or concerns should be channeled through the AASD Complaint Procedure (Policy 870 and 870-Rule).
- The Board President or Chair shall recognize all speakers who have registered to speak and will share the Public Input Disclaimer (see Appendix 1). The Board President, Chair, or the Board by motion, may limit (in a viewpoint-neutral manner) the total time allotted for public input or the amount of time allotted to individual topics.

Speaker Responsibilities at School Board and Board Subcommittee Meetings

- A speaker should be as brief as possible and only speak once during the period for public input. Unless additional time is granted, a speaker shall limit his/her presentation to a maximum of three minutes. A timer will be used.
- A group spokesperson may speak for up to five minutes on behalf of a group present at the meeting as indicated on the registration form. A timer will be used.
- Individuals or groups requiring greater length of time should communicate in writing. Written correspondence to Board members may be directed to the Board through its Executive Assistant or directly to their home addresses.
- A speaker's comments are limited to the public input period (e.g., either during the designated public input period during a School Board meeting or Public Hearing, or during a portion of the topic-specific discussion that occurs at a Board Subcommittee meeting).
- During periods of public input that are not limited to the meeting's agenda topics, a speaker's comments still must be reasonably germane to some aspect of the school district's policies, practices, programs, or operations.
- A speaker should not be unduly repetitious. For example, a speaker who attends multiple meetings should only sign up to speak if presenting new or additional information.
- A speaker retains all liability for his/her comments and conduct (i.e., the public input period does not offer any speaker any exemption from legal liability or from other lawful consequences that may result from the speaker's comments or conduct).

187-Rule (cont.)

- A speaker shall avoid conduct that is disorderly or speech that is obscene, threatening, harassing, or defamatory.
- A speaker should avoid engaging in political advocacy with respect to candidates for any elected office. Political advocacy related to specific candidates for office is not sufficiently germane to the meetings or to the public responsibilities of the bodies.
- No individual may present his/her verbal public input by proxy except as permitted as a reasonable accommodation for an individual with special needs. A person who is unable to attend a meeting in person may submit written comments to the District.

Authority and Responsibility of the Board President or Chair

To promote the lawful, orderly, and efficient progress of each meeting, the Board President or Chair shall have the authority to enforce the requirements of this policy and he/she shall conduct any period of public input according to established procedures.

- The Board President or Chair may call any registrant (or other attendee) to order and direct the individual to cease conduct, which violates any applicable law, policy, or procedure.
- The Board President or Chair may 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.
- If necessary, the Board President or Chair may contact law enforcement for assistance in maintaining order or safety.

School Board Meetings

When the School Board receives public input on topics/issues that are not part of the publicly-noticed meeting agenda, Board members shall not engage in any extensive discussion or debate on any such topic/issue, and shall not take any action addressing the merits of any such topic/issue. However, in exceptional cases, the Board President, a Board member who has been recognized by the Chair, or the Superintendent may briefly respond to the registrant (e.g., to ask a clarifying question or to provide a brief clarification or correction of information that was presented by the registrant). The Board President, Chair, or the Board by motion may refer an off-agenda topic/issue that is raised by a registrant to a future agenda or for follow-up by the administration.

Cross References: Policy 170, School Board Meetings
Policy 870, Public Concerns and Complaints

Legal References: Wisconsin State Statutes 19.81, 19.83(2), 19.84(2), 19.85, and 120.43

Adoption Date: September 14, 1987

Amended Dates: January 9, 2012 and March 12, 2018

Appendix 1

Public Input Disclaimer

The School Board welcomes public input. We thank you for being here. Your opinions and ideas are important to us. However, there are a few cautions we want to share with you.

The School Board respectfully requests that speakers refrain from presenting comments at public meetings that introduce complaints or concerns that are directed toward and that identify individual staff members or individual students. As such personnel-related and student-related matters implicate a variety of rights that require careful attention, the District has established a variety of alternative procedures for appropriately addressing such complaints. If a speaker persists in presenting a complaint about an individual staff member's conduct or an individual student's conduct or performance, the District officials who are present at the meeting will not attempt to resolve or respond to the speaker's complaint in that setting. Any person with such a complaint or concern may contact the Office of the Superintendent for information on the most appropriate means of raising or pursuing his/her complaint. Generally, such complaints or concerns should be channeled through the AASD Complaint Procedure (Policy 870 and 870-Rule). False statements or stigmatizing charges may subject the individual making such statements to legal repercussions, including, but not limited to, defamation claims. Conduct that is disorderly or any speech that is obscene, threatening, harassing, or defamatory is not permitted.

Again, we appreciate your input and support for our efforts to create the best learning environment for our students.

VIRTUAL MEETINGS AND BOARD MEMBER PARTICIPATION IN MEETINGS VIA TECHNOLOGY

REMOTE PARTICIPATION IN BOARD MEETINGS BY SCHOOL BOARD MEMBERS

The School Board strongly encourages all individual Board members to be physically present at all Board meetings in which they intend to participate in any capacity.

Pursuant to state law, no individual Board member may be excluded from any meeting of the Board. The Board implements the right of non-exclusion by directing that, unless a community, state, or national emergency situation requires otherwise, a physical meeting location that is sufficient to accommodate all Board members shall normally be designated for each regular and special meeting of the Board.

As a general rule, and assuming that a physical location sufficient to accommodate all Board members has been designated for a meeting, no individual member of the Board member has an enforceable legal right to insist upon the ability to attend or participate, in any capacity, in any Board meeting from a remote location via telephone conference, video conference, or another communications technology. This policy is not intended to independently create any such rights. However, as to any Board meeting for which a physical meeting location has been designated and which is not subject to the section of this policy, below, regarding virtual meetings during emergencies, the Board authorizes individual Board members to voluntarily elect to participate in certain Board meetings from a remote location under the following conditions and limitations:

1. Unless otherwise required by law or unless otherwise expressly provided under Board policy in specific circumstances, a Board member who chooses to participate (or to attempt to participate) in a meeting remotely via communications technology acknowledges all of the following:
 - a. Such choice is the voluntary exercise of a privilege, and the Board reserves discretion to limit, suspend, or terminate such privilege for any lawful reason.
 - b. The Board member assumes all risks of any unavailability, inadequacy, or failure of any communications technology that is intended to enable remote participation. Such risks include, but are not limited to, the possibility that the Board member's remote access and participation may become unavailable, limited, or disabled and that the meeting may continue without the Board member's participation.
 - c. The inability to participate in a meeting remotely using communications technology does **not** constitute an unlawful exclusion from the meeting.

2. A Board member does not have a right to individually choose or dictate the method(s) of remote access that may be offered for or used at any meeting.
3. The privilege of remote participation by Board members in a Board meeting that is directly and affirmatively authorized by this policy extends only to **open sessions** of regular and special Board meetings. The privilege **includes** being counted in the quorum requirement for such meetings, participating in discussion on items of business, and making and voting upon motions. However, to the extent a Board member is not permitted to vote on a matter before the Board due to the Board member's status as a remote attendee of the meeting, then such Board member shall not be included in the quorum count for such meeting or for the applicable portion of the meeting.
4. Unless the Board takes additional formal action (i.e., via a vote, as further detailed in the Authorizing Additional Remote Participation by Board Members section of this policy) to grant further affirmative authorization for remote participation via communications technology, the privilege of remote participation in Board meetings shall **not** extend to remote participation in any of the following:
 - a. A closed session portion of any meeting.
 - b. Even if occurring in open session, due process hearings or similar evidentiary hearings, including those relating to employment matters, as well as any deliberations or decision-making based upon such hearings.
 - c. The election of Board Officers by secret ballot. However, this limitation may be rendered moot by the Board either (1) choosing, at its discretion, not to use secret ballots for such an election; or (2) authorizing a Board member who is participating remotely to voluntarily cast a non-secret vote for the applicable Board Officer position(s) even though Board members who are physically present at the meeting are using secret ballots.
5. Any remote participation that is authorized at the discretion of the Board, whether by this policy or by additional formal action, is subject to express decisions of the Board that may deny, limit, or revoke the privilege as applied to specific meetings. In addition, upon an order of the presiding officer of the meeting, a Board member's remote participation may be limited (e.g., video feed turned off, microphone muted except when the Board member has obtained the floor, etc.) or terminated during a meeting if any of the following apply:
 - a. The Board member's attempted remote participation in the meeting is unreasonably interfering with conducting an orderly and efficient meeting.
 - b. The communications technology being used is not enabling appropriate participation, including, at a minimum, the sufficient opportunity for reliable, simultaneous aural communication among all participating Board members.

- c. For a reason that is directly related to the remote participation, there is uncertainty regarding the Board's compliance with the Open Meetings Law, including the requirement that the meeting must be sufficiently accessible to public observers.

Any order of the presiding officer under this provision shall be announced and recorded in the minutes of the meeting and is subject to an appeal for a final decision by the Board. The appeal may be made by any Board member who is then participating in the meeting.

- 6. Unless otherwise required by law or unless otherwise expressly provided under Board policy in specific circumstances, no Board meeting needs to be delayed, cancelled, or rescheduled solely to accommodate a Board member's request or attempt to exercise the privilege of remote participation via communications technology.
- 7. The authorization for a Board member's voluntary remote participation in Board meetings does not obligate the Board to arrange for the communications technology that is necessary to enable such remote participation for each and every Board meeting.

AUTHORIZING ADDITIONAL REMOTE PARTICIPATION BY BOARD MEMBERS

Notwithstanding any contrary voting standard that may be called for under any parliamentary authority, a motion to authorize any Board member's remote participation, in any capacity, in a closed session or in any other portion of a meeting that is not already affirmatively authorized for remote participation under Board policy shall require a standard majority vote in order to be approved.

- 1. Any motion and vote to consider granting additional affirmative authorization for a Board member's remote participation shall be taken up only if consideration of the question is sufficiently included in the public notice of the meeting. Accordingly, a Board member may need to provide the chief presiding officer and Superintendent with reasonable advance notice of their desire to request consideration of such exceptional authorization.
- 2. If the chief presiding officer and Superintendent receive a Board member's request to include consideration of such additional authorization for remote participation on a meeting agenda prior to the posting or publication of the public notice of the meeting, then the item shall be included in the meeting notice in the absence of exceptional circumstances that the presiding officer determines constitute lawful and sufficient reason for denying the request.
- 3. The Board member(s) seeking such additional, exceptional authorization to participate in a meeting remotely shall be entitled to make or second the relevant motion and may participate in the discussion and the vote on the motion.

4. As to any motion and vote relating to authorizing remote participation in a **closed session**, the motion and vote shall be taken up **prior to** the Board's consideration of the motion to convene in the applicable closed session. Therefore, any decision to authorize a Board member's remote participation in a closed session shall be contingent on a subsequent decision to actually convene in the closed session.
5. Confidentiality concerns and potential legal barriers and legal risks to a Board member's remote participation in such additional situations are relevant to the consideration of granting such authorization.

VIRTUAL MEETINGS AND REMOTE PARTICIPATION IN EMERGENCIES

Subject to any superseding determination by the Board, the Board President (or other acting chief presiding officer) is authorized to make a determination that a community, state, or national emergency exists in connection with any Board meeting and, based on such determination, structure one or more Board meetings as emergency virtual Board meetings under this section.

For purposes of this section of this policy, an emergency means (1) a situation in which an applicable law, order, or formal decree or declaration of a governmental authority disallows the Board members' simultaneous in-person attendance at a designated physical meeting location; or (2) some other community-level emergency situation exists (i.e., not specific to any individual's unique personal circumstances) such that designating a physical meeting location and expecting Board members to attend at that physical location would substantially and unreasonably endanger the health and safety of the Board members or District employees.

The distinguishing characteristics of an emergency virtual Board meeting under this section are the following:

1. Unless the Board itself directed the holding of an emergency virtual Board meeting, the Board President or other chief presiding officer, or their designee, shall notify all Board members that the meeting will be held as an emergency virtual Board meeting.
2. Even if a physical meeting location is designated and offered as an option to some Board members and/or to any members of the public, the Board members' participation in an emergency virtual meeting from a remote location via communications technology **shall not** be considered to be voluntary.
3. The public notice of the emergency virtual meeting shall include applicable information about public access to the meeting.
4. The Board President or other acting chief presiding officer is responsible for determining whether it is necessary or appropriate to include information in the public notice of the meeting that addresses the virtual structure of the meeting and/or the nature of the emergency situation.

5. Notwithstanding any other Board policy that may address the Board's normal approach to public comment periods during Board meetings, and unless otherwise expressly directed by the Board in connection with the specific emergency, the Board President or other acting chief presiding officer is authorized to determine whether an emergency virtual meeting will include a public comment period and, if so, the scope of such public comment period and the method(s) by which the public may address the Board.
6. For an emergency virtual meeting, this policy authorizes the remote participation by Board members while the Board is convened in any **open session or closed session** portion of such a meeting, subject to the limitation that, upon a request by the Board President or any Board member, each Board member who is participating in such a meeting from a remote location must affirm that he/she is taking adequate steps to safeguard the confidentiality of any closed session. A Board member's failure or unwillingness to so affirm is grounds for the Board, by a majority vote, to revoke authorization to participate in the closed session.
7. If a Board member is attempting to participate in an emergency virtual meeting from a remote location and is having difficulty establishing or maintaining a sufficient connection to the communications platform, the Board may need to make a decision whether the meeting will continue without such Board member's participation. Before making a decision that would limit or terminate any Board member's remote access to an emergency virtual meeting or allow the meeting to continue without a Board member's participation:
 - a. The presiding officer of the meeting may call, or any Board member may request, a temporary recess in the meeting to allow the Board member a reasonable opportunity to establish or restore his/her access and participation.
 - b. The presiding officer or a designee may attempt to contact the Board member to determine whether the Board member is willing to consent to voluntary non-participation in the remainder of the meeting.
 - c. The Board must evaluate whether, under the specific circumstances, a decision to continue the meeting without the Board member's participation would constitute an unlawful exclusion of the Board member.

REMOTE PUBLIC ACCESS TO BOARD MEETINGS

For any Board meeting for which sufficient public access to the meeting is provided at a specific physical location that is identified in the public notice of the meeting, this policy:

1. Neither requires the Board to offer nor prohibits the Board from offering the public any additional means of accessing and observing the meeting from remote locations using a communications technology platform. However, to the extent any such additional means of public access to a meeting is offered, it shall normally be

considered optional and supplemental such that any unavailability of such supplemental public access, or any lack of a complete or consistent transmission, shall not affect the Board's authority to proceed with the meeting.

2. Neither requires the Board to conduct nor prohibits the Board from conducting a public comment period or public hearing in a manner that permits members of the public to address the Board from a remote location using communications technology.

To the extent permitted by law, including in certain emergency situations where there is a health and safety danger to the in-person, physical attendance of members of the public at a Board meeting, the Board may arrange for lawful methods of remote public access to Board meetings using communications technology as a primary (i.e., not merely supplemental) means of complying with the public access requirements of the Open Meetings Law or other applicable legal obligations. In any such situation, the public notice of the meeting shall include adequate information regarding the applicable options for the public's remote access.

APPLICATION TO COMMITTEES AND OTHER GOVERNMENTAL BODIES

Subject to any superseding directive established by the Board, a committee created by a policy, resolution, rule, or order of the Board, as well as any other governmental body of the District, may hold virtual meetings and authorize remote access and remote participation in its meetings to the extent authorized for Board meetings under this policy. As applied to such committees and other governmental bodies of the District, references to individual Board members within this policy shall be understood to refer to the individual members of such bodies, and all duties and authority held by the Board and by the Board President under this policy shall be held by the relevant body and by its chief presiding officer. Likewise subject to any superseding directive established by the Board, a District governmental body may also vote to require all members of the body to be physically present at meetings in order to participate in the body's meetings.

Legal References:

Wisconsin Statutes

Subch. IV of Ch. 19	[open meetings of governmental bodies; including public accessibility requirements, closed session exemptions, and other provisions]
Section 19.81(2)	[public accessibility of board meetings]
Section 19.89	[no member of a governmental body may be excluded from any meeting of such body]
Section 120.11(1)	[school board meetings and definition of quorum in common and union high school districts] {Editor's Note: Unified school districts should delete this reference.}
Section 120.43	[school board meetings in unified school districts]

Adoption Date: August 22, 2022