

# Appleton Area School District



## Charter School Handbook

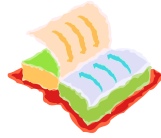
**For Charter School Developers  
& Current Charter Schools**

Appleton Area School District  
Administrative Offices  
122 E College Avenue  
Suite 1A  
Appleton, WI 54911  
Phone: (920) 832-6142  
FAX: (920) 832-1725

*Please contact Dr. Al Brant about  
the chartering process.*

Revised August 2017

# TABLE OF CONTENTS



<b><u>Documents:</u></b>	<b><u>Page</u></b>
Brief Description of a Charter School .....	3
Charter Expansion Guidelines.....	4
Charter Steering Committee & General Timeline .....	6
Proposal Submission Cover Sheet .....	7
Proposal Checklist.....	8
Charter School Proposal Process .....	9
Charter School Contract Template .....	11
Summary of Proposed Changes.....	32
AASD Charter School Contacts & Assistance .....	33
List of AASD Charter Schools for the 2017-2018 School Year .....	34
 <b><u>Appendix:</u></b>	
A. Charter School Authorizer Annual Report.....	38

## What is a Charter School?

Charter schools are public, nonsectarian (nonreligious) schools created through a contract or “charter” between the operators and the sponsoring school board. They are first and foremost about student learning and achievement. Charter schools are also about educational choices, school-site accountability and autonomy, innovation, and revitalizing public education from the ground up.

Wisconsin was one of the first states to enact a charter school law in the early 1990’s. The Wisconsin State Charter School Law gives charter schools the freedom from most traditional state mandates and regulations. In return for this freedom, charter schools are held accountable for student performance, financial matters, and effective school operations. The superintendent and school board involve the entire community in the establishment of charter schools because collaboration is the driving force behind any endeavor, especially an educational one. Charter schools and their sponsors create an accountability plan as part of the charter contract.

Facts about charter schools:

- Charter schools are tuition free and enrollment is voluntary.
- They have the flexibility to design and deliver innovative curriculum in nontraditional ways in order to meet the needs of participating students.
- They may not discriminate in admissions, programs, or activities.
- Students take state tests required of other public school students.
- Teachers are certified and licensed by the Wisconsin Department of Public Instruction.
- Employees are district employees and subject to all district policies and regulations.

## Why Do We Have Charter Schools?

The AASD recognized the need for charter schools through conversations with parents and students, outreach to local and statewide communities, and the knowledge that the traditional classroom does not always meet the needs of all students. Our charter school students generate state aids just as traditional students do. The AASD has encouraged the growth of charter schools to better meet the diverse needs of its students at no additional cost to the district. We believe our community desires alternative choices in learning; these options strengthen our total district program.

**A charter school is a public school** that, in accordance with enabling state statute, is exempt from most provisions of Wisconsin Statute, Chapters 115 to 121, except as otherwise explicitly provided.

**The charter school community** has agreed, in return for more **autonomy** from state and local control, to **accept and be held to higher standards of accountability** as shown in Charter School Rubric (Appendix A).

**AASD Charter Steering Committee Membership:** Assistant Superintendent; representative charter school principal from high school, middle school, and elementary school levels.

**Purpose:** To provide guidance and support for new charter proposals and ongoing support and oversight for current charter schools. This committee will review and monitor annual achievement and progress of all charter schools. See Appendix A.

### **Charter Expansion Guidelines**

The Appleton Area School District (AASD) encourages creative and innovative approaches to teaching and learning in many ways. Since 1999, one way that the district has supported teachers, parents and community members who have new ideas to meet the diverse needs of our students has been through charter school development. In all cases, charter developers have been expected to provide evidence in several key areas including community need for the particular model of charter programming, the uniqueness of the model in light of current district offerings, solid enrollment projections to support teacher FTE and a budget plan to sustain the new charter school into the future.

In recent years, charter models focused on closing achievement/opportunity gaps have been given priority for funding by the Department of Public Instruction and AASD district leadership and school board members.

The current and future strength of the AASD as a whole depends upon strong neighborhood schools operating side by side with our charter school options. As the AASD continues to strive toward providing unique educational opportunities for students and parents through our charter schools, we are also firmly committed to providing strong neighborhood schools for all neighborhood students. Therefore, each request to expand an existing charter school will include a careful examination of how that expansion may negatively or positively impact the viability and enrollment of our neighborhood schools.

### **Considerations for Expansion of Current Charter Schools**

#### **Need and Capacity**

The charter governing board, in collaboration with the charter school administrator, must provide evidence in the following areas:

- **Need for expansion** The charter school must provide a three to five year history of waiting lists that demonstrate a need for expansion. If demographic data is available for the waiting lists, the waiting list population must reflect the district demographic profile as noted below.
- **Capacity of current location to house additional charter classrooms**
- **Administrative capacity at the current location to support expanded enrollment**

## **Demographic Profile**

To be considered for expansion, charter schools must be within 5% of the District average for students eligible for free/reduced lunch. In addition, charter schools should be reflective of the overall AASD demographic profile as described below.

### **2016 AASD Demographic Profile**

#### **Elementary:**

- Students eligible for free/reduced lunch: 43%
- English Language Learners: 9%
- Students receiving special education services: 15%
- Historically Under-served Students (may include African American, Hispanic, Hmong, Native American students that do not fit into the other categories).

#### **Middle and High School:**

- Students eligible for free/reduced lunch: 35%
- English Language Learners: 9%
- Students receiving special education services: 15%
- Historically Under-served Students (may include African American, Hispanic, Hmong, Native American students that do not fit into the other categories).

## **Student Achievement Data**

As measured by district standardized assessments and Measures of Academic Progress (MAP), current charter school performance data must show that student proficiency and growth are at or above district averages in reading and math, both overall and within demographic groups.

## **Economic Considerations**

If the demographic and achievement criteria above are met, the district will then evaluate the following economic factors to determine whether or not it is economically feasible for the district administration to recommend expansion of the charter school to the AASD Board of Education:

1. Potential need for remodeling or construction of additional instructional spaces
2. Additional classroom resources needed: technology, curriculum materials, furniture, copier, etc.
3. Additional administrative support needed
4. Additional staffing needs: student services, clerical, maintenance and other support staff

**If charter expansion is not approved, it may be revisited if/when criteria are met or conditions change.**

## General Timeline

A timeline is provided below for proposing and implementing a charter school in the Appleton Area School District. Although the dates shown below are **deadlines**, completing these steps well in advance of the dates listed would be advantageous.

An initial contact can be made at anytime with the Central Office of the Appleton Area School District to identify the desire of a group to explore the possibility of establishing a charter school. For all practicality, the following timeline has shown to be successful in the planning and implementation of past charter schools.

- Sept. 15      A meeting with the assistant superintendent in charge of charter schools should be scheduled to discuss the ideas of the developer and their feasibility.
  
- Nov. 1        A meeting with the AASD Charter Steering Committee and the developer should be scheduled to help answer questions on developing a proposal to the AASD Board and begin work on developing elements needed for a grant application. Ongoing support and meetings will be provided, as needed.
  
- Jan. 5        Final proposal is submitted to and reviewed by the AASD Charter Steering Committee for approval to proceed to the AASD Board's Programs and Services Committee meeting for approval.
  
- Feb. 15      Final approval from the AASD Board should be determined.
  
- Apr. 15      Charter school planning grants submitted to DPI (current DPI deadline).
  
- Sept. 15     If grant funds are provided, begin further planning of the new charter school and development of charter school contract.
  
- Nov. 1        Recruitment plan in place to recruit students for the new school.
  
- Jan. 5        Present draft charter contract to AASD Charter Steering Committee.
  
- Mar. 1        Submit charter contract between AASD and the charter school developers to the AASD Board of Education.
  
- Apr. 15      State deadline to submit any necessary paperwork to DPI for continuing grant monies.
  
- Sept. 1       Charter school opens.

**Appleton Area School District  
Charter Proposal Submission Cover Sheet**

**Name of Charter School:** \_\_\_\_\_

**Name of Primary Contact Person:** \_\_\_\_\_

**Title/Relationship to Proposed School:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

*(Day)*

*(Cell)*

**Email Address:** \_\_\_\_\_

**INCLUDED IN THIS SUBMISSION:**

- Executive Summary
- Completed Proposal
- Digital Copy
- Signed Petition
- Appendices

**The proposed school will open in the fall of school year:** \_\_\_\_\_

**Term of charter requested:** \_\_\_\_\_

School Year	Grade Levels	Total Student Enrollment
1 <sup>st</sup> Year		
2 <sup>nd</sup> Year		
3 <sup>rd</sup> Year		
4 <sup>th</sup> Year		
5 <sup>th</sup> Year		

1) I understand the Appleton Area School District Board reserves the right to give priority to petitions and proposals that directly address identified areas of need of targeted student populations within the district and to replicate currently successful schools.

2) I certify that I have the authority to submit this petition/proposal and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the petition/proposal process or revocation after award.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date Submitted*

\_\_\_\_\_  
*Printed Name*

## Proposal Procedure Checklist

**Proposals should be submitted to:** AASD Charter Steering Committee, AASD Scullen Center, 122 E College Avenue, Suite 1A, Appleton, WI 54911

**Proposals may be submitted any time during the year; however, proposals that are filed after 4:30 p.m. on January 5, in any year will not be considered for start-up (formal planning) in the following school year.** (For example, in order for a charter school to start up in September, the petition or proposal must be filed by **4:30 p.m. on January 5 of that same year**).

**\*PLEASE NOTE:** In the event **January 5th** is a non-work day (i.e. holiday, weekend) in any year, proposals/petitions **must be received by the last official day of business PRIOR to January 5th.**

***The AASD Charter Steering Committee provides assistance and support for interested parties who are seeking to submit an AASD charter school proposal.***

1)	Contact AASD Charter School Steering Committee at 832-6142 about the proposal process.
2)	Include the Charter Proposal Submission Cover Sheet with contact information.
3)	Include an <b><u>Executive Summary</u></b> of no more than two (2) pages as an attachment. Include the educational program to be offered and expected student outcomes.
4)	Prepare to submit the charter school proposal in the following format: <ul style="list-style-type: none"> <li>• One hard copy original <b><u>with</u></b> all attachments/appendices</li> <li>• Number all pages for quick reference, and include a table of contents</li> <li>• One digital copy of proposal.</li> </ul>
5)	<p><b>APPENDICES you may want to consider including</b></p> <ul style="list-style-type: none"> <li>a) Proposed budget in consultation with AASD</li> <li>b) Letters of support from business and community partners</li> <li>c) Additional curriculum information to support educational concept</li> <li>d) A list of waivers at the district and/or state level that the charter school may seek to implement its educational goals</li> <li>e) Sample student schedule</li> <li>f) Sample teacher work week</li> <li>g) Vitae and <b><u>contact information</u></b> of the applicant team</li> <li>h) Proposed school calendar</li> <li>i) Special education plan</li> <li>j) Diversity plan</li> <li>k) School discipline plan</li> <li>l) Local assessments</li> <li>m) Any other pertinent information</li> </ul>



## CHARTER SCHOOL PROPOSAL PROCESS

**Step 1. Discuss/AASD Charter Steering Committee.** Representatives of potential charter school discuss/meet to discuss their educational program and district priorities.

**Step 2. Develop Proposal.** Charter proposal is developed consistent with WI Stats. §118.40 and any AASD policies and guidelines. The AASD Charter Steering Committee can assist with the development of the proposal.

**Step 3. Deliver Proposal.** Charter proposal must be received by the AASD District Office on or before January 5<sup>th</sup>.

**Step 4. Proposal Review.** The charter school proposal is reviewed by the District Leadership Team and the AASD Charter Steering Committee. After the internal review, a meeting will be held with the developers to review the proposal for any needed clarifications. The proposal will either be approved to go to Programs and Services for consideration of applying for grants or revisions may be requested in order to proceed (in which case Step 4 is repeated).

**Step 5. Charter School Proposal goes to Programs & Services.** An assistant superintendent and the charter school developers submit their proposal in writing to the AASD Board and give a presentation to the Board's Programs and Services Committee. The Programs and Services Committee will make a recommendation for the full Board to consider.

**Step 6. AASD Board Action on Proposal.** If the proposal is granted, the developer must submit its grant application to DPI and begin development of the charter school contract.

**Step 7. Charter School Contract is Negotiated.** After receiving word that the charter grant through DPI has been given, the developer completes a draft contract and submits it to the AASD Charter Steering Committee for review.

**Step 8. Charter Contract Approval.** The contract is taken to Programs and Services for a recommendation of approval from the full Board. The developer and assistant superintendent answer any questions the Board may have. Programs and Services Committee will make recommendation for the full Board to consider.

**Step 9. Charter School Opens.**

## AASD Charter School Contract Template

### Initial Charter Contract

When you are ready to develop your charter contract, you are HIGHLY encouraged to contact the district office. The assistant superintendent will connect you with the AASD Charter Liaison to meet with you to discuss the development of your contract and answer questions you may have.

AASD has provided a charter contract template. The contract you develop should mirror this format and general content. Any area in the contract that has a blank must be filled in with specific school information. Areas shaded gray are in place as an example of what you might include in your narrative for that particular section. **When entering your information in these areas, please leave them shaded gray.**

**All areas typed and in white should be left as is. If a charter developer (or charter contract renewal) wants to alter any of the areas in white, they must be highlighted in yellow.** In addition to the highlighting in yellow, the **Summary of Proposed Changes** must be completed (found at the end of the Charter Contract Template).

All charter contracts must follow this format. Deviations from this format will not be considered. **Please make sure the format, color coding, and Summary of Proposed Changes are in place.**

### Re-chartering

When a charter school's current contract is in its final year or at any point when a charter governing board would like to re-charter and/or make significant revisions to their contract, the most current charter contract template should be followed. **Please read the directions above regarding the color coding when using the contract template.**

Include on the **Summary of Proposed Changes** chart all revisions made to the contract from the previous charter school contract.

**CHARTER SCHOOL CONTRACT BETWEEN  
THE APPLETON AREA SCHOOL DISTRICT AND \_\_\_\_\_**

**THIS AGREEMENT** is made by and between the Board of Education of the Appleton Area School District ("AASD"), 122 E. College Ave., Suite 1A, Appleton, WI 54911 and \_\_\_\_\_ Governance Board ("\_\_\_\_\_"), \_\_\_\_\_, Appleton, Wisconsin, 54914

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

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

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

**1. Definitions.**

When used in this Agreement, the following definitions shall apply: See Examples a. & b.

- a. "Host School": means a public school in the AASD that allows FRA to use its classrooms and other educational facilities for the purposes of educating FRA's students.
- b. "Partner School": means a public or private school with which FRA students participate in co-curricular activities and student events.

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

5. **Educational Program.** The following is a description of the \_\_\_\_\_ educational program of the school and methods used to enable pupils to attain the educational goals under Wis. Stat. § 118.01. \_\_\_\_\_ shall notify the AASD in a timely manner in the event of a change in instruction method.
- a. \_\_\_\_\_ students' needs will be met through a standards-based integrated instruction in multiage classrooms with the environment, specifically the Fox River Watershed (definition: the region drain by one river system) serving as the tool through which all subjects are taught.
  - b. The non-sectarian, standards-based curriculum is particularly appropriate for students who require hands-on, relevant learning; have a curiosity about the world around them; have difficulty transferring learning from one instructional context to the next; and have a highly developed naturalist intelligence (e.g., Gardner).
  - c. A key difference between \_\_\_\_\_ and those of traditional elementary and middle schools is that science and social studies topics related to the environmental science, history, economy, politics, and culture of the Fox River Valley will serve as the core topics through which reading, writing, and math will be integrated. As students move up the grade levels, they will use learning focused on our local environment to make connections to state, national, and world events and history. In other words, learning will have a very local focus in the early years and become more global and far-reaching in later years at \_\_\_\_\_.
  - d. \_\_\_\_\_ will follow the curriculum and design work of educational researcher Grant Wiggins in his work, *Understanding By Design*. The innovative and research-based curriculum used by \_\_\_\_\_ will be based on a broad, encompassing questions, or essential questions, to guide learning. These essential questions, based on major science and social studies themes related to the natural environment, will direct the focus of all core subjects using the environment as an anchor for learning. The environmentally focused, non-sectarian curriculum uses the school's surroundings and community as a framework and context for student learning. Wisconsin curriculum standards in core academics will be addressed in the integrated units.
  - e. Students will actively participate weekly in outdoor field experiences that will involve observing natural phenomenon, collecting data, testing and evaluating hypotheses, and drawing conclusions. The content area instruction the students receive at \_\_\_\_\_ will be fluid and connected to the essential questions of Science and Social Studies.
  - f. Reading, writing, math, and technology will be taught as supportive thinking skills needed by an informed citizen. Direct, focused skill instruction will occur in Reading and Writing. Students will spend the majority of the time in these two subjects applying the skills and strategies within assigned and self-selected works of literature and writing under guidance of the classroom teachers.
  - g. A math text will be adopted that focuses on mastery learning of mathematical concepts and procedures and emphasizes problem solving with real world

applications. These mathematical skills and strategies will be further emphasized in the Science and Social Students inquiry projects undertaken by students.

- h. Through joint planning with the building physical education teacher, we will integrate outdoor recreation adventures into our curriculum. Through partnerships with sporting goods stores and community organizations, we will secure equipment for these adventures.

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

a. **Student Goal 1--Increase student achievement in state standardized assessments.**

- (1) Objective: Eighty Percent (80%) of FRA students will score proficient or advanced proficient in reading as begun November 2006 after one full academic year.

Assessment: WSAS Assessments or any future state assessments

- (2) Objective: Eighty Percent (80%) of FRA students will score proficient or advanced proficient in mathematics as begun November 2006 after one full academic year.

Assessment: WSAS Assessments or any future state assessments

- (3) Objective: Eighty-Five Percent (85%) of FRA students will score proficient or advanced proficient in science as begun November 2006 after one full academic year.

Assessment: WSAS Assessments or any future state assessments

b. **Student Goal 2--Increase student achievement on MAP tests.**

- (1) Objective: Eighty Percent (80%) of FRA students will score at or above the District average in reading, beginning Spring 2011, after one full academic year.

Assessment: MAPs or any future state assessments

- (2) Objective: Eighty Percent (80%) of FRA students will score at or above the District average in mathematics, beginning Spring 2011, after one full academic year.

Assessment: MAPs or any future state assessments

c. **Student Goal 3—Other assessments specific to charter school.**

- (1) Objective: By the end of the academic year One Hundred Percent (100%) of students will achieve proficient or advanced proficient levels of performance. Students will engage in scientific inquiry and research culminating in an end of year project, as begun September 1, 2005. Assessment: Students will be evaluated using a performance assessment in which a scientific problem will be

posed and students must conduct an investigation and use scientific equipment appropriately. The performance assessment will be developed by the curriculum committee.

- (2) Objective: By the end of the academic year One Hundred Percent (100%) of students will achieve proficient or advanced proficient levels of performance. Students will engage in scientific inquiry and weekly research in the field, reporting their results in weekly field notes as begun September 1, 2005.

Assessment: Field note rubric developed by the curriculum committee.

- d. Student Goal 4—Create well-rounded environmentally literate students who are proficient in the use of strategies, learning processes, and higher order thinking skills needed to be stewards of the environment.

- (1) Objective: One Hundred Percent (100%) of students will identify local environmental problems and propose appropriate solutions. Each student will participate in at least one investigation. Students will define a specific problem, research it, and propose appropriate solutions as begun January 1, 2006.

Assessment: Students will be evaluated using a scientific inquiry rubric as well as a presentation rubric. The rubric will be developed by the curriculum committee.

- (2) Objective: One Hundred Percent (100%) of students will be involved in at least one community service project relating to the environment. Each student will be required to complete 10 hours of service throughout the school year as begun January 1, 2006.

Assessment: Students will document community service through photographs, written responses, and reports to the Governance Board and community.

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

- b. Lead Teacher. \_\_\_\_\_ will be a teacher led school. The lead teacher will coordinate and oversee the daily operation of the school and will work closely with the \_\_\_\_\_ Governance Board to ensure that the educational goals of the school are met. Communications from AASD needed for procedural purposes will go to the \_\_\_\_\_ Lead Teacher as well as the \_\_\_\_\_ Principal. The \_\_\_\_\_ Lead Teacher will meet regularly (minimum once per month) with the assigned principal to provide consistent and collaborative communication.
- c. Principal. A principal will be assigned to \_\_\_\_\_ by AASD. AASD will appoint the principal in collaboration with the \_\_\_\_\_ Governance Board. The \_\_\_\_\_ principal will demonstrate an interest and a commitment to the students as well as the mission and vision of the school. The \_\_\_\_\_ principal will be appropriately licensed, pursuant to state law.
- d. Governance Board Constitution. Other than issues specifically addressed in this Agreement regarding the \_\_\_\_\_ Governance Board, the size, method of appointment and constitution of the \_\_\_\_\_ Governance Board will be as stipulated in the \_\_\_\_\_ 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 \_\_\_\_\_ Governance Board.
- e. Officers. Election of officers is detailed in the by-laws of the \_\_\_\_\_ Governance Board.
- f. Meetings. Meetings will be held \_\_\_\_\_ times per year. A quorum, consisting of a majority of the Voting Members of the \_\_\_\_\_ 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. \_\_\_\_\_ will produce an Annual Report for the Governance Board and will make this document available to the Board of Education and community. The Annual Report will include:
- (1) state testing results
  - (2) MAP test results
  - (3) enrollment data
  - (4) attendance data
  - (5) student and parent satisfaction survey results
  - (6) financial report
  - (7) student academic progress
  - (8) Other \_\_\_\_\_



## 8. Parental and Community Involvement.

The \_\_\_\_\_ 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:

### Example

Parents/guardians will be involved in the \_\_\_\_\_ by having representation on the \_\_\_\_\_ Governance Board. Parents/guardians will also serve on \_\_\_\_\_ 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 \_\_\_\_\_.

- a. \_\_\_\_\_ will provide numerous opportunities for meaningful parent/community involvement. The community service requirement, the use of community members as primary sources in research, the opportunity to develop mentor relationships, and student end-of-year/capstone projects all serve to encourage students and parents to become concerned and contributing members of their communities on local, state, national and international levels.
- b. For the period that \_\_\_\_\_ is housed within a Host School, students will be able to participate in the after school activities available to the students of the Host School. If \_\_\_\_\_ students meet the age range for afterschool programs, \_\_\_\_\_ students will be able to attend these programs at the Host School.
- c. \_\_\_\_\_ will enrich the opportunities for students and staff at the Host School in a variety of ways as well. Speakers and programs brought in by \_\_\_\_\_ will be made available to the Host School's students, parents, and staff. \_\_\_\_\_ materials purchased through grant funds will be available for loan to the Host School's staff as well. Finally, positive learning relationships will develop as \_\_\_\_\_ students share their knowledge with students of the Host School when project fairs are held.
- d. Parents will receive mid-quarter and quarterly reports on student progress at \_\_\_\_\_. Parent-teacher conferences will be held at the close of the first and third quarters. Additional parent teacher conferences, electronic mail, print correspondence, and telephone contacts will be used on an individual basis to communicate student progress when the parents, or teachers, feel it is appropriate.
- e. Students from the 5<sup>th</sup> through 8<sup>th</sup> grades will: have email accounts assigned by \_\_\_\_\_; be able to post podcasts and webcasts, create blogs, and fully utilize available technology under the supervision and website administration of \_\_\_\_\_ teachers.
- f. Parental issues, concerns, questions, and complaints will be handled following these steps:
  - (1) Contact the classroom teacher.
  - (2) If resolution has not been reached, or if the concern is school wide, the \_\_\_\_\_ lead teacher will be contacted.
  - (3) If resolution is still not reached, the principal will be contacted.

- (4) If resolution is still not reached, the Assistant Superintendent will be contacted.
- (5) Unresolved issues may be appealed 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 \_\_\_\_\_ will be teachers who are appropriately licensed pursuant to state law. The positions will be posted to indicate that candidates should demonstrate an interest and a commitment to the students as well as the mission and vision of the school. They should also have knowledge or a desire to acquire knowledge in Environmental Education and a willingness to conduct lessons out-of-doors on a regular (weekly at minimum) basis. All provisions of the Employee Handbook for posting and selection of teaching staff will be followed.
- b. Teachers who work at \_\_\_\_\_ 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 \_\_\_\_\_ will be posted and filled through the staffing process as outlined in the AASD Employee Handbook.
- e. \_\_\_\_\_ 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 \_\_\_\_\_ may be located. In addition, the health and safety policies applicable to all other non-charter schools in the AASD shall apply equally to \_\_\_\_\_.

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

- a. \_\_\_\_\_ 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. \_\_\_\_\_ official non-discrimination policy will be applied in all operations. Access to \_\_\_\_\_ 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. \_\_\_\_\_ 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. \_\_\_\_\_ 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 \_\_\_\_\_ is voluntary and no tuition is charged. Students who do not wish to attend or are not admitted to \_\_\_\_\_ 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 \_\_\_\_\_ 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. \_\_\_\_\_ will give enrollment preference to current students at \_\_\_\_\_. This group will be exempt from the lottery. Siblings of current students will be given preference in the lottery.
- e. Children of \_\_\_\_\_ full-time staff and governing board members may be given a preference for enrollment but must be limited to no more than 10% of \_\_\_\_\_'s total enrollment.
- f. Students may enroll and attend \_\_\_\_\_ at any point during the school year as space permits in accordance with \_\_\_\_\_ 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: \_\_\_\_\_ 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 \_\_\_\_\_ space. In addition, \_\_\_\_\_ receives funding based on the per-pupil formula applied to all schools in the AASD. The \_\_\_\_\_ 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 \_\_\_\_\_ in the same manner as it does for all AASD schools. As the school's enrollment grows, the necessary FTE's will increase, based on what are current AASD class ratios. Specialists will be allocated by AASD formula as well.
- d. Administration: Administrative services will be provided in the same manner as other AASD schools, including but not limited to: accounting, bookkeeping, risk management, auditing, cash management, payroll, benefits, administrations, labor relations, enrollment pupil services, record keeping, and general testing of students.
- e. Curriculum: Curriculum will be developed with input and/or assistance of environmental foundations and university personnel. A quality curriculum at \_\_\_\_\_ 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 \_\_\_\_\_ will fall under the umbrella of the AASD's liability insurance.
- g. Co-curricular Activities: All \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ to attend environmental education workshops and other professional development conferences that are aligned to the mission and goals of \_\_\_\_\_.
- m. Health and Safety: \_\_\_\_\_ will rely upon AASD nursing staff and trained staff to provide the necessary resources. \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ Governance Board reserves the right to create and/or approve a \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_. Students, who do not elect to attend \_\_\_\_\_, may attend a school within the AASD in conformance with the enrollment policy of the AASD Board of Education.

**16. Tuition.** \_\_\_\_\_ shall not charge any tuition. \_\_\_\_\_ 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 \_\_\_\_\_. The scope of the annual audit will be determined by the AASD and conducted at the expense of the AASD. \_\_\_\_\_ 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 \_\_\_\_\_ 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.

**18. School Facilities and Liability Insurance.**

- a. Facilities. \_\_\_\_\_ is currently located at \_\_\_\_\_, Appleton, Wisconsin, \_\_\_\_\_. The AASD will ensure that the building(s) in which the Charter School program is located meet(s) all building codes and other building requirements for a public school facility.
- b. Liability Insurance. The AASD shall insure all ordinary and reasonably foreseeable risks related to operation of \_\_\_\_\_ including liability, property, worker’s compensation, errors and omissions, and comprehensive coverage.

**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, \_\_\_\_\_ 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 \_\_\_\_\_ of any provision of this Agreement;
    - b) Failure by \_\_\_\_\_ Governance Board to comply with all applicable law, relating to this Agreement or operation of \_\_\_\_\_, 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 \_\_\_\_\_ Governance Board, or its employees or agents in connection with the performance of the obligations of \_\_\_\_\_ Governance Board under this Agreement. The obligation of \_\_\_\_\_ 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 (Name of School) Governance Board

- 1) Subject to the limitations and immunities set forth in Section 893.80 of the Wisconsin Statutes and all similar laws, to the extent applicable under law, AASD agrees to indemnify, defend and hold \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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.** \_\_\_\_\_ 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 \_\_\_\_\_ (insert Charter School name) 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.

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

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

- a. AASD will provide employees to provide required IEP services to \_\_\_\_\_.
- b. \_\_\_\_\_ 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. \_\_\_\_\_ shall document the interventions as required through the Response to Intervention Process for use and consideration in all referrals under the IDEA.



- d. \_\_\_\_\_ will cooperate with the LEA in all initial evaluation and re-evaluation processes.
- e. \_\_\_\_\_ 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. \_\_\_\_\_ will provide the LEA with any required data for IDEA self-assessment process in a timely fashion.
- g. \_\_\_\_\_ shall provide appropriate notification to parents of all the LEA notices and procedural safeguards.
- h. \_\_\_\_\_'s implementation of the student IEPs shall follow the LEA AASD calendar, which will be provided to the \_\_\_\_\_ annually. If the \_\_\_\_\_ school calendar does not follow the LEA AASD calendar, IEP implementation shall follow the \_\_\_\_\_ 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 \_\_\_\_\_ in accordance with state requirements and sent upon request.
- k. The \_\_\_\_\_ 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. \_\_\_\_\_ 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 \_\_\_\_\_ in CPI: Nonviolent Crisis Intervention Training rotation schedule.
- p. The District will invite the \_\_\_\_\_ special education staff to any District- wide special education professional development opportunities.

**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

\_\_\_\_\_ school year, and shall expire at midnight, on June 30, \_\_\_\_\_, 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 \_\_\_\_\_ 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 \_\_\_\_\_ deem appropriate.
- c. Termination by Board of Education. This Contract may be terminated by the AASD Board of Education if it finds that:
- (1) \_\_\_\_\_ has insufficient enrollment to successfully operate a charter school,
  - (2) If \_\_\_\_\_ fails to comply with generally accepted accounting principles and standards of fiscal management,
  - (3) If the students of \_\_\_\_\_ have not shown sufficient academic progress using multiple measures. Students enrolled at \_\_\_\_\_ for two or more consecutive years will perform at or above AASD average on WSAS or MAP tests of mathematics and reading and local authentic assessment measures agreed upon jointly by the \_\_\_\_\_ Governance Board and AASD.
  - (4) If students enrolled in \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ will take to attain such educational goals within a reasonable timeframe. If the AASD Board accepts the written plan, or a modified plan, \_\_\_\_\_ shall be allowed a reasonable time in which to correct the progress deficiencies.
  - (5) The \_\_\_\_\_ 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) \_\_\_\_\_ has failed materially to comply with Applicable Law,
  - (7) Any director, members, employee, or agent of \_\_\_\_\_ has knowingly violated any statute, ordinance or Board policy with respect to the operation of the Charter School,
  - (8) \_\_\_\_\_ knowingly violates Section 118.40 of the Wisconsin Statutes governing charter schools,
  - (9) \_\_\_\_\_ 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 \_\_\_\_\_, the AASD will provide written notice of the specific material default asserted and afford \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ undertake corrective and remedial actions identified by the AASD. Termination of this Contract may be suspended by AASD upon compliance by \_\_\_\_\_ 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 \_\_\_\_\_ is put at actual risk thereby, the AASD Board of Education shall provide \_\_\_\_\_ 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 \_\_\_\_\_ pending further action.
- f. Termination by (Name of School) Governance Board. This Contract may be terminated by \_\_\_\_\_ Governance Board if \_\_\_\_\_ finds that any of the following have occurred:
- (1) \_\_\_\_\_ 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 \_\_\_\_\_ 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.
- \_\_\_\_\_ shall provide notice of termination effective June 30 of any year upon written notice to the Board of Education prior to January 31. When \_\_\_\_\_ asserts a material default on the part of the AASD, \_\_\_\_\_ 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, \_\_\_\_\_ shall assist the AASD Board of Education in conducting a final accounting of \_\_\_\_\_ by making available to the AASD Board of Education all books and records that have been reviewed in preparing \_\_\_\_\_ annual audits and statements under Section 17 of this Contract.

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

**23. Autonomy.**

- a. \_\_\_\_\_ will be exempt from all state educational laws and policies to which it is entitled to exemption in the Wisconsin State Charter School law (Wisconsin Statute §118.40).
- b. Particularly, (name of school) and the \_\_\_\_\_ 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) MAP Testing
  - 7) Other District Wide Assessments
  - 8) Course Offerings
  - 9) \_\_\_\_\_ Grade Promotion— \_\_\_\_\_ Governance Board to establish criteria
  - 10) \_\_\_\_\_ Graduation Requirements— \_\_\_\_\_ 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

122 E College Avenue, Suite 1A  
Appleton, Wisconsin 54911

With a copy to: Superintendent of Schools  
Appleton Area School District  
122 E College Avenue, Suite 1A  
Appleton, Wisconsin 54911

To \_\_\_\_\_: Board President  
\_\_\_\_\_(Name of School)\_\_\_\_\_  
\_\_\_\_\_(Address of School)\_\_\_\_\_  
Appleton, WI \_\_\_\_\_

With a copy to: Principal  
\_\_\_\_\_(Name of School)\_\_\_\_\_  
\_\_\_\_\_(Address of School)\_\_\_\_\_  
Appleton, WI \_\_\_\_\_

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 \_\_\_\_\_ 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 \_\_\_\_\_ shall have no effect on the liability of \_\_\_\_\_ other than those obligations specifically undertaken by \_\_\_\_\_ 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 \_\_\_\_\_'s consent. Within the five (5) year period following the effective date of this Contract, \_\_\_\_\_ shall seek to achieve full capacity of 200 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:

\_\_\_\_\_  
James R. Bowman  
Board of Education Clerk

Date: \_\_\_\_\_

\_\_\_\_ **Name of Charter** \_\_\_\_\_

By: \_\_\_\_\_

**Name**

Governance Board President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**Name**

Governance Board Secretary

Date: \_\_\_\_\_

**Summary of Proposed Changes for  
Name of Charter**

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

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

Item #	Section and Page(s) of contract	Proposed Contract Revisions	Rationale <i>(Be specific, you must identify the Law, Policy, Bargaining agreement, or current practice the justifies the need for the revision)</i>	Lead Person Requesting Change	Notes
Sample	p.16 #13. f	Eliminate language regarding food service	Virtual school does not need a lunch program	Charter Board President	
1					
2					
3					
4					





## AASD CHARTER SCHOOL INFORMATION AND ASSISTANCE



The AASD staff members listed below are resources often consulted by charter schools. Please contact these individuals directly for more information regarding charter school services related to their areas.

### **AASD Charter Schools:**

Contact Al Brant about the charter proposal process.

Name	E-Mail Address	Telephone
<b><u>Central Administration</u></b>		
Dr. Al Brant, District Charter Liaison	<a href="mailto:brantallen@asds.k12.wi.us">brantallen@asds.k12.wi.us</a>	997-1399 x-6299
Ben Vogel, Assistant Superintendent	<a href="mailto:vogelben@asds.k12.wi.us">vogelben@asds.k12.wi.us</a>	920-832-6142
Donna Goetzke, Administrative Assistant	<a href="mailto:goetzkedonna@asds.k12.wi.us">goetzkedonna@asds.k12.wi.us</a>	
<b><u>Grants and Budgeting</u></b>		
Diane Wittman	<a href="mailto:wittmandiane@asds.k12.wi.us">wittmandiane@asds.k12.wi.us</a>	920-997-1399 x-2031
<b><u>Charter Steering Committee Members</u></b>		
Michelle Mueller, K-12 Charter School Representative	<a href="mailto:muellermichelle@asds.k12.wi.us">muellermichelle@asds.k12.wi.us</a>	920-997-1399 x-2218
Matt Zimmerman, Elementary Level Charter School Representative	<a href="mailto:zimmermanmatth@asds.k12.wi.us">zimmermanmatth@asds.k12.wi.us</a>	920-997-1399 x-6289
Dr. Al Brant, Middle Level Charter School Representative	<a href="mailto:brantallen@asds.k12.wi.us">brantallen@asds.k12.wi.us</a>	920-997-1399 x-6299
Todd Kadolph, High School Level Charter School Representative	<a href="mailto:kadolphtodd@asds.k12.wi.us">kadolphtodd@asds.k12.wi.us</a>	920-997-1399 x-2027

### **Additional Resources:**

- AASD Charter School Website: [www.appletoncharters.org](http://www.appletoncharters.org)
  
- Latoya Holiday  
Charter Schools Consultant  
Wisconsin Department of Public Instruction  
125 S. Webster Street  
Madison, WI 53703  
608-266-5880 (Office)  
[latoya.holiday@dpi.wi.gov](mailto:latoya.holiday@dpi.wi.gov)

**2017-2018**  
**AASD CHARTER SCHOOLS**

\*For additional information about individual charter school philosophy, goals, and curriculum, please visit the websites listed below.

CHARTER SCHOOLS	DESCRIPTION & CONTRACT TERM	Phone	Contact Person	Address	Grades / Enrollment Cap
<p>Appleton Bilingual School</p> <p><a href="http://abs.aasd.k12.wi.us">abs.aasd.k12.wi.us</a></p>	<p>Spanish/English dual language elementary charter school for English, Spanish, and bilingual students (2016 - 2021)</p>	832-1729	<p>Joel Cannon</p> <p><a href="mailto:cannonjoel@asd.k12.wi.us">cannonjoel@asd.k12.wi.us</a></p>	<p>913 N. Oneida St. Appleton, WI 54911</p>	<p>Grades K-6 / 170 students</p>
<p>Appleton eSchool</p> <p><a href="http://www.appletonschool.org">www.appletonschool.org</a></p>	<p>On-line school offering options based on students' needs and interests. 21<sup>st</sup> Century learning style, personalized learning, student flexibility, credit recovery, and core courses offered along with elective and college preparatory courses. (2013 – 2018)</p>	997-1399 x 1744	<p>Erik Hanson</p> <p><a href="mailto:hansonerik@asd.k12.wi.us">hansonerik@asd.k12.wi.us</a></p>	<p>2121 Emmers Drive Appleton, WI 54915</p>	<p>Grades 7-12 / No enrollment cap at this time</p>
<p>Appleton Public Montessori</p> <p><a href="http://apm.aasd.k12.wi.us">apm.aasd.k12.wi.us</a></p>	<p>Montessori Education emphasizing growth of whole child – independent work habits, responsibility, and interpersonal skills. (2015 – 2020)</p>		<p>Dom Ferrito</p> <p><a href="mailto:ferritodominick@asd.k12.wi.us">ferritodominick@asd.k12.wi.us</a></p>	<p>1545 E Broadway Dr Grand Chute, WI 54915</p>	<p>Grades 4K-6 / 20 students per grade level</p>

**2017-2018  
AASD CHARTER SCHOOLS**

CHARTER SCHOOLS	DESCRIPTION & CONTRACT TERM	Phone	Contact Person	Address	Grades / Enrollment Cap
<p>Appleton Technical Academy</p> <p><a href="http://www.appletontech.org">www.appletontech.org</a></p>	<p>Appleton Technical Academy, in collaboration with Fox Valley Technical College (FVTC), has a vision of providing high school students with a jump-start toward successful and rewarding careers within the manufacturing and technology industries through a blend of hands-on learning and academics. (2014 – 2019)</p>	832-6234	<p>Mark McQuade <a href="mailto:mcquademark@asd.k12.wi.us">mcquademark@asd.k12.wi.us</a></p>	<p>610 N Badger Ave Appleton, WI 54914</p>	<p>Grades 9-12 / No enrollment cap</p>
<p>Classical School</p> <p><a href="http://www.classicalcharter.com">www.classicalcharter.com</a></p>	<p>Official <i>Core Knowledge</i><sup>®</sup> school preparing students for a global society through cultural literacy, academic excellence, and higher literacy. (2016 – 2021)</p>	832-4968	<p>Tom Bomann <a href="mailto:bomannthomas@asd.k12.wi.us">bomannthomas@asd.k12.wi.us</a></p>	<p>3310 N Durkee Street Appleton, WI 54911</p>	<p>Grades K-8 / 486 students</p>
<p>Foster Elementary Charter School</p> <p><a href="http://foster.asd.k12.wi.us">foster.asd.k12.wi.us</a></p>	<p>Center-based instruction; individualized learning plans; pre-and post-tests track skill mastery. (2016 – 2021)</p>	832-6288	<p>Matthew Zimmerman <a href="mailto:zimmermanmatth@asd.k12.wi.us">zimmermanmatth@asd.k12.wi.us</a></p>	<p>305 W Foster Street Appleton, WI 54915</p>	<p>Grades K-6 / 486 students</p>

**2017-2018  
AASD CHARTER SCHOOLS**

CHARTER SCHOOLS	DESCRIPTION & CONTRACT TERM	Phone	Contact Person	Address	Grades / Enrollment Cap
Fox Cities Leadership Academy  <a href="http://fcla.aasd.k12.wi.us">fcla.aasd.k12.wi.us</a>	Career exploration and innovative learning opportunities in Business Marketing, Health, and Design. (2016 – 2021)	832-4300	Patrick Lee <a href="mailto:leepatrick@asd.k12.wi.us">leepatrick@asd.k12.wi.us</a>	5000 N Ballard Road Appleton, WI 54913	Grades 9-12 / 125 students
Fox River Academy  <a href="http://www.foxriveracademy.org">www.foxriveracademy.org</a>	Environmental education with a focus on the Fox River Watershed. Core subject areas taught through an integrated curriculum in multiage classrooms. (2014 – 2019)	832-6260	Lori Leschisin <a href="mailto:leschisinlori@asd.k12.wi.us">leschisinlori@asd.k12.wi.us</a>	1000 S Mason Street Appleton, WI 54914	Grades K-8 / 120 students in multiage classrooms
Kaleidoscope Academy  <a href="http://www.kaleidoscopeacademy.net">www.kaleidoscopeacademy.net</a>	Technology & Fine Arts Middle School (2015 – 2020)	832-6294	Al Brant <a href="mailto:brantallen@asd.k12.wi.us">brantallen@asd.k12.wi.us</a>	318 E Brewster Street Appleton, WI 54911	Grades 6-8 / 635 students
Renaissance School for the Arts  <a href="http://rsa.aasd.k12.wi.us">rsa.aasd.k12.wi.us</a>	Arts-based high school including dance, theatre, visual art, music, film, fashion, and photography. (2017 – 2022)	997-1399 x 5708	Todd Kadolph <a href="mailto:kadolph todd@asd.k12.wi.us">kadolph todd@asd.k12.wi.us</a>	610 N Badger Avenue Appleton, WI 54914	Grades 9-12 / 170 students

**AASD CHARTER SCHOOLS  
2017-2018**

CHARTER SCHOOLS	DESCRIPTION & CONTRACT TERM	Phone	Contact Person	Address	Grades / Enrollment Cap
<p>Tesla Engineering Charter School</p> <p><a href="http://www4.aasd.k12.wi.us/tesla/">www4.aasd.k12.wi.us/tesla/</a></p>	<p>STEM (Science, Technology, Engineering, Math) school providing comprehensive college level engineering and technology experiences. (2017 – 2022)</p>	<p>997-1399 x 2767</p>	<p>Paul Weisse <a href="mailto:weissepaul@asd.k12.wi.us">weissepaul@asd.k12.wi.us</a></p>	<p>2121 Emmers Drive Appleton, WI 54915</p>	<p>Grades 9-12 / 192 students</p>
<p>Valley New School</p> <p><a href="http://www.valleynewschool.com">www.valleynewschool.com</a></p>	<p>Student-driven, project-based curriculum where in-depth projects develop life-long learning skills. (2013 – 2018)</p>	<p>993-7037</p>	<p>James Huggins <a href="mailto:hugginsjames@asd.k12.wi.us">hugginsjames@asd.k12.wi.us</a></p>	<p>10 College Avenue Suite 228 Appleton, WI 54911</p>	<p>Grades 7-12 / 67 students</p>
<p>Wisconsin Connections Academy</p> <p><a href="http://wca.aasd.k12.wi.us">wca.aasd.k12.wi.us</a></p>	<p>Virtual charter school; a high-quality, comprehensive, enjoyable, education... at home (2016 – 2021)</p>	<p>997-1399 x 2218</p>	<p>Michelle Mueller <a href="mailto:muellermichelle@asd.k12.wi.us">muellermichelle@asd.k12.wi.us</a></p>	<p>350 W Capitol Drive Appleton, WI 54911</p>	<p>Grades K-12 / No enrollment cap</p>

Appendix A

**(Insert Authorizing Entity Name) (Insert  
School year) Charter School Authorizer  
Annual Report**

*(For further instructions and requirements related to completing each section of this charter school authorizer annual report template see the charter school authorizer annual report technical assistance document at <http://dpi.wi.gov/sms/charter-schools/information-authorizers>)*

**SECTION I: AUTHORIZER INFORMATION**

<b>Authorizing Entity:</b>	
<b>Authorizer Address:</b>	
<b>Authorizer Contact Person:</b>	
<b>Contact Person Title:</b>	
<b>Contact Person Phone:</b>	
<b>Contact Person Email:</b>	

**SECTION II: CHARTER SCHOOL INFORMATION**

*(Add additional lines or attach additional sheets, if necessary.)*

<b>Charter Schools Currently Under Contract:</b>			
<b>School Name:</b>	<b>Contract Start Date:</b>	<b>Contract Expiration Date:</b>	<b>Grades Served:</b>

<b>Charter Schools Whose Contract was Non-renewed or Revoked:</b>			
<b>School Name:</b>	<b>Contract Start Date:</b>	<b>Date of Non-renewal or Revocation:</b>	<b>Reason for Non-renewal or Revocation:</b>

<b>Charter Schools Currently Under Contract that have not Opened:</b>		
<b>School Name:</b>	<b>Contract Start Date:</b>	<b>Date School will open:</b>

<b>Charter Schools that Closed:</b>		
<b>School Name:</b>	<b>Date of School Closure:</b>	<b>Reason for Closure:</b>

**SECTION III: ACADEMIC PERFORMANCE OF CHARTER SCHOOLS**  
*(Provide a summary of the academic performance of each charter school that operated during the school year.)*

**SECTION IV: FINANCIAL PERFORMANCE OF CHARTER SCHOOLS**  
*(Provide a summary of the financial performance of each charter school that operated during the school year.)*

**SECTION V: OTHER CONTRACT TERMS AND EXPECTATIONS (OPTIONAL)**  
*(Provide a summary and discussion of any additional contract terms or expectations that the authorizer deems relevant to its report on the overall performance of the charter schools it authorizes.)*

**SECTION VI: AUTHORIZER OPERATING COSTS**  
 See completed audited Schedule of Charter School Authorizer Operating Costs.  
*(Complete and attach audited Schedule of Charter School Authorizer Operating Costs.)*

**SECTION VII: SERVICES PROVIDED TO CHARTER SCHOOLS**  
 See completed Schedule of Charter School Authorizer Services and Costs.  
*(Complete and attached Schedule of Charter School Authorizer Services and Costs.)*



(INSERT AUTHORIZING ENTITY NAME)

**SCHEDULE OF CHARTER SCHOOL AUTHORIZER OPERATING COSTS**

**FISCAL YEAR ENDING (INSERT DATE)**

<b>OPERATING ACTIVITY</b>	<b>WUFAR OBJECT CODE</b>	<b>COST</b>
EMPLOYEE SALARIES	100	
EMPLOYEE BENEFITS	200	
PURCHASED SERVICES	300	
NON-CAPITAL OBJECTS	400	
CAPITAL OBJECTS	500	
INSURANCE & JUDGEMENTS	700	
OTHER (REPLACE OTHER WITH AN ACTIVITY NAME)	900	
OTHER (REPLACE OTHER WITH AN ACTIVITY NAME)	900	
<b>TOTAL</b>		

(INSERT AUTHORIZING ENTITY NAME)

**SCHEDULE OF CHARTER SCHOOL AUTHORIZER SERVICES AND COSTS**

**FISCAL YEAR ENDING (INSERT DATE)**

<b>SERVICES PROVIDED</b>	<b>FUNCTION CODE</b>	<b>COST</b>
REGULAR CURRICULUM	120000	
SPECIAL EDUCATION	150000	
HEALTH SERVICES	214000	
PSYCHOLOGICAL SERVICES	215000	
CURRICULUM DEVELOPMENT	221200	
INSTRUCTIONAL STAFF TRAINING	221300	
GENERAL ADMINISTRATION	230000	
BUILDING ADMINISTRATION	240000	
BUSINESS SERVICES	252000	
GENERAL OPERATIONS	253000	
PUPIL TRANSPORTATION	256000	
TECHNOLOGY	266000	
OTHER SERVICES (REPLACE OTHER WITH A SERVICE)		
<b>TOTAL</b>		