

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

THIS AGREEMENT is made by and between the Board of Education of the Appleton Area School District (“AASD”), 122 E. College Ave., Suite 1A, Appleton, WI 54911 and Tesla Engineering Charter School (“Tesla”) Governance Board (“Tesla Governance Board”), 2121 E. Emmers Drive, Appleton, Wisconsin, 54915.

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

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

NOW, THEREFORE, the parties agree as follows:

1. Definitions.

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

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

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

3. Administrative Services. At its sole cost and expense, AASD will provide administrative services to support all School District employees and all enrolled pupils at Tesla in the same manner as other AASD schools, including but not limited to: purchasing, accounts payable, accounting, bookkeeping, risk management, auditing, cash management, payroll, benefits administration, pupil services, recordkeeping, reporting and other compliance monitoring and fulfillment, building and grounds maintenance, and testing of students. To the extent that AASD requires information maintained only by Tesla to complete the reporting and

compliance monitoring requirements hereunder, AASD will, no later than June 15 prior to the start of any school year, provide Tesla with a list of all information required and Tesla will provide full and accurate responses no later than September 1. AASD will at all times remain the sole employer of all personnel engaged in providing administrative services. All services set forth/outlined not in the budget will be provided by the AASD in a like manner as provided to the other schools.

4. **Instrumentality.** Tesla will be an instrumentality of the AASD.

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

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

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

the recommendation of the Tesla Governance Board and will be implemented as soon as practicable.

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

a. Student Goal 1—Increase/maintain student achievement in state standardized assessments.

(1) Objective: Tesla students will score at or above the state average of students scoring proficient or advanced in reading assessments.

Assessment: ACT Aspire and ACT or any future state assessments

(2) Objective: Tesla students will score at or above the state average of students scoring proficient or advanced in mathematics assessments.

Assessment: ACT Aspire and ACT or any future state assessments

b. Student Goal 2—Other assessments specific to charter school.

(1) Objective: By the end of the 2017-18 academic year, 50% of students will score one of the following, depending on the final assessment adopted by Tesla teachers:

(a) A stanine score of 6 or higher on their PLTW End of Course Assessment given at the end of the academic year.

(b) A score of 80% or better on each of the Tesla teacher-developed final course assessments.

(2) Objective: By the end of the 2019-20 academic year, 60% of students will score one of the following, depending on the final assessment adopted by Tesla teachers:

(a) A stanine score of 6 or higher on their PLTW End of Course Assessment given at the end of the academic year.

(b) A score of 80% or better on the Tesla teacher-developed year-end assessment.

Assessment: PLTW End of Course Assessment or Tesla teacher-develop year-end assessment.

c. Student Goal 3—Graduate students will have a well-thought out, well-researched, well-developed post-secondary plan.

(1) Objective: One Hundred Percent (100%) of graduates will have identified a career field they are interested in focusing on for their post-secondary academic pursuits, and have developed a plan to achieve the necessary training and education for the career field.

Assessment: Student Academic and Career Plan on file for each student.

- d. Tesla shall report progress on IEPs in accordance with the IDEA and AASD administrative practices.
- e. Tesla shall administer other assessments as required under state and federal law, and as directed by AASD.
- f. Tesla shall provide AASD records as required to document compliance with state and federal law.

7. Governance Structure.

- a. Governance Board. A Governance Board consisting of staff, parents, and community members will govern the school (the “Tesla Governance Board”). The Tesla Governance Board will determine and oversee the mission and strategic plan, coordinate public relations strategies, establish policies as well as, oversee and approve the budget of the school subject to the terms of this Agreement and specific authorization by AASD. No individual member of a Charter School Governance Board has the right or authorization to individually exercise the rights listed below.

The Governance Board has the rights, subject to the terms and limitations of this Charter Agreement, necessary pursuant to state law to carry out the terms of this Charter Agreement including:

- 1) to receive and disburse funds, subject to Section 13 of this Agreement;
 - 2) to secure appropriate insurance, which it has done pursuant to Section 18 of this Agreement;
 - 3) 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;
 - 4) to incur debt in reasonable anticipation of funds, subject to Section 13 of this Agreement;
 - 5) to pledge, assign or encumber its assets to be used for loans, subject to Sections 13, 18 and 19 of this Agreement;
 - 6) to solicit and accept gifts or grants for school purposes, subject to Sections 13 and 18 of this Agreement;
 - 7) to acquire real property for its use, subject to Sections 13, 18 and 19 of this Agreement; and
 - 8) to sue and be sued in its own name, subject to limitations under this Agreement and state law.
- b. Lead Teacher. Tesla will be a teacher-led school. The lead teacher will coordinate and oversee the daily operation of the school and will work closely with the Tesla Governance Board to ensure that the educational goals of the school are met. Communications from AASD needed for procedural purposes will go to the Tesla Lead Teacher as well as the Tesla Principal. The Tesla Lead Teacher will meet regularly (minimum once per month) with the assigned principal to provide consistent and collaborative communication.

- c. Principal. A principal will be assigned to Tesla by AASD. AASD will appoint the principal in collaboration with the Tesla Governance Board. The Tesla principal will demonstrate an interest and a commitment to the students as well as the mission and vision of the school. The Tesla principal will be appropriately licensed, pursuant to state law.
- d. Governance Board Constitution. Other than issues specifically addressed in this Agreement regarding the Tesla Governance Board, the size, method of appointment and constitution of the Tesla Governance Board will be as stipulated in the Tesla Governance Board's by-laws. Total membership of the Tesla Governance Board shall be comprised of fewer than 50% AASD employees. AASD administrators and AASD Board of Education members will not serve on the Tesla Governance Board.
- e. Officers. Election of officers is detailed in the by-laws of the Tesla Governance Board.
- f. Meetings. Meetings will be held every other month during the school year with additional meetings as deemed necessary by the board. A quorum, consisting of a majority of the Voting Members of the Tesla Governance Board must be present. Of the members present, fewer than 50% can be AASD employees before business can be transacted. A majority vote of the Voting Members then serving is sufficient for any action, including election of Board Officers. Meetings are open to all staff, parents, students, and community members and participation on standing committees is encouraged.
- g. Annual Report. Tesla 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) enrollment data
 - (3) attendance data
 - (4) student and parent satisfaction survey results
 - (5) financial report
 - (6) student academic progress
 - (7) graduation data
 - (8) post-graduation data (as it is available)

8. Parental and Community Involvement.

The Tesla Governance Board will organize and instruct parents to take an active role in the school and create a supportive parent network through the following activities:

Parents/guardians will be involved in Tesla by having representation on the Tesla Governance Board. Parents/guardians will also serve on Tesla Governance Board committees such as curriculum and facilities, marketing, and finance. Parents will be an integral part of instructional delivery as they will be encouraged to share their expertise and interests related to STEM fields and careers with Tesla students.

- a. Tesla 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 senior capstone projects all serve to encourage students and parents to become concerned and contributing members of their communities on local, state, national and international levels.
- b. For the period that Tesla is housed within the Host School, students will be able to participate in the after school activities available to the students of the Host School. If Tesla students meet the age range for afterschool programs, Tesla students will be able to attend these programs at the Host School.
- c. Tesla will enrich the opportunities for students and staff at the Host School in a variety of ways as well. Speakers and programs brought in by Tesla will be made available to the Host School's students, parents, and staff. In cases of donors that give to Tesla with the stipulation that equipment purchased with these funds be owned by Tesla. The understanding with these donors is that the equipment/services will be used by both Tesla and Appleton East staff and students; however, if Tesla should change locations, the equipment would move with the school. Finally, positive learning relationships will develop as Tesla 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 Tesla. Parent-teacher conferences will be held at the close of the first and third quarters. Additional parent teacher conferences, electronic mail, print correspondence, and telephone contacts will be used on an individual basis to communicate student progress when the parents, or teachers, feel it is appropriate.
- e. Students from the 9th through 12th grades will have email accounts assigned by the AASD and will be able to fully utilize available technology under the supervision and website administration of Tesla teachers.
- f. Parental issues, concerns, questions, and complaints will be handled following these steps:
 - (1) Contact the classroom teacher.
 - (2) If resolution has not been reached, or if the concern is school wide, the Tesla lead teacher will be contacted.
 - (3) If resolution is still not reached, the Tesla principal will be contacted.
 - (4) If resolution is still not reached, the principal will determine whether to refer the matter to the Tesla Governance Board or the Assistant Superintendent based on the nature of the complaint.
 - (5) Unresolved issues may be appealed to the Superintendent of Schools.
 - (6) The final step in the District appeal process is to contact the Board of Education.

9. Faculty Qualifications.

- a. Describe qualifications: Individuals who have a desire to teach at Tesla will be teachers who are appropriately licensed pursuant to state law. The positions will be posted to

indicate that candidates should demonstrate an interest and a commitment to the students as well as the mission and vision of the school. They should also have knowledge of or a desire to acquire knowledge in STEM Education and a willingness to conduct integrated lessons with other content areas within Tesla. All provisions of the Employee Handbook for posting and selection of teaching staff will be followed.

- b. Teachers who work at Tesla will be employees of the AASD and will be entitled to all rights and privileges afforded other teachers in the District.
- c. Salary and benefits will be structured according to the Pay and Benefits Plan for Professional Employees as established by the AASD Board of Education.
- d. Open positions for Tesla will be posted and filled through the staffing process as outlined in the AASD Employee Handbook. AASD will work in collaboration with the Tesla Governance Board in the hiring of new teachers for Tesla.

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

11. Recruitment and Means of Achieving Racial/Ethnic Balance

- a. Tesla prohibits discrimination and will not discriminate against students on the basis of sex, race, color, religion, age, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, gender identity, gender expression or physical, cognitive, emotional or learning disability in its education programs or activities or any other classification protected by law. Tesla's official non-discrimination policy will be applied in all operations. Access to Tesla will also not be restricted or enhanced by the following: family income, academic performance, English language proficiency, or athletic ability. Equal access will be provided to all students.
- b. Tesla will monitor the demographic make-up of the student population. If specific groups are under-represented, outreach efforts will be further customized to raise awareness and generate interest. Examples include holding informational meetings in special locations, providing additional translation or interpretation services, and expanding services to accommodate people with disabilities. Translations and interpretation services will be provided to ensure equal access to all students under the law.

12. Admission Requirements.

- a. Tesla is open to all students of the AASD as well as students applying through the Wisconsin Inter-District Open Enrollment process. Application to and attendance at Tesla is voluntary and no tuition is charged. Students who do not wish to attend or are not admitted to Tesla may attend their neighborhood schools or seek enrollment in another AASD school per AASD Board policy.

- b. Parents will enroll their children by written or electronic registration form. A parent/guardian is encouraged to attend one informational meeting or visit Tesla in order to assure understanding of the nature and work of the school.
- c. If the number of applicants exceeds available positions, a lottery will be employed. The names of students on the waiting list will be recorded in the order in which they were drawn. The waiting list does not roll over from year to year.
- d. Tesla will give enrollment preference to current students at Tesla. This group will be exempt from the lottery. Siblings of current students will be given preference in the lottery.
- e. Children of Tesla full-time staff and governing board members may be given a preference for enrollment but must be limited to no more than 10% of Tesla's total enrollment.
- f. Students may enroll and attend Tesla at any point during the school year as space permits in accordance with these guidelines.
- g. Students must be enrolled in or open-enrolled in the AASD.
- h. Special needs of students will be met according to the goals of their IEP. The AASD will provide required special education services as appropriate, given the needs of each student's IEP.
- i. Students with an IEP who apply by the deadline and are selected through the lottery will be enrolled unless FAPE (Free Appropriate Public Education) cannot be provided within the charter program with accommodations and modifications, pursuant to state and federal law.

13. Budget Responsibilities of AASD and the Charter School.

- a. Equal Funding: Tesla understands that AASD support will not be greater or less than the same support given to other AASD schools. As an instrumentality, the AASD will be responsible for salaries and benefits of staff, as well as the lease and associated expenses of Tesla facilities. In addition, Tesla receives funding based on the per-pupil formula applied to all schools in the AASD. The Tesla Governance Board will oversee, modify, and approve the site budget. All AASD or private contract services will be covered by the AASD with the exception of transportation.
- b. Purchases: Tangible materials/equipment purchased by Charter Schools with grants or donor dollars will be the property of the Charter School and the AASD and will be labeled as such. If the materials/equipment purchased becomes outdated or inoperable, it will be the Charter School's responsibility to maintain and/or replace this material/equipment according to the District's specifications.

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 Tesla in the same manner as it does for all AASD schools. As the school's enrollment grows, the necessary FTE's will increase, based on what are current AASD class ratios. Specialists will be allocated by AASD formula as well.
- d. Administration: Administrative services will be provided in the same manner as other AASD schools, including but not limited to: accounting, bookkeeping, risk management, auditing, cash management, payroll, benefits, administrations, labor relations, enrollment pupil services, record keeping, and general testing of students.
- e. Curriculum: Curriculum will be developed, adopted and/or modified with input from business and industry, as well as post-secondary resources. A quality curriculum at Tesla will be sustained through AASD textbook replacement/adoption funds. Other expense incurred through the curriculum development process will be offset by alternate sources of funding, i.e. those not covered in technology upgrades or other curricular purchases.
- f. Liability Insurance: As an instrumentality of the AASD, Tesla will fall under the umbrella of the AASD's liability insurance.
- g. Co-curricular Activities: All Tesla students may participate in co-curricular activities at their home school or at their host school. If the host school and home school are different schools, they must decide which school they will participate and remain with that decision for the school year.
- h. Food Services: Food service will be provided through the AASD's food service program assigned to the school's facility.
- i. Pupil Services: Pupil services will be provided through AASD staff assigned to the school's facility and subject to paragraph 21 herein.
- j. Custodial Services: Custodial and maintenance services will be provided by the AASD at the school's facility.
- k. Testing and Assessment: State and Federal testing and assessment that is administered by the AASD will be the same for Tesla students as is given to students at other AASD schools.
- l. Grant Funds: Grant funds will be used to support travel and professional development budget for Tesla to attend STEM workshops and other professional development conferences that are aligned to the mission and goals of Tesla.
- m. Health and Safety: Tesla will rely upon AASD nursing staff and trained staff to provide the necessary resources. Tesla will abide by all local, state, and federal laws regarding health and safety standards.

14. Student Behavior and Discipline Model.

- a. The behavioral expectations for Tesla students is based on respect. Respect for oneself, respect for others, and respect for the learning environment. Students are encouraged to reflect on what it means to be respectful, and employ respectful habits in all they do.
- b. The discipline system for Tesla will consist of the following steps:
 - 1) Student contact within the classroom that will immediately address the inappropriate behavior.
 - 2) Student meeting before or after school or during non-academic hours (lunch, study halls, senior privilege) to address the behavior and discuss appropriate alternative behaviors.
 - 3) Meet with student and parents to discuss continuing behavioral problems and potential solutions.
- c. The Tesla Governance Board reserves the right to create and/or approve a Tesla Code of Conduct Policy.
- d. Behaviors that require suspension, removal from class (according to AASD procedures and guidelines), and expulsion will be referred to the Tesla principal (or Host School Administrator) and all AASD expulsion policies and procedures will be followed.

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

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

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

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

18. School Facilities and Liability Insurance.

- a. Facilities. Tesla is currently located at Appleton East High School, Appleton, Wisconsin, 54915. The AASD will ensure that the building(s) in which the Charter School program is located meet(s) all building codes and other building requirements for a public school facility.

- b. Liability Insurance. The AASD shall insure all ordinary and reasonably foreseeable risks related to operation of Tesla including liability, property, worker’s compensation, errors and omissions, and comprehensive coverage.

19. Indemnification and Limitation on Liability.

a. Indemnification of District.

- 1) Subject to the limitations and immunities set forth in Section 893.80 of the Wisconsin Statutes and all similar laws, to the extent applicable under law, Tesla Governance Board agrees to indemnify, defend and hold AASD and its Board of Education, officers, administrators, agents and employees harmless from and against, any and all liabilities, losses, costs, expenses (including, without limitation, reasonable actual attorneys’ fees and expenses) and damages (collectively, “Losses”) arising out of any “Indemnity Claim,” which means any action, cause of action, suit, proceeding, claim, or demand of any third party that, if true, would establish:
 - a) Breach by Tesla of any provision of this Agreement;
 - b) Failure by the Tesla 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 the Tesla Governance Board, or its employees or agents in connection with the performance of the obligations of the Tesla Governance Board under this Agreement. The obligation of the Tesla Governance Board to indemnify and hold harmless under this Section 19 with respect to any Indemnity Claim will be reduced to the comparative extent, as established by a judgment entered in a court of competent jurisdiction after any appeals, that such Indemnity Claim arises out of acts of fraud, willful misconduct, or acts in breach of this Agreement on the part of AASD or its Board of Education, officers, administrators, agents and employees. The obligations set forth in this Section 19, survive the termination of this Agreement.

b. Indemnification of Tesla Governance Board

- 1) Subject to the limitations and immunities set forth in Section 893.80 of the Wisconsin Statutes and all similar laws, to the extent applicable under law, AASD agrees to indemnify, defend and hold the Tesla Governance Board and its directors, officers, agents and employees harmless from and against, any and all liabilities, losses, costs, expenses (including, without limitation, actual reasonable attorneys’ fees and expenses) and damages (collectively, “Losses”)

arising out of any “Indemnity Claim,” which means any action, cause of action, suit, proceeding, claim, or demand of any third party that, if true, would establish:

- a) Breach by AASD of any provision of this Agreement; or
- b) Any negligent or willful act or omission of AASD, the AASD Board of Education or its employees or agents in connection with the performance of the obligations of AASD under this Agreement.

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

- c. Indemnification Procedure. Any Party entitled to indemnification under this Section 19 (each an “Indemnified Party”) agrees to give the Party required to indemnify such Party hereunder (each an “Indemnifying Party”) prompt written notice of any Indemnity Claim as to which it intends to request indemnification hereunder. The Indemnifying Party will have the right to direct, through counsel of its own choosing, the defense or settlement of any Indemnity Claim at its own expense. The Indemnified Party may participate in such defense at its own expense.
- d. If the Indemnifying Party fails to defend or, if after commencing or undertaking any such defense, fails to prosecute or withdraws from such defense, the Indemnified Party will have the right to undertake the defense or settlement thereof, at the Indemnifying Party’s expense. If the Indemnified Party assumes the defense of any such Indemnity Claim pursuant to this Section 19 and proposes to settle such Indemnity Claim prior to a final judgment thereon or to forego any appeal with respect thereto, then the Indemnified Party will give the Indemnifying Party prompt written notice thereof and the Indemnifying Party will have the right to participate in the settlement or assume or reassume the defense of such Indemnity Claim. Notwithstanding anything contained in this Section 19 to the contrary, the Indemnifying Party will not, without the prior written consent of the Indemnified Party (which consent will not be unreasonably withheld or delayed), agree to a settlement of any such Indemnity Claim.
- e. Limitation of Indemnity by AASD. The obligation of AASD to indemnify Tesla is limited by the provisions of Section 893.80 of the Wisconsin Statutes to the full extent such statute affords limitations or immunities to AASD, AASD not intending to waive any such provisions.

20. Non-Sectarian Status. Tesla shall be non-sectarian in its programs, admissions, policies, employment practices and all other operations.

21. Local Educational Agency Responsibilities. AASD is the Local Education Agency (LEA) for Tesla for purposes of all state and federal laws, codes, rules and regulations pertaining to

LEA duties, rights and responsibilities, including, but not limited to, the Americans with Disabilities Act (ADA), 42 U.S.C. §1210, Section 504 of the Rehabilitation Act of 1973, (Sec. 504), 29 U.S.C. §794, the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1400 *et seq.*, No Child Left Behind Act, 20 U.S.C. § 6301 *et seq.*, and the Asbestos Hazard Emergency Response Act (AHERA), 15 U.S.C. §2641 *et seq.*, Title II, 28 CFR Part 35 (implementing regulations of the Americans with Disabilities Act) and Wis. Stat. Chapter 115, subchapter V.

Tesla staff shall participate in staff development opportunities provided by AASD pertaining to IDEA, ADA, Section 504, NCLB, AHERA and other related training provided for the implementation of educational services. The AASD policies governing the implementation of educational services for students with disabilities are applicable to Tesla. Tesla will follow the AASD policy and state law governing seclusion and restraint.

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

- a. AASD will provide employees to provide required IEP services to Tesla.
- b. Tesla shall implement IEP services as determined by the LEA through the IEP and IDEA referral and evaluation process, to include assurances of providing the special education instructional time as required by the IEP and document progress on IEP goals at least as often as documenting progress for students without disabilities.
- c. Tesla shall document the interventions as required through the Response to Intervention Process for use and consideration in all referrals under the IDEA.
- d. Tesla will cooperate with the LEA in all initial evaluation and re-evaluation processes.
- e. Tesla will assist in obtaining any required parental consents under the IDEA on behalf of the LEA in fulfillment of its duties under the IDEA, including parental consent for school-based therapy reimbursement and documentation for such reimbursement.
- f. Tesla will provide the LEA with any required data for IDEA self-assessment process in a timely fashion.
- g. Tesla shall provide appropriate notification to parents of all the LEA notices and procedural safeguards.
- h. Tesla's implementation of the student IEPs shall follow the LEA AASD calendar, which will be provided to the Tesla annually. If the Tesla school calendar does not follow the LEA AASD calendar, IEP implementation shall follow the Tesla calendar.
- i. The parties shall engage in regular participation in annual and periodic IEP meetings for the implementation of IEPs and IDEA processes. The parties agree to meet periodically to address IDEA implementation.
- j. Daily attendance records shall be maintained by Tesla teachers in accordance with state requirements and sent upon request.

- k. The Tesla will assist in the provision of information requested by the Department of Public Instruction (DPI) or the Office of Civil Rights if so requested due to compliance complaints or investigations.
- l. All special education staff providing special education services shall participate in joint training and professional development for purposes of delivery of special education service. All special education staff will be available for meetings outside of school hours, none of which shall be paid for by the AASD.
- m. Tesla will ensure that all employees have completed the DPI training related to mandatory reporting of abuse or neglect and the use of seclusion and restraint pursuant to state law.
- n. CPR and First Aid trained staff shall be available during Program hours.
- o. The District will keep Tesla in the CPI: Nonviolent Crisis Intervention Training rotation schedule.
- p. The District will invite the Tesla 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 Tesla school year, and shall expire at midnight, on June 30, 2022, unless terminated or extended pursuant to the terms hereof.
- b. Renewal. Pursuant to §118.40(3)(b), Wis. Stats., upon expiration of the initial Term, the AASD Board of Education and Tesla may mutually agree to renew this Contract for such additional terms for up to five (5) years each as the Boards of the AASD and Tesla deem appropriate.
- c. Termination by Board of Education. This Contract may be terminated by the AASD Board of Education if it finds that:
 - (1) Tesla has insufficient enrollment to successfully operate a charter school,
 - (2) Tesla has violated this Contract,
 - (3) If Tesla fails to comply with generally accepted accounting principles and standards of fiscal management,
 - (4) If the students of Tesla have not shown sufficient academic progress using multiple measures. Tesla students enrolled at Tesla 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 Tesla Governance Board and AASD.
 - (5) If students enrolled in Tesla have failed to make sufficient progress toward attaining the educational goals of their curriculum. If an extension of time to attain such goals is requested by the Tesla Governance Board and/or Administration in writing, such request shall include a written plan acceptable to the AASD. This plan will set out the additional steps Tesla will take to attain

such educational goals within a reasonable timeframe. If the AASD Board accepts the written plan, or a modified plan, Tesla shall be allowed a reasonable time in which to correct the progress deficiencies.

- (6) The Tesla Governance Board, Board Members, employees, or agents provide the AASD Board of Education false or intentionally misleading information or documentation in the performance of this Contract, or
 - (7) Tesla has failed materially to comply with Applicable Law,
 - (8) Any director, members, employee, or agent of Tesla has knowingly violated any statute, ordinance or Board policy with respect to the operation of the Charter School,
 - (9) Tesla knowingly violates Section 118.40 of the Wisconsin Statutes governing charter schools,
 - (10) Tesla defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.
- d. Notice. Written notice of such termination shall be provided to the Tesla Governance Board via certified or registered mail, return receipt requested, and shall include the stated reasons for the termination and its effective date. The AASD will issue a provisional notice of termination on or before July 1 to be effective the subsequent July 1. During the interim school year, the AASD may require that Tesla undertake corrective and remedial actions identified by the AASD. Termination of this Contract may be suspended by AASD upon compliance by Tesla with the corrective and remedial measures identified by the AASD. Unless otherwise suspended, the provisional notice of termination will be effective on the date set forth in the provisional notice. In the event of termination, materials and equipment purchased with AASD funds of any character will remain the property of AASD. Funds raised by non-school groups through fundraising activities and directed to individual schools or school organizations, shall be considered gifts to the District and all gifts and bequests shall become property of the School District.
- e. Emergency Termination or Suspension. If the AASD Board of Education determines that any of the causes for termination set forth in Subsection c., above, have occurred and AASD reasonably determines that the health or safety of the students of Tesla is put at actual risk thereby, the AASD Board of Education shall provide Tesla written notice of such cause for termination and, upon delivering such notice, (i) may either terminate this Contract immediately or (ii) may exercise superintending control of Tesla pending further action.
- f. Termination by Tesla Governance Board. This Contract may be terminated by Tesla Governance Board if Tesla finds that any of the following have occurred:
- (1) Tesla has insufficient enrollment to successfully operate a public school;
 - (2) The AASD Board of Education defaults materially in any of the terms or conditions contained in this Contract.
 - (3) AASD willfully provides Tesla false or intentionally misleading information or documentation in the performance of this Contract, or

- (4) AASD defaults materially in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.

Tesla shall provide notice of termination effective June 30 of any year upon written notice to the Board of Education prior to January 31. When Tesla asserts a material default on the part of the AASD, Tesla will provide written notice of the specific material default asserted and afford the AASD 60 calendar days in which to cure the asserted material default.

- g. Final Accounting. Upon termination of this Contract, Tesla shall assist the AASD Board of Education in conducting a final accounting of Tesla by making available to the AASD Board of Education all books and records that have been reviewed in preparing Tesla annual audits and statements under Section 17 of this Contract.
- h. Equipment Disposition. Tesla will respond to requests from the AASD Board of Education and Department of Public Instruction for inventory of equipment purchased with state or federal funds, including federal charter school funds, and the disposition of any individual item of equipment worth \$300 or more.

23. Autonomy.

- a. Tesla will be exempt from all state educational laws and policies to which it is entitled to exemption in the Wisconsin State Charter School law (Wisconsin Statute §118.40).
- b. Particularly, Tesla and the Tesla Governance Board will have autonomy related to:
 - 1) Curriculum Development
 - 2) Educational Materials Selection
 - 3) Professional Staff Development
 - 4) School Day Schedule
 - 5) School Calendar
 - 6) MAP Testing
 - 7) Other District Wide Assessments
 - 8) Course Offerings
 - 9) Tesla Grade Promotion—Tesla Governance Board to establish criteria
 - 10) Tesla Graduation Requirements—Tesla Governance Board to establish criteria

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

25. Notices. Whenever this Contract provides that notice must or may be given or that information must or may be provided, notice and information shall be provided in the following manner.

To AASD: Board President
Appleton Area School District
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 Jim Thunes: Board President
Tesla Engineering Charter School
2121 E. Emmers Drive
Appleton, WI 54915

With a copy to Paul Weisse: Principal
Tesla Engineering Charter School
2121 E. Emmers Drive
Appleton, WI 54915

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

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

27. **Miscellaneous.**

- a. **Governing Law.** This Contract shall be governed by, and construed and interpreted under the laws of the State of Wisconsin.
- b. **Application of Statutes.** If, after the effective date of this Contract, there is a change in applicable law which alters or amends the responsibilities or obligations of any of the parties to this Contract, this Contract shall be altered or amended by the parties to conform to the change in existing law as of the effective date of such change.
- c. **Enrollment.** Total full-time equivalent pupil enrollment at the School shall not be increased by a net change of more than seventy-five (75) students per academic year

based on the prior academic year's highest total without Tesla's consent. Within the five (5) year period following the effective date of this Contract, Tesla shall seek to achieve full capacity of 225 full-time equivalent students.

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

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

APPLETON AREA SCHOOL DISTRICT:

By: _____

Kay S. Eggert
President, Board of Education

Date: _____

ATTEST:

Jim R. Bowman
Board of Education Clerk

Date: _____

TESLA ENGINEERING CHARTER SCHOOL:

By: _____

Jim Thunes
Governance Board President

Date: _____

ATTEST:

Peter Brengosz
Governance Board Secretary

Date: _____

Summary of Proposed Changes for Tesla Engineering Charter School

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

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

Item #	Section and Page(s) of contract	Proposed Contract Revisions	Rationale <i>(Be specific, you must identify the Law, Policy, Bargaining Agreement, or current practice the justifies the need for the revision)</i>	Lead Person Requesting Change	Notes
Sample	p.16 #13. f	Eliminate language regarding food service	Virtual school does not need a lunch program	Charter Board President	
1	p.7 #9.d.	Addition of “AASD will work in collaboration with the Tesla Governance Board in the hiring of new teachers for Tesla.”	When possible, the board would like to give feedback on candidates for teaching positions.	Governance Board	
2	p.10 #14.a.	Addition of “The behavioral expectations for Tesla students is based on respect. Respect for oneself, respect for others, and respect for the learning environment. Students are encouraged to reflect on what it means to be respectful, and employ respectful habits in all they do.”	Tesla uses this terminology as the basis for how students should act and treat one another in the classroom and beyond. Staff feels so strongly about this that they wanted it included in the contract.	Tesla staff	

Summary of Progress

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

- WKCE scores of Tesla students will exceed those of local, state and national averages.

The WKCE has not been in use for several years and students have been taking the ACT in its place. Tesla students have consistently achieved higher composite scores on the ACT with the latest reporting period showing an average composite score of 24.9 (on a 36-point scale) among Tesla juniors. This compares to a national average of 20.8, a state average of 20.5, and a district average of 21.5 (based on 2016 data).

Student Goal 2 - Increase student achievement on MAP tests.

- Tesla does not incorporate MAP into its assessment system as it is only available for 9th grade students.

Student Goal 3 - Measurable Goals for Tesla.

- Student attendance rates within Tesla will exceed those of local, state and national averages.

Tesla attendance rates are nearly 100% with no students being identified as habitually truant.

- The graduation rate for Tesla students will be at least 95%.

This is a goal that has not been included in the 2017 charter contract renewal due to the challenges in defining what is meant by the graduation rate. Each year there are a certain number of students who choose not to re-enroll in Tesla. While attrition has declined in recent years, our overall retention rate from initial enrollment as freshmen to Tesla graduation is at 81.5% for the class of 2017.

- Student involvement in co-curricular activities will exceed those of local, state and national averages.

Roughly 75% of Tesla students participate in the NEW Apple Corps Robotics Team. Many other students participate on Appleton East's Drone Club, comprising the majority of the members of this club.

- The number of students pursuing post-secondary education will be at least 85%.

100% of Tesla graduates have developed a plan for their post-secondary pursuits, all of which include post-secondary education or military training/education. Of the 74 graduates of Tesla over the past five years, 97.3% have gone on to pursue post-secondary education at either a two-year technical college or a four-year college or university.

The following table reflects the post-secondary intentions of students graduating from Tesla over the past five years:

Year	2-year	4-year	Military	Other	STEM	Total
2017 (projected)	2 (9%)	20 (91%)	0 (0%)	0 (0%)	22 (100%)	22
2016	2 (8%)	21 (88%)	1 (4%)	0 (0%)	23 (96%)	24
2015	1 (11%)	8 (89%)	0 (0%)	0 (0%)	8 (89%)	9
2014	0 (0%)	8 (89%)	1 (11%)	0 (0%)	9 (100%)	9
2013	2 (20%)	8 (80%)	0 (0%)	0 (0%)	10 (100%)	10
Averages	7 (9.5%)	65 (87.8%)	2 (2.7%)	0 (0%)	72 (97.3%)	74

- The number of students who enroll in a college degree program in a STEM-related field will be at least 80%.

As indicated in the table above, 97.3% of Tesla graduates are pursuing degrees/careers in fields related to STEM.

- The goals will be monitored and reported on annually through the Tesla website.

Goals have not been reported through the Tesla website as of yet. The Tesla website is currently undergoing significant revisions and will include data reporting as part of the redesign.

Student Goal 4 - Supplementary Goals for Tesla.

- To inspire in students an appreciation for science, technology, engineering and math and their role in society both now and into the future.
- To instill in students a sense of commitment to their community both locally and worldwide and to help them understand their role in the global society.
- To provide guidance for students in their exploration of careers and post-secondary education options.
- To encourage students to pursue a career in an engineering or technology related field that is of interest to them.
- To prepare students to be successful in their post-secondary educational experience.
- To instill in students an appreciation for and a desire to participate in lifelong learning.
- To provide occasions for students to engage in team-based activities and give them opportunities to practice leadership skills.

For the most part, Tesla students enter the school with an interest in STEM fields and subjects. Tesla staff endeavor to further student interest in STEM careers and expose students to the variety of post-secondary education and career options they have available to them. The goal is to have students understand the many options they have after they graduate and to help them make appropriate decisions regarding their next steps.

Recent analysis of graduation and post-graduation data indicates that roughly 80% of Tesla graduates who pursue a four-year degree, graduate with the degree in their originally intended field within six years. National figures for college completion, not considering typical changes in major, are less than 40%.