OPEN-ENROLLMENT CHARTER AGREEMENT

This Agreement is executed by and between the Arkansas Department of Education, Division of Elementary and Secondary Education ("the **ADE**") and Little Scholars of Arkansas Foundation (the "**Applicant**") to establish and operate LISA Academy (the "**Charter School**"), an open-enrollment public charter school to be located in the Little Rock and North Little Rock School Districts.

WHEREAS, the State of Arkansas has enacted the Arkansas Quality Charter Schools Act of 2013, codified as Ark. Code Ann. § 6-23-101 *et seq.*, as amended from time to time (the "**Act**");

WHEREAS, pursuant to the Act, the ADE and the State Board of Education possess the authority to approve applications to establish and operate public charter schools in the State of Arkansas and thereafter to enter into agreements with applicants setting forth the terms and conditions under which a charter school is to operate;

WHEREAS, pursuant to the Act, the Applicant submitted to the ADE public charter authorizer ("the **Authorizer**") an application for establishment of a charter school, as subsequently (i) amended by the Applicant in writing prior to December 15, 2016, and (ii) amended by the Applicant orally in testimony to the Authorizer on December 15, 2016, (the "**Application**");

WHEREAS, at its meeting on December 15, 2016, the Authorizer approved the Application, as amended; and

WHEREAS, pursuant to the Act, the Authorizer is authorized to approve a charter contract with the Applicant and authorize the ADE to issue a charter to establish and operate a charter school;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein and for other good and lawful consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

SECTION 1. ESTABLISHMENT OF SCHOOL

1.1 Charter. A charter is hereby authorized and granted to the Applicant, solely for the benefit of the Charter School, to establish, organize, and operate an open-enrollment public charter school in accordance with the Act and the terms and conditions of this Charter Agreement, which, along with the "Statement of Assurances" filed by the Applicant, will constitute the charter contract (the "**Charter**") and will be binding on the Applicant and the Charter School.

1.2 Term. The Charter will take effect upon July 1, 2017, and will expire on June 30, 2030, unless earlier terminated or renewed pursuant to the terms of this Charter or pursuant to the Act as amended.

1.2.1 The Charter School will commence instruction as described in the Application or as required by Ark. Code Ann. § 6-10-106.

1.2.2 The Charter School may seek approval from the Authorizer to take one (1) planning year before opening for instruction. Planning years are considered part of the charter term in Section 1.2. and the granting of a planning year does not constitute a revision to the Charter or an extension of the term of this contract.

1.3 Renewal. The Charter may be renewed only upon application of the Charter School and approval of the Authorizer, pursuant to an application form and schedule as published by ADE. Continuation or renewal of the charter is contingent on acceptable student performance on assessment instruments adopted by the State Board of Education ("the **State Board**"), and on satisfactory compliance with factors to include:

- The performance goals set forth in Appendix "A", to be measured as of the date a new renewal application is filed with ADE;
- Any accountability provisions adopted by ADE or the State Board pursuant to regulatory flexibility granted by the United States Department of Education from the provisions of the Elementary and Secondary Education Act;
- The terms and conditions of this Charter;
- Generally accepted accounting standards of fiscal management;
- Fiscal performance criteria deemed appropriate and relevant for the Charter School by the Authorizer; and
- All applicable federal and state laws and regulations.

Renewal will be at the discretion of the Authorizer, and nothing in this Charter will be construed to mandate renewal or otherwise constrain the Authorizer's discretion in approving or denying renewal.

1.4 Location. The Charter School will be located in the facilities identified in the Application, or as approved pursuant to Section 1.5 below. The Charter School will not commence operations with students in any facility until:

1.4.1 The Charter School has obtained and furnished to ADE a certificate of occupancy issued by a local code official approved by the state fire marshal, a certificate of occupancy or other approval issued by the state fire marshal, or a certificate of substantial completion issued by a licensed architect; and

1.4.2 The Charter School has obtained ADE's approval of any lease or other debt directly related to the facility.

1.4.3 The occupancy limits of any facility will be as determined by the local code official or state fire marshal. The total enrollment of the Charter School will be limited to the enrollment cap identified below, except that the local code official, state fire marshal, or other entities acting under other law may exercise its authority to limit occupancy of the Charter School's instructional facilities.

1.5 Change of Location. The Charter School may change its physical location or obtain additional facilities as follows:

1.5.1 The Charter School may occupy a facility other than the facility approved in the Application only with the prior approval of the Authorizer.

1.5.2 Any request to occupy a facility owned by or leased from a sectarian organization must be accompanied by a facility agreement setting forth the usage rights, obligations, and schedules for the Charter School and the sectarian organization, including identification of any shared use planned or permitted under the terms of the facility agreement or lease.

1.6 Code Requirements. All facilities occupied or utilized by the Charter School must at all times conform with the applicable provisions of: (i) the Americans with Disabilities Act (ADA); (ii) the Individuals with Disabilities Education Act (IDEA); (iii) all applicable health, safety and fire code requirements; and (iv) any other applicable federal, state, or local statute, ordinance, or rule.

1.7 Waiver. The Charter School is hereby declared exempt from the provisions of Title 6, Chapter 21, Subchapter 8 of the Arkansas Code ("Arkansas Public School Academic Facilities Program Act") and any ADE regulations implementing the same.

SECTION 2. SCHOOL GOVERNANCE

2.1 Board Composition. The Charter School will form a Board of Directors (the "**Charter Board**"), which will consist of appointed or elected members in accordance with the procedures set forth in the Application. Except for those provisions of law waived, the Board of Directors must comply with Ark. Code Ann. § 6-13-601 *et seq.* Any material changes in the approved governing structure as stated in the Application will constitute an amendment and requires prior aproval from the Authorizor.

2.2 Operating Procedures. The Charter Board will adopt and operate in compliance with written operating procedures, consistent with the terms of the Application. Any material change to the approved board operation as stated in the Application, including, but not limited to, the number and qualifications of members, length of members' terms, frequency of required meetings, and/or the powers and duties of the Charter Board will consitute an amendment and requires prior approval from the Authorizor.

2.3 Ethics and Disclosure. Charter Board members are defined to be "public servants" as that term is used in Title 21, Chapter 8 ("Ethics and Conflicts of Interest") of the Arkansas Code.

2.3.1 No person may hold any employment with the Charter School while serving as a Charter Board member.

2.3.2 No family member of a Board member may be initially employed by the Charter School or given a raise or promotion except as permitted by Ark. Code Ann. § 6-24-101 *et seq.*

2.3.3 No Charter Board member, nor any family member of a Charter Board member, may contract with the Charter School except as permitted by Ark. Code Ann. § 6-24-101 *et seq.*

2.3.4 No Charter Board member may receive compensation from the Charter School, other than reimbursement of actual expenses, for fulfilling duties as a Board member.

2.3.5 Every Charter Board member must annually file a Statement of Financial Interest as required by Ark. Code Ann. § 21-8-701.

2.4 Waiver. The Charter School is subject to the provisions of this contract, Title 6 the Arkansas Code, and any ADE rules implementing the same, unless specifically waived herein as set forth in Appendix B.

2.5 Charter Management Organization. The Charter Board may contract with a third-party entity for the provision of all or a substantial portion of the comprehensive services necessary to manage and operate the Charter School, only with the prior approval of the Authorizer. In no event may the Charter Board delegate or assign its responsibility for fulfilling the terms of this Charter. The termination or change of a Charter Management Organization requires prior approval by the Authorizer.

2.5.1 Nothing in this Charter will be interpreted to prevent the Charter School from entering into contracts or other agreements with a school district, community partnership, state agency, or other entity for non-comprehensive services related to the operation of the school.

2.5.2 The terms of such contracts for services may be negotiated between the Charter School and the local school board or other entity. Such contracts for services will, at all times, be subject to the requirements of this Charter.

2.5.3 Any such contract which contains or constitutes a debt of the school will be subject to prior ADE approval, as required in Section 5.7 below.

2.5.4 In its provision of comprehensive services on behalf of the Charter School, the Charter Management Organization will be bound to the obligations and restrictions of this Charter to the same extent the Charter School itself is bound

2.6 Transparency. The Applicant acknowledges that the Charter School and Charter Board are subject to the obligations of the Arkansas Freedom of Information Act, Ark. Code Ann. §§ 25-19-101 *et seq.* Except as allowed or required by law, all meetings of the Charter Board must be open to the public.

SECTION 3. SCHOOL OPERATION

3.1 Mission Statement. The Charter School will operate under the mission statement set forth in the Application. Any change to that Mission Statement will be an amendment to this Charter and will require Authorizer approval.

3.2 Age; Grade Range; Number of Students. The Charter School will provide instruction to a maximum of 2,100 students in Grades K-12.

3.2.1 The Charter School must obtain approval from the Authorizer prior to enrolling any student, who, if enrolled, would cause the school's enrollment to exceed the total maximum enrollment of the school as set forth in this section.

3.2.2 The Charter School may make modifications as to the number of students in any particular grade, and number of students within a class to accommodate staffing exigencies, facility limitations, and attrition patterns provided such modifications are otherwise consistent with this Charter, and provided the total enrollment does not exceed the maximums set forth in this section.

3.2.3 An expansion to serve grade levels not currently approved by the Authorizer will be an amendment to the terms of this Charter and will require prior approval by the Authorizer.

3.3 Student Recruitment; Admission; Enrollment; Attendance. The Charter School will implement a student recruitment and enrollment plan, consistent with the terms of the Application, that ensures the Charter School is open to any eligible child and encourages the enrollment of a diverse student population consistent with the mission set forth in the Application.

3.3.1 The Charter School will adopt and operate in compliance with policies for admission, enrollment, attendance and student withdrawal that are consistent with applicable law and regulations, and the policies, if any, set forth in the Application. The Charter School may not modify or deviate from the enrollment policies, preferences, or limitations set forth in the Application without prior approval by the Authorizer.

3.3.2 The Charter School will annually implement a random, anonymous lottery process, consistent with the procedure set forth in the Application, should there be more student applications than can be accommodated under the terms of this Charter.

3.3.3 The Charter School will not discriminate in its admissions policy or operations on the basis of gender, national origin, race, ethnicity, religion, disability, or academic or athletic eligibility, except that the Charter School may in its admissions policy provide for the exclusion of students who have been expelled from another public school district in accordance with Title 6 of the Arkansas Code.

3.4 Student Learning and Achievement. The Charter School will implement the educational programs set forth in the Application so that its students may (i) meet or exceed the performance goals set forth in Appendix "A" and (ii) meet or exceed the accountability requirements established by ADE or the State Board in compliance with federal law or pursuant to regulatory flexibility granted by the United States Department of Education from the provisions of the Elementary and Secondary Education Act. The performance goals set forth in Appendix "A" may be modified or supplemented only by mutual consent of the Charter School and the Authorizer.

3.5 Student Assessment. The Charter School will implement all student assessment requirements set forth in the Arkansas Educational Support and Accountability Act (AESAA), Ark. Code Ann. §§ 6-15-2901 *et seq.*, or in ADE's implementing regulations, except as specifically waived herein. Violations of ADE assessment procedures are subject to sanctions by the State Board, including without limitation sanctions pursuant to Ark. Code Ann. §§ 6-15-2907 and 6-23-105 and to any ADE rules governing testing security, violations, and improprieties.

3.6 Educational Program and Curriculum. The Charter School will implement an educational program and curriculum consistent with the approved Application. The Charter School may revise and amend the program and curriculum to permit the School to meet its educational goals and student achievement standards. Any change in the educational program that changes the mission and goals, as approved in the Application and stated in Appendix A, consitutes an amendment and requires prior approval from the Authorizor.

3.7 School Calendar; Days and Hours of Operation. The days and minutes of the operation of the Charter School will be as set forth in the Application or as required by law or regulation.

3.7.1 The Charter School may not materially reduce its days or minutes of student-teacher interaction time without Authorizer approval. For purposes of this Section 3.7, a material reduction is defined as a reduction of twenty (20) or more minutes per day, or five (5) or more days per year, as measured by the school calendar, from the terms set forth in the Application.

3.7.2 Days or minutes unavoidably lost due to exceptional or emergency circumstances resulting from a contagious disease outbreak, inclement weather, or other acts of God will not be considered a material reduction, so long as the Charter School offers a minimum of 178 full student-teacher interaction days per year. Waiver of this requirement will be available on the same terms and same procedures as for traditional public schools.

3.7.3 Alternative Method of Instruction (AMI) days approved by the ADE will count towards the 178 day student-teacher instruction days. AMI days do not need to be approved by the ADE if the Charter School has a waiver of the 178 day student-teacher instruction days.

3.8 Disciplinary Code. The Charter School will adopt and operate in compliance with written policies and procedures for discipline, including guidelines for suspension and expulsion, consistent with the policies, if any, set forth in the Application, and disseminate those rules and procedures to students and parents.

3.8.1 The policies and procedures must be consistent with the requirements of due process, the provision of alternative instruction and with federal laws and regulations governing the placement of students with disabilities.

3.8.2 Except as allowed by law, the Charter School will adopt and implement the provisions of 34 CFR Part 300 relating to the discipline of students with disabilities. To the extent that any provision of the Application conflicts with the provisions of this paragraph or 34 CFR Part 300, the provisions of this paragraph and 34 CFR Part 300 will govern.

3.8.3 The Charter School will not expel any student, or otherwise coerce a student to withdraw, except in accordance with the terms of these written discipline policies and procedures.

3.9 Food Services. Except as specified in the Application, the Charter School may initiate or terminate participation in the National School Lunch Program only with the prior approval of the Authorizer.

3.10 Students with Disabilities. The Charter School will furnish the special education, related services, and accommodations necessary to provide, as an integral part of the school, a free appropriate public education to students with disabilities in accordance with the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. § 1401 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), the Children with Disabilities Act (Ark. Code Ann. §§ 6-41-201 et seq.), and any other applicable federal or state laws or regulations.

3.10.1 The services provided will reflect the full range of programs and services required to provide such students with a high quality education based upon the individualized education program developed for the child.

3.10.2 The Charter School may provide special education and related services by contracting with a school district or other provider.

3.10.3 The Charter School is designated as a local education agency (LEA) for purposes of meeting special education requirements under federal and state law. The Charter School is eligible to receive federal funds under Part B of IDEA disbursed by ADE, along with state funds dedicated to special education, on the same terms and conditions as traditional public schools.

3.11 English Language Learners. The Charter School will be responsible for meeting the needs of English language learners (ELL) in compliance with Arkansas and federal law. The Charter School will provide resources and support to ELL students to enable them to acquire

sufficient English language proficiency to participate in the mainstream English language instructional program and achieve proficiency in all core content subjects. The Charter School will follow ADE's rules and procedures for identifying, assessing, and exiting ELL students consistent with state and federal law and shall take such actions as ADE deems necessary from time to time to assure compliance with any applicable court order. ADE and the Charter School will work collaboratively to assure compliance with ADE's ELL rules in a manner that preserves the essential nature of the unique educational program of the Charter School while maintaining full compliance with the requirements of state and federal law regarding services to ELL students.

3.12 Student Records. The Charter School is hereby defined to be an education agency as that term is defined by the Family Educational Rights and Privacy Act of 1974 (FERPA), and will be subject to its restrictions and mandates regarding the confidentiality and availability of student records. In the event of the closure of the Charter School, or the termination, revocation, or non-renewal of this Charter:

3.12.1 The Applicant must take all steps necessary to protect and maintain all student records, consistent with the provisions of FERPA, ADE Rules Governing Public Charter Schools, and ADE Rules Governing Student Permanent Records.

3.12.2 The Applicant must take all steps necessary to ensure that each student's records are securely delivered to the school to which the student transfers. The Applicant must take all steps necessary to ensure that all unclaimed student records are promptly and securely delivered to a person or entity designated by ADE.

3.12.3 The Applicant must take all steps necessary to promptly and securely deliver all child nutrition records, including without limitation applications for free/reduced meals, to the ADE Child Nutrition Unit.

3.13 Site Visits. ADE may, at its discretion, conduct announced or unannounced site visits consistent with its oversight authority. Such site visits may include any activities reasonably related to fulfillment of ADE's oversight responsibilities including, but not limited to: inspection of the facilities, inspection of records maintained by the Charter School, interviews and observations of the principal, Charter Board, staff, school families, and community members, and observation of classroom instruction.

SECTION 4. SCHOOL PERSONNEL

4.1 Employment. The Charter School may employ, discipline, manage, and dismiss teachers, administrators, and other personnel as set forth in the Application. Neither the Charter School nor the Applicant will discriminate on the basis of race, gender, national origin, ethnicity, religion, age, or disability in employment decisions, including hiring and retention of administrators, teachers, and other employees whose salaries or benefits are derived from any public funds.

4.2 Policies and Staffing Plan. The Charter School will adopt and operate in compliance with its approved written personnel policies and procedures. The Charter School in its discretion

may deviate from the staffing plan set forth in the Application. However, prior approval from the Authorizer is required for any material modification of (i) the authority of the school's director; or (ii) the professional qualifications required for the school's chief operating officer, principals/administrators, counselors, or teachers.

4.3 Teacher Qualifications. The Charter School will ensure that each instructional employee of the charter school has the experience, training and skills appropriate to the instructional duties of the employee.

4.3.1 The Charter School will comply with Arkansas law and ADE regulations governing the employment of teachers, except as specifically waived herein.

4.3.2 Notwithstanding any waiver granted by the Authorizer, any teacher, must meet the requirements of the ADE Rules Governing Arkansas Qualified Teachers.

4.3.3 The Charter School may not employ in any capacity any individual whose educator license has been revoked or is currently suspended by the State Board regardless of whether a license is required for the position, unless as specifically waived herein.

4.4 Background Checks. All teachers and school personnel employed by or in the Charter School, whether licensed or unlicensed, whether full-time or part-time, must submit to the criminal background and central registry checks required by law. No person may be employed by or in the Charter School who is barred from school employment by Ark. Code Ann. §§ 6-17-411 or 414, by other law, or by ADE regulations.

SECTION 5. SCHOOL FINANCE

5.1 Fiscal Year. The Charter School's fiscal year will consist of the twelve-month period beginning July 1 and ending on the following June 30.

5.2 Budget. As required by Arkansas law and ADE rules, the Charter Board will, no later than September 30 of each year, adopt and electronically file with ADE a budget of expenditures and receipts for the current fiscal year.

5.3 Financial Controls and Reporting. The Charter School will at all times maintain appropriate governance and management procedures and financial controls. The Charter School will comply with all reporting requirements imposed by law or regulation, and will fully participate in the Arkansas Public School Computer Network (APSCN) finance and educational data reporting system.

5.4 Annual Audits. As required by Arkansas law and ADE rules, the Charter School will, no later than March 30 unless an extension is granted by ADE, file an independent audit of the prior fiscal year as conducted by the Division of Legislative Audit or by a private auditor selected by the Charter Board according to Ark. Code Ann. § 10-4-413. If the Charter School changes its auditing practice, prior approval by the Authorizer is necessary.

5.5 School Funding. ADE will disburse state foundation, categorical, and special education funding to the Charter School in accordance with state law and regulation. ADE will disburse federal funding to the Charter School in accordance with federal law and ADE policies.

5.5.1 The Applicant understands that federal funding may be adjusted, reduced, withheld, or reallocated from time to time, due to (i) enrollment changes, (ii) maintenance of effort requirements, or (iii) other factors identified in law or policy.

5.5.2 In some cases, ADE policies or federal law require or allow alternative federal funding calculation methods for a year in which a charter school experiences a "significant change" or "significant expansion" of enrollment. The parties agree that in these cases, a "significant change" or "significant expansion" will be defined as any year in which (i) the Charter School undergoes one of the listed events in Ark. Code Ann. § 6-23-501(a)(2)(A), or (ii) the Charter School's enrollment cap is modified.

5.5.3 The parties understand and agree that for the Charter School to receive an accurate level of federal funding calculated on student enrollment, each student's resident district LEA must be accurately identified in the appropriate Statewide Information System (SIS) fields, since some federal funding received by charter schools is paid from the traditional public school district's allocation. For the purpose of this section, a student's "resident district LEA" is the traditional public school district where the student resides, pursuant to the definition in Ark. Code Ann. § 6-18-202.

5.6 Tuition and Fees. The Charter School may not charge tuition or fees of any kind as a condition of enrollment. The Charter School may not impose any fees that a public school district would be prohibited from imposing. Nothing in this section will be construed to prohibit the Charter School from imposing fees that a school district would be permitted to impose.

5.7 Debt. The Charter School may not incur any debt, whether in the form of a lease, loan, mortgage, contract, or other financial obligation, without the prior review and approval of ADE pursuant to ADE rules. For purposes of this Charter, "debt" has the same meaning as set forth in the appropriate rules promulgated by ADE.

5.7.1 The Charter School may not use the funds that it receives from the state for any sectarian program or activity or as collateral for debt.

5.7.2 No indebtedness of any kind incurred or created by the Charter School shall constitute an indebtedness of the State of Arkansas or its political subdivisions, and no indebtedness of the Charter School shall involve or be secured by the faith, credit, or taxing power of the State of Arkansas or its political subdivisions.

5.7.3 Every contract or lease into which the Charter School enters must include the wording of section 5.7.2 above.

5.7.4 The Applicant and Charter School acknowledge that in the event of the closure of the Charter School, or the termination, revocation, or non-renewal of this

Charter, neither the State of Arkansas nor the Arkansas Department of Education will have any liability whatsoever for any debt or other financial obligation of the Applicant or Charter School.

5.8 Grants, Gifts and Donations. Nothing in this Charter will be interpreted to prevent the Charter Board from accepting grants, gifts, or donations of any kind and to expend or use such grants, gifts, or donations provided that any such grants, gifts, or donations not be subject to a condition that is contrary to this Charter or any applicable law.

5.9 Inventory of Assets; School Property. The Charter School will maintain a complete and current inventory of all school property and will update the inventory no less than annually. The inventory must specifically identify those items purchased with non-public funds. The inventory must specifically identify any items maintained in the Charter School facility but owned by the Applicant or another entity.

5.9.1 Any item of property maintained in the Charter School facility, but not identified in the current inventory as owned by the Applicant or another entity, will be presumed to be property of the Charter School purchased with public funds.

5.9.2 All assets, whether real, personal, or intangible, purchased with public funds by the Applicant on behalf of the Charter School, will be deemed property of the Charter School purchased with public funds.

5.10 Maintenance of Eligibile-Entity Status. During the term of this Charter, the Applicant will maintain its status as an eligible entity as defined in Ark. Code Ann. § 6-23-103. The Applicant will notify ADE within five (5) days of any change to its eligibility status. Failure of the Applicant to maintain its eligibility status will constitute a material breach of this Charter.

5.11 School Closure. In the event of the closure of the Charter School, or the termination, revocation, or non-renewal of this Charter, the following provisions will apply:

5.11.1 No more than ninety (90) days after Charter termination, or sooner as designated by ADE, the Charter School or Applicant must take all steps necessary to securely deliver all of the Charter School's financial and personnel records to the person or entity designated by ADE, for the purpose of ensuring the availability of records for the Charter School's final audit.

5.11.2 The Charter School and Applicant will fully cooperate with ADE as it implements the close-out procedures set forth in ADE rules, including the immediate transition to receivership in the event of a revocation by the Authorizer.

5.11.3 With the specific consent and approval of ADE, the Charter School or Applicant may continue limited operations after the expiration of this Charter, for the purpose of closing out the Charter School's finances. These operations may include, with ADE's approval, the issuing of warrants and the transfer of funds.

5.11.4 Any charter school funds remaining at the time this Charter terminates, whether held by the charter school or by ADE, may be expended or retained by ADE as allowed by law.

5.11.5 If any charter school funds remain after the payment of obligations as required by ADE's Rules Governing Public Charter Schools, the remaining funds may be used to pay expenses directly related to and necessitated by closure of the school.

5.11.6 If any charter school funds remain after the payment of closure expenses, the remaining funds may be expended or retained at ADE's discretion, as allowed by law.

SECTION 6. CONTRACT IMPLEMENTATION AND OTHER COVENANTS

6.1 Required Notifications. The Charter School must immediately notify ADE of:

6.1.1 Any conditions that it knows are likely to cause it to violate the terms of this Charter or applicable law;

6.1.2 Any circumstance requiring the closure of the Charter School or any of its campuses for more than five (5) consecutive school days, not including Alternate Methods of Instruction (AMI) days, due to a natural disaster, such as an earthquake, storm, flood, or other weather-related event, other extraordinary emergency, or destruction of or damage to the school facility;

6.1.3 The arrest or charge of any member of the Charter Board or of a Charter School employee for any crime punishable as a felony, any crime related to the misappropriation of funds or theft, any crime or misdemeanor constituting an act against a minor child or student, or any crime listed in Ark. Code Ann. § 6-17-410(c) or 414(b), or of the investigation of a member of the Charter Board or of any Charter School employee for child abuse or neglect;

6.1.4 Default on any obligation of the Charter School, including without limitation (i) debts for which payments are past due by sixty (60) days or more, and (ii) checks or warrants of the Charter School returned by a bank for insufficient funds; or

6.1.5 Any enrollment decrease of ten percent (10%) or more compared to the most recent student count submitted to ADE.

6.2 Termination. The Charter School may terminate this Charter by giving notice to ADE no later than January 15, with termination to be effective the following July 1. The Charter School may terminate this Charter at any other time only with the approval of the Authorizer. The Authorizer may non-renew, modify, or revoke this Charter, or place the Charter on probation, at any time and for any reason allowed by Ark. Code Ann. § 6-23-105 or other applicable law, or for a material breach of this Charter.

6.3 Notice. Any notice required or permitted under this Charter must be in writing and will be effective (i) immediately upon personal delivery, subject to verification of service or acknowledgement of receipt, or (ii) no more than three (3) days after mailing when sent by certified mail, postage prepaid to the following:

In the case of the Charter School: Fatih Bogrek
LISA Academy
10825 Financial Centre Pkwy Suite 360
Little Rock, AR 72211

In the case of ADE: Charter School Office
Arkansas Department of Education
Four Capitol Mall
Little Rock, AR 72201

6.4 Entire Agreement. The Parties intend this Charter, to include this Charter Agreement, the Statement of Assurances submitted with the Application, the Application, Appendices "A" and "B", and any attachments and exhibits thereto, to represent a final and complete expression of their agreement, which will be considered the Charter. All prior representations, understandings, and discussions are merged herein, and no course of prior dealings between the Parties may supplement or explain any terms used in this document. The Parties recognize that amendments to this Charter may be approved or required by the Authorizer from time to time hereafter.

6.5 Indemnification and Disclaimer of Liability.

6.5.1 The Parties acknowledge that the Charter School is not acting as the agent of or under the direction and control of ADE, except as required explicitly by law or this Charter, and that ADE does not assume liability for any loss or injury resulting from (i) the acts or omissions of the Charter School, its directors, trustees, agents, assigns, or employees; (ii) the use and occupancy of the building or buildings occupied by the Charter School, or any matter in connection with the conditions of such building or buildings; or (iii) any debt or contractual obligation incurred by the Charter School.

6.5.2 The Charter School acknowledges that it is without authority to extend the faith and credit of ADE to any third party. The Charter School must clearly indicate to vendors and other entities and individuals that the obligations of the Charter School under agreement or contract are solely the responsibility of the Charter School or Applicant and are not the responsibility of ADE.

6.5.3 The Charter School and Applicant will defend, indemnify, and hold harmless ADE and its officers, directors, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys' fees and litigation expenses which may be brought or made against or incurred by ADE on account of (i) the acts or omissions of the Charter School or Applicant, or their directors, trustees, agents, assigns, or employees; (ii) the use

and occupancy of the building or buildings occupied by the Charter School or Applicant, or any matter in connection with the conditions of such building or buildings; or (iii) any debt or contractual obligation incurred by the Charter School or Applicant.

6.5.4 Nothing in this Charter may be construed in any way to waive, compromise, or abrogate the sovereign immunity of the State of Arkansas, or to waive, compromise, or abrogate any sovereign, qualified, tort, charitable, statutory, or other immunity held by the State Board, ADE, the Applicant, or the Charter School, or their employees, agents, or assigns.

6.5.5 This Charter is not an employment contract. No officer, employee, agent, or subcontractor of the Charter School is an officer, employee, or agent of ADE or the State of Arkansas by virtue of this Charter.

6.5.6 ADE will not be liable for the torts, debts, or financial obligations of the Charter School or Applicant.

6.6 Waiver. The failure of any party to this Charter to insist on strict performance of any term or condition of this Charter will not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

6.7 Assignment and Transfer. No right or interest in this Charter may be assigned, transferred, or delegated to anyone on behalf of the Charter School or Applicant without prior approval of the Authorizer.

6.8 Governing Law. This Charter will be governed by and construed in accordance with the laws of the State of Arkansas and all applicable federal laws of the United States.

6.8.1 The Applicant acknowledges that the Charter School is bound by the Arkansas Standards for Accreditation of Arkansas Public Schools and School Districts, by all ADE regulations, and by all other federal, state, and local laws and regulations, except as specifically waived herein or in Appendix "B" to this Charter.

6.8.2 The parties intend that where this Charter references federal laws or regulations, state laws or regulations, or ADE rules, that they be bound by any amendments to such laws or regulations upon the effective date of such amendments. Any waiver of state law or rule may be modified, terminated, or rendered moot by an act of the Arkansas General Assembly or the promulgation of a new ADE rule.

6.8.3 This Charter is contingent upon legislative authorization, and the Charter or the funding under it may be modified, terminated, or rendered moot by an act of the Arkansas General Assembly.

6.8.4 Any term of this Charter that conflicts with any state or federal law, rule, or regulation is superseded by the law, rule, or regulation to the extent that the law, rule, or regulation conflicts with the contract term.

6.9 Amendment. No amendment to this Charter, whether material or not, will be valid without the prior approval of the Authorizer. All amendments to this Charter must be included in Appendix C.

6.10 Severability. The provisions of this Charter are severable. Any term or condition deemed illegal or invalid will not affect any other term or condition, and the remainder of the Charter will remain in effect through the end of the term of this Charter unless otherwise terminated by one or both of the parties.

6.11 Third-Party Beneficiary. The enforcement of the terms and conditions of this Charter, and all rights of action relating to such enforcement, is strictly reserved to the ADE and the Applicant acting on behalf of the Charter School. Nothing contained in this Charter will give or allow any claim or right of action whatsoever by any third person. It is the express intent of the parties to this Charter that any person receiving services or benefits hereunder will be deemed an incidental beneficiary only.

6.12 Counterparts; Signature by Facsimile or Electronic Mail. The Charter may be signed in counterparts, which will together constitute the original Charter. Signatures received by facsimile or electronic mail by the parties will have the same effect as original signatures.

6.13 Authorization. The Applicant affirms as a condition of this Charter that the person signing this Charter on behalf of the Applicant is the chief operating officer of the public charter school and has authority to sign this Charter on behalf of the Applicant and the Charter School.

6.14 Order of Precedence. In the event of any inconsistency in or conflict among the document elements of this Charter, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) this Charter (as amended from time to time by the Authorizer); and (2) the Application.

6.15 Review. The parties acknowledge that any final decision of the Authorizer to approve, reject, renew, non-renew, place on probation, modify, transfer, assign, revoke, or deny a public charter is subject to review by the State Board under Ark. Code Ann. § 6-23-701 *et seq.*

SECTION 7. EXECUTION

IN WITNESS WHEREOF, the parties have made and entered into this Charter as of the effective date set forth above.

LITTLE SCHOLARS OF ARKANSAS FOUNDATION

Dr. Fatih Bogrek, Superintendent
Chief Operating Officer, Sponsoring Entity

ARKANSAS DEPARTMENT OF EDUCATION, DIVISION OF ELEMENTARY AND SECONDARY EDUCATION

Tracy Webb
Director of Charter Schools

Appendix "A" – Mission and Performance Goals

Mission Statement

It is the mission of LISA Academy to provide an academically rigorous college preparatory program, in partnership with students, families, and the community, and guide all students in gaining knowledge, skills, and the attitude necessary to direct their lives, improve a diverse society, and excel in a changing world by providing dynamic, resource-rich learning environments.

Performance Goals

1. Demonstrate measureable student success in literacy by meeting or exceeding the state average in overall literacy scores on the state mandated test, or 60% of students will meet or exceed individual growth goals on nationally normed assessment.

2. Demonstrate measureable student success in math by meeting or exceeding the state average in overall literacy scores on the state mandated test, or 60% of students will meet or exceed individual growth goals on nationally normed assessment.

3. Demonstrate measureable student success in science by meeting or exceeding the state average in overall literacy scores on the state mandated test, or 60% of students will meet or exceed individual growth goals on nationally normed assessment.

4. Prepare students for college by surpassing state average in graduation rate. 85% of graduates accepted in college or military.

5. Engage students in STEM education. LISA Academy will provide opportunities for students in
   - STEM Exploration – current examples include Learning Blade, PLTW, Space Camp, STEM Festival
   - STEM Curriculum– current examples include Pre-AP and AP courses, PLTW, PBL, StemScope
   - STEM Competitions – current examples include Science Fair, Robotics, Science Quiz Bowl, Science Olympiads, Coding, MathCounts, Math Kangaroo, TEAMS, Destination Imagination

6. Recruit within the community including minority and economically disadvantaged to maintain diverse student population. Student population demographics will closely resemble the demographics of the resident county. Annual recruitment activities will reach all subpopulations in the community.

Appendix "B" - Waivers

Waivers from Title 6 of the Arkansas Code Annotated (Education Code)

- A.C.A §§ 6-10-106
- A.C.A §§ 6-13-109
- A.C.A §§ 6-13-601 et seq.
- A.C.A §§ 6-14-101 et seq.
- A.C.A §§ 6-15-1004
- A.C.A §§ 6-15-1005(b)(5)
- A.C.A §§ 6-16-105
- A.C.A §§ 6-16-106
- A.C.A §§ 6-17-117
- A.C.A §§ 6-17-201 et seq.
- A.C.A §§ 6-17-201(c)(2)
- A.C.A §§ 6-17-203
- A.C.A §§ 6-17-301
- A.C.A §§ 6-17-302
- A.C.A §§ 6-17-309
- A.C.A §§ 6-17-401
- A.C.A §§ 6-17-418
- A.C.A §§ 6-17-427
- A.C.A §§ 6-17-812
- A.C.A §§ 6-17-902
- A.C.A §§ 6-17-919
- A.C.A §§ 6-17-1001
- A.C.A §§ 6-17-1501 et seq.
- A.C.A §§ 6-17-1701 et seq.
- A.C.A §§ 6-17-2203
- A.C.A §§ 6-17-2301 et seq.
- A.C.A §§ 6-17-2403
- A.C.A §§ 6-18-502
- A.C.A §§ 6-18-503
- A.C.A §§ 6-18-503(a)(1)(C)(i)
- A.C.A §§ 6-18-508
- A.C.A §§ 6-18-2003(a)(1)(A)
- A.C.A §§ 6-18-2003(a)(1)(B)
- A.C.A §§ 6-19-101 et seq.
- A.C.A §§ 6-21-117
- A.C.A §§ 6-23-908(a)(4)(B)
- A.C.A §§ 6-25-103
- A.C.A §§ 6-25-104
- A.C.A §§ 6-48-101 et seq.

Waivers from Arkansas Department of Education Rules Governing Standards for Accreditation of Arkansas Public Schools and Districts

- 1-A.2
- 1-A.6
- 2-C.2
- 2-D.1
- 2-I.1
- 4-B.1
- 4-B.2
- 4-B.2
- 4-C.1
- 4-C.2
- 4-D.1
- 4-E.1
- 4-E.2
- 4-F.1
- 4-F.2

Waivers from Other Rules:

- Class Size and Teaching Load
- Distribution of Student Special Needs Funding and the Determination of Allowable Expenditures of those Funds
- Educator Licensure
- Guidelines for the Development, Review and Revision of School District Student Discipline and School Safety Policies
- Instructional Materials
- Minimum Schoolhouse Construction
- Public School Student Services
- School District Requirements for Personnel Policies, Salary Schedules, Minimum Salaries, and Documents Posted to District Websites
- Superintendent Mentoring
- Teacher Excellence and Support System
- Techonology Training Centers
- Waivers for Substitute Teachers

Waivers from Contract Form:

[LIST WAIVERS FROM CONTRACT FORM]

Appendix "C"-- Amendments to Charter

- February 15, 2018: Increase enrollment to 2,700 and add a campus in North Little Rock with the same waivers as listed in Appendix B
- February 25, 2019: Increase enrollment to 3,000 and add a campus in Springdale with the same waivers as listed in Appendix B
- October 15, 2019: Increase enrollment to 3,432 and add a campus in Little Rock with the same waivers as listed in Appendix B
- April 14, 2020: Increase enrollment to 4,382 and add a campus in Rogers with the same waivers as listed in Appendix B