

Charter Contract entered into by RePublic Schools, Inc. and the Mississippi Charter School
Authorizer Board

Dated as of July 1, 2016

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**CHARTER SCHOOL CONTRACT
FOR MISSISSIPPI CHARTER SCHOOLS**

THIS AGREEMENT is a Charter School Contract, authorized pursuant to Mississippi Code Annotated, Title 37, Chapter 28, and executed by and between the Mississippi Charter School Authorizer Board (“MCSAB”) and RePublic Schools, Inc. (“Charter Operator”) on this, the 1st day of July, 2016.

RECITALS

WHEREAS, the “Mississippi Charter Schools Act of 2013,” Miss. Code Ann. § 37-28-1 et seq., authorizes the creation of the Mississippi Charter School Authorizer Board to authorize high-quality charter schools, particularly schools designed to expand opportunities for underserved students; and

WHEREAS, the purposes of the “Mississippi Charter Schools Act of 2013” are as follows: (1) to improve student learning by creating high-quality schools with high standards for student performance; (2) to close achievement gaps between high-performing and low-performing groups of public school students; (3) to increase high-quality educational opportunities within the public education system for all, students, especially those with a likelihood of academic failure; (4) to create new professional opportunities for teachers, school administrators, and other school personnel which allow them to have a direct voice in the operation of their schools; (5) to encourage the use of different, high-quality models of teaching, governing, scheduling, and other aspects of schooling which meet a variety of student needs; (6) to allow public schools freedom and flexibility in exchange for exceptional levels of results driven accountability; (7) to provide students, parents, community members, and local entities with expanded opportunities for involvement in the public education system; and (8) to encourage the replication of successful charter schools.

WHEREAS, MCSAB finds that the Charter School’s application is valid, complete, educationally sound, financially well-structured and offers potential for fulfilling the purposes of the Mississippi Charter Schools Act of 2013; and

WHEREAS, MCSAB is authorized, pursuant to Miss. Code Ann. § 37-28-1 et seq., to execute Charter Contracts authorizing the operation of charter schools; and

WHEREAS, MCSAB approved the Application of RePublic Schools, Inc. to operate a charter school, subject to completion of prescribed pre-opening activities and execution of a Charter Contract.

NOW, THEREFORE, the parties hereto, intending to be legally bound by the terms and conditions set forth herein, enter into the following Agreement:

AGREEMENT
SECTION 1: ESTABLISHMENT OF SCHOOL

1.1 Parties

- 1.1.1 This Charter Contract is entered into between RePublic Schools, Inc. (“Charter Operator”) and its Governing Board of Directors and the Mississippi Charter School Authorizer Board (“MCSAB”) for the purpose of establishing and operating Joel E. Smilow Prep (the “Charter School”). This contract will be referred to herein as an “Agreement” or a “Charter Contract,” and such terms may be used interchangeably.
- 1.1.2 The person authorized to sign on behalf of MCSAB is the Chair of Mississippi Charter School Authorizer Board.
- 1.1.3 The person authorized to sign this Agreement on behalf of the Charter Operator is Shomik Dutta (“Charter Representative”), who must be the President of the Governing Board of Directors. The President of the Governing Board of Directors affirms as a condition of this Agreement that the Charter Operator’s Board of Directors has authorized him or her to execute agreements, including this Charter Contract, on behalf of the Charter Operator.
- 1.1.4 The Charter Operator affirms, as a condition of this Charter Contract, that the nonprofit corporation is a duly authorized and certifies that all contracts obligating the charter school have been and will be undertaken by the Charter Operator as a nonprofit corporation. Failure to act strictly as a nonprofit corporation shall be grounds for rescission of its charter.

1.2 Location

- 1.2.1 The Charter Operator shall provide educational services, including the delivery of instruction, at the location(s) listed in **Exhibit A**.
- 1.2.2 The Charter Operator may move its location only after obtaining written approval from MCSAB, subject to such terms and conditions as may be specified.

1.3 Facility

- 1.3.1 The Charter Operator shall maintain ownership of, a lease for, or other suitable agreement covering the use of all facilities, and shall ensure that the facilities comply with all state and local health and safety standards and other applicable laws, regulations, and rules.
- 1.3.2 The Charter School will use the facility for the sole purpose of operating a public school as authorized by this Contract. The School may permit use of the facility by persons or groups associated with it for functions and activities consistent with the use of a public school building.
- 1.3.3 The Charter Operator shall provide a copy of the lease, purchase agreement and/or facility agreement upon request by MCSAB.
- 1.3.4 In the event that an adequate Facility Agreement and/or necessary certificates and permissions are not in place at any time, the Charter Operator may not provide instruction at the facility. In such event, MCSAB reserves the right to enforce its revocation rights

set forth herein.

- 1.3.5 If use by the Charter School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, MCSAB shall not be obligated to provide an alternative facility for use by the Charter School.
- 1.3.6 The Charter Operator shall be responsible for the construction/renovation and maintenance of any facilities owned or leased by it. The Charter Operator shall comply with all applicable local, state, and federal laws and codes regarding school facility maintenance and upkeep.
- 1.3.7 The Charter Operator shall be responsible for ensuring compliance with all ADA accessibility requirements.

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SECTION 2: OPERATION OF SCHOOL

2.1 Purpose

2.1.1 The Charter Operator shall provide educational services according to the educational standards established by law and this Agreement; measure student progress toward stated goals; and participate in student assessments required by state and federal law, regulation, and MCSAB policy. The Charter Operator shall manage the charter school in a financially prudent manner and provide MCSAB with timely and accurate reporting.

2.2 Public School Status

2.2.1 The Charter School shall be considered a public school and is subject to the same civil rights, health, and safety requirements applicable to noncharter public schools, except as otherwise set forth in the Mississippi Charter Schools Act, Miss. Code Ann. §37-28-1 et seq.

2.2.2 Pursuant to Miss. Code Ann. §37-28-45(6), charter schools are not exempt from the statutes listed in **Exhibit B**.

2.3 Governance

2.3.1 The Charter School shall be organized as a nonprofit organization and governed by a board (“Governing Board of Directors”) in a manner that is consistent with the terms of this Contract so long as such provisions are in accordance with state, federal, and local law.

2.3.2 The Charter Operator and its Governing Board of Directors are responsible for complying with and carrying out the provisions of this Agreement, including compliance with applicable laws and regulations and all reporting requirements. This provision shall not be construed to give rise to personal liability of individual board members in instances where the law would not impose such personal liability.

2.3.3 The Governing Board of Directors of the Charter Operator will adopt Articles of Incorporation and bylaws for the Charter Operator and operate in accordance with such bylaws. Any modification of the bylaws must be submitted to MCSAB within five (5) business days of approval by the Charter Board.

2.3.4 The school’s Governing Board of Directors’ bylaws shall include, but not limited to, the adoption of and adherence to a formal conflict of interest policy that is consistent with applicable law.

2.3.5 Composition of the Governing Board of Directors shall at all times be determined by and be consistent with the Articles of Incorporation and bylaws and all applicable law and policy. The Governing Board of Directors shall notify MCSAB of any changes to the Board Roster within five (5) business days of their taking effect and provide an amended Board Roster.

2.3.6 Meetings of the members and governing board of directors of the Charter Operator and any committee or subcommittee thereof shall be conducted in accordance with the Mississippi Open Meetings Act, §25-41-1 et seq.

2.3.7 The Charter Operator and its Board of Directors shall have final authority and

responsibility for the academic, financial, and organizational performance of the school. This provision shall not be construed to give rise to personal liability of individual board members in instances where the law would not impose such personal liability.

- 2.3.8 The Charter Operator shall be the final authority in matters affecting the Charter School, including, but not limited to, staffing, financial accountability, and curriculum, except as otherwise provided in this contract and as provided by applicable law and by policies promulgated by MCSAB. Nothing herein shall prevent the Charter Operator from delegating decision making authority for policy and operational decisions to officers, employees, and agents of the Charter School.
- 2.3.9 Should the Charter Operator propose to enter into a contract with an “Education Service Provider,” as defined in law to manage and operate the Charter School, the Charter Operator shall submit a copy of the proposed contract to MCSAB for approval and comply with Miss. Code Ann. §37-28-41. The Charter Operator also agrees to submit any other information requested by MCSAB regarding the management arrangement, including but not limited to, a description of the Education Service Provider with identification of its principals and their backgrounds. The Charter Operator shall not enter into a management contract without MCSAB approval. A copy of any management contract entered into by Charter Operator and approved by MCSAB shall be incorporated into this Agreement as **Exhibit C**.
- 2.3.10 Any education service provider, which provides comprehensive management for a charter school, must be a nonprofit education organization.

2.4 Educational Program

- 2.4.1 The Charter School shall fulfill the mission, the vision, and the essential terms of the school listed in **Exhibit D**. The Charter School may not modify the items listed in Exhibit D without written permission from MCSAB.
- 2.4.2 The Charter School shall implement the curriculum described in the charter application, supplemented with such other curricula to the extent that such curricula meet or exceed state and/or MCSAB standards.
- 2.4.3 Subject to the conditions of this Agreement and fulfillment of the criteria listed in Exhibit C, the Charter Operator shall have the authority and responsibility for refining the design and implementation of its educational program, subject to the conditions of this Agreement, in a manner that is consistent with state law.
- 2.4.4 The Charter School shall base its instructional program on Mississippi’s state standards, including the Mississippi College and Career-Ready Standards as required by Miss. Code Ann. §37-28-15.

2.5 Grade Range; Number of Students

- 2.5.1 The Charter Operator shall provide instruction to students in such grades and numbers in each year of operation under the Agreement as described in the Charter School’s Enrollment Projection Table incorporated into this Agreement as **Exhibit E**.
- 2.5.2 The Charter Operator shall not enroll more than 120 percent of the total number of students that it is authorized to enroll pursuant to the Charter School’s Enrollment Projection Table.

2.5.3 The Charter Operator may make reasonable modifications within the grade levels approved as set forth in the Charter School's Enrollment Projection Table as to the number of students in any particular grade, and number of students within a class to accommodate staffing exigencies and attrition patterns, but may not without written permission eliminate or add any grades to the Charter School's Enrollment Projection Table.

2.6 Student Recruitment and Enrollment

2.6.1 The Charter School Enrollment Policies and Procedures attached as **Exhibit F** must be used as guidance in the creation and modification of the School Recruitment and Enrollment Plan. Enrollment in the school shall be conducted pursuant to the Charter School's Recruitment and Enrollment Plan, which was developed by the Charter Operator and which must be in compliance with the School Enrollment Policies and Procedures and applicable state law. In all cases, student recruitment and enrollment decisions shall be made in a nondiscriminatory manner and without regard to race, creed, color, ethnicity, sex, disability, national origin, religion, gender, income level, minority status, limited English proficiency, ancestry, need for special education services, or academic or athletic ability.

2.6.2 The Charter Operator shall enroll the required amount of underserved students in accordance with Miss. Code Ann. § 37-28-23(5). The Charter Operator shall enroll the percentage of underserved students as described in the Charter School's Required Underserved Percentage Table incorporated into this Agreement as **Exhibit G**.

2.6.3 If the Charter School does not meet the required standard, the Authorizer must consider the Charter School's recruitment efforts and the underserved student composition of the applicant pool in determining whether the School is operating in a discriminatory manner.

2.6.4 A finding by MCSAB that the Charter School is operating in a discriminatory matter in admissions practices shall be grounds for termination of the Charter Contract. The MCSAB may also take remedial steps short of revocation in accordance with its policies.

2.7 Calendar and Attendance

2.7.1 The Charter School shall adopt a school calendar that complies with Miss. Code Ann. § 37-13-63(1) which prescribes the minimum number of days which public schools must be kept in session during a scholastic year.

2.7.2 Attendance of students at the Charter School shall be in compliance with Mississippi's Compulsory Attendance Law, Miss. Code Ann. § 37-13-91.

2.8 Student Handbook

2.8.1 The Charter Operator shall implement a Student Handbook, developed by the Charter Operator, and shall disseminate the Student Handbook to students and parents each school year. The Charter Operator's Student Handbook shall include, but not be limited to the Charter School's Student Code of Conduct, Complaint Policy, and Discipline Management Plan, each of which must be in compliance with applicable federal and state laws and MCSAB policy. The Charter School's Student Handbook shall be submitted to MCSAB in accordance with timelines and procedures established by MCSAB. The

Charter School may be evaluated based on compliance with the provisions of the Charter School's Student Handbook, to the extent that such provisions do not violate federal or state law or MCSAB policy.

2.9 Student Code of Conduct and Discipline Management Plan

2.9.1 The Charter Operator shall maintain and implement written rules and procedures for student discipline, including clear guidelines for suspension and expulsion, and which may be reviewed by MCSAB. Such rules and procedures must be consistent with all applicable state and federal law. Those provisions regarding suspension and expulsion must meet all requirements for due process, provision of alternative instruction, and federal laws and regulations governing the placement of students with disabilities. Any material modifications of the disciplinary code shall be approved by the board of the Charter Operator prior to such modifications becoming effective.

2.10 Complaint Policy

2.10.1 The Charter Operator shall implement and maintain a complaint policy to receive and handle complaints brought against the Charter School and/or the Charter Operator. The Complaint Policy shall be included in the Charter School's Student Handbook. The complaints process implemented by the Charter Operator shall be consistent with applicable law and due process. A copy of the Charter Operator's complaint policy shall be distributed to the parents and/or guardians of students enrolled in the School, and made readily available to all others requesting a copy.

2.11 Student Progression and Graduation

2.11.1 The Charter Operator shall implement and adhere to student performance and progression standards developed in accordance with state laws and MCSAB policy. The Charter School will meet or exceed the same graduation requirements as all other Mississippi noncharter public schools.

2.12 Student Welfare and Safety

2.12.1 The Charter School shall comply with all applicable federal and state laws, concerning student welfare, safety and health, including but not limited to, state laws regarding the reporting of child abuse, accident prevention and disaster response, fire safety, and any state regulations governing the operation of school facilities.

2.13 Transportation

2.13.1 The Charter Operator shall provide transportation consistent with the transportation plan contained in the Charter Application.

2.14 Nonsectarian Status

2.14.1 The Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.

2.15 Evaluation

2.15.1 The Charter Operator and Charter School's performance shall be evaluated in conformity with the academic, financial, organizational standards set forth in the Mississippi Charter School Performance Framework ("Performance Framework"), and which is hereby

incorporated into, and made a part of, the charter school contract by reference. For purposes of contract renewal, and revocation decisions, and other evaluations of the Charter School's performance, MCSAB will rely primarily on the performance standards set forth in the Performance Framework. The Charter Operator acknowledges that the performance standards set forth in the Performance Framework are subject to change throughout the term of the Agreement, and agrees to be evaluated by standards in the Performance Framework at the time of the evaluation.

- 2.15.2 The specific terms, form, and requirements of the Performance Frameworks, including any required indicators, measures, metrics, and targets required by applicable state and federal accountability requirements, are determined by the Authorizer and will be binding on the Charter Operator.
- 2.15.3 The Charter Operator shall be subject to a review of its performance in relation to the measures, metrics, and standards set out in the Performance Framework at least annually. Annual performance targets must be set by the Charter Operator in conjunction with the Authorizer and must be designed to help each school meet applicable federal, state, and authorizer expectations.
- 2.15.4 The Performance Framework shall also allow the inclusion of additional rigorous, valid and reliable indicators proposed by the Charter School to augment external evaluations of its performance; however, MCSAB must approve the quality and rigor of any indicators proposed by the Charter School.
- 2.15.5 The Charter Operator and School shall be subject to ongoing monitoring activities in accordance with the Performance Framework and MCSAB policies.

2.16 Student Records

- 2.16.1 The Charter Operator shall comply with any and all record-keeping requirements of MCSAB and state law and regulation and shall provide, upon request by MCSAB, any reports or student records, including, but not limited to, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, standardized test results, and documentation required under federal and state law regarding the education of students with disabilities.
- 2.16.2 The Charter Operator shall comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C.A §1232g.
- 2.16.3 If this Charter Agreement is terminated, the Charter is revoked or surrendered, or the school otherwise ceases to operate, all student records shall be immediately secured and transferred according to the policy determined by MCSAB. The Charter Operator shall supply in a timely manner all reports, test results, and other information that are required under this Agreement, state law, and MCSAB policy and regulations in accordance with timelines and processes established by MCSAB.
- 2.16.4 The Charter Operator shall provide for the transfer of the education records, including special education records, of any student who was enrolled at the school upon the written request of any authorized person on behalf of an educational facility within or outside of the state of Mississippi, where the student has become enrolled or is seeking enrollment.

2.16.4.1 The transfer of such records, whether by mail or otherwise, shall occur

not later than ten (10) business days from the date of receipt of the written request.

2.16.4.2 If a student has been expelled, the transferred records shall include the dates of the expulsion and the reasons for which the student was expelled.

2.16.5 The Charter Operator shall maintain records of all students transferring into the charter school and withdrawing from the Charter School as required by state law.

2.17 Reporting

2.17.1 The Charter Operator shall supply in a timely manner all reports, data, test results and other information required under this Agreement, state and federal law or MCSAB policy and regulations, or requested by the Mississippi Department of Education (“MDE”), in accordance with timelines and processes established by MCSAB and MDE.

2.17.2 The Charter Operator agrees to submit all reports and other information in the manner prescribed by MCSAB, which may include the use of a document-storage and management system and an oversight and compliance management system.

2.18 Assessment of Student Performance and Procedures for Corrective Action

2.18.1 The Charter Operator shall implement the plan for assessment of student performance, administration of state-wide assessments, and procedures for corrective action as required by state law, MCSAB policy, and the MDE. The Charter School shall participate in all student testing required by state and federal law and MCSAB and MDE policy and regulations.

2.19 Education of Students with Exceptionalities

2.19.1 The Charter Operator will comply with the applicable requirements of federal and state law and MCSAB policy concerning the education of children with exceptionalities, including the requirements of the Individuals with Disabilities Education Act (20 U.S.C. §1401 et seq.), the Americans with Disabilities Act (42 U.S.C. §12101 et seq.), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), and related provisions of the School Enrollment Policies and Procedures (**Exhibit F**).

2.19.2 Pursuant to Miss. Code Ann. § 37-28-39(6), the Charter School serves as the local educational agency (“LEA”) for the purposes of any special education funding or statutory definitions.

2.19.3 With MCSAB prior approval, the Charter School may negotiate and enter into a contract with the local school district for the provision of and payment for special education services in compliance with Miss. Code Ann. § 37-28-55(3).

2.20 Volunteer Requirements

2.20.1 Any requirement that parents commit a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances. The Charter Operator shall not condition the enrollment of any student on the commitment of the student’s parents to provide any number of volunteer hours or on otherwise donating volunteer hours to the Charter School.

2.21 Oversight Authority

2.21.1 MCSAB shall have oversight authority over the Charter School pursuant to Miss. Code Ann. § 37-28-1 et seq. Such oversight authority shall include the right of MCSAB to require the Charter Operator to undertake and complete corrective action in the event that there is a reasonable basis to believe that the Charter Operator may have violated any federal or state laws, MCSAB policy, or any of the terms or conditions of this Charter Agreement. All records established and maintained in accordance with the provisions of this Agreement, MCSAB policies and/or regulations, and federal and state law shall be opened to inspection by MCSAB.

2.22 Site Visits

2.22.1 The Charter Operator shall allow representatives from MCSAB, the MDE, the Mississippi Office of the State Auditor, law enforcement officials, contracted evaluators, or any other federal, state or local regulatory agency to visit the school site at any time to inspect operations and performance and to ensure compliance with all applicable laws and regulations, the terms of this Agreement, and the terms of state and federal grants. During such site visits, the Charter Operator shall allow the visiting officials full and immediate access to its financial and educational records, reports, files, and documents of any kind.

2.23 Production of Documents

2.23.1 Representatives of the Charter Operator or the administrator of the Charter School shall produce all documentation and information requested by MCSAB, the Mississippi Office of the State Auditor, law enforcement officials, contracted evaluators, or any other federal, state, or local regulatory agency within three (3) business days of a request, if not prohibited by FERPA. The production of documents requested pursuant to this provision shall be distinguished from requests for documents made during site visits.

2.24 Attendance Required of Charter Operator and/or its Employees

2.24.1 Members and employees of the Charter Operator shall attend all training sessions required by MCSAB.

2.24.2 The Charter Operator, or a representative of the Charter Operator, shall attend all meetings in which MCSAB requests its presence. These meetings shall include, but are not limited to, meetings with MCSAB staff and/or MDE staff, MCSAB committee meetings, and MCSAB board meetings.

2.25 Health Services and Protections

2.25.1 The Charter Operator shall provide appropriate health services and safety protections consistent with applicable federal and state law and MCSAB policy.

2.26 Non-Discrimination

2.26.1 The Charter Operator agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; and the Americans

with Disabilities Act of 1990.

2.26.2 The Charter Operator agrees not to discriminate against any person and will render services under this contract without regard to race, creed, color, sex, disability, national origin, religion, veteran status, and political affiliation.

2.26.3 Any act of discrimination committed by the Charter Operator or its agents, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

2.27 Notification Requirements

2.27.1 The Charter Operator shall notify MCSAB within two (2) business days of any conditions that may cause the school to vary from the terms of its approved charter or from state law, federal law, or MCSAB requirements.

2.27.2 The Charter Operator shall notify MCSAB in a timely manner of any circumstances requiring the temporary or permanent closure of the Charter School in the event of including, but not limited to, a natural disaster, such as a hurricane, tornado, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the school facility.

2.27.3 The Charter Operator shall notify MCSAB within two (2) business days of the arrest of any members of the Charter's Board of Directors, employees, contractors, subcontractors, or any person directly or indirectly employed by the Charter Operator for a crime listed in Miss. Code Ann. §45-33-23(g) or any crime related to the misappropriation of funds or theft.

2.27.4 The Charter Operator shall notify MCSAB within two (2) business days of its default on any obligation, which shall include debts for which payments are past due by ninety (90) days or more.

2.27.5 The Charter Operator shall remain in good standing as a registered nonprofit organization and shall immediately notify MCSAB of any change in its standing.

2.27.6 If the Charter Operator has contracted with a management organization and such contract is terminated or not renewed, the Charter Operator shall provide written notification to MCSAB within two (2) business days stating the reasons for the termination of the relationship.

2.27.7 Failure of the board to notify MCSAB about loss of the management organization within two (2) business days may result in MCSAB rendering the charter operator or a majority of its board members ineligible to operate a charter school in future years.

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SECTION 3: SCHOOL FINANCIAL MATTERS

3.1 Funding

- 3.1.1 Prior to the beginning of each new fiscal year, the Charter Operator shall report and follow procedures required by MCSAB to determine enrollment projections for the upcoming school year.
- 3.1.2 The Charter School shall be funded pursuant to Miss. Code Ann. §37-28-55.
- 3.1.3 Mississippi Adequate Education Program payments will be transferred to the Charter Operator at the same time and manner as adequate education program payments are made to local school districts under Miss. Code Ann. §37-151-101 and §37-151-103. The Charter School will report student, staff and financial information in the manner prescribed by MCSAB.
- 3.1.4 The Charter School shall function as a local education agency for the purpose of applying for state and federal funds, receipt of funds, compliance with funding requirements, and shall be responsible for submitting its own application for funds.
- 3.1.5 The Charter School is eligible for all federal program funding for which regular public school districts are eligible. The charter school will be notified of this eligibility and the application procedures and timelines by individual program offices within MDE.
- 3.1.6 The Mississippi Charter School Authorizer Board shall receive three percent (3%) of annual per-pupil allocations received by a charter school from state and local funds in order to cover the costs of overseeing charter schools in accordance with the Mississippi Charter Schools Act.
- 3.1.7 The Charter Operator acknowledges that each year funding will be based on the projected student enrollment in the charter contract. The amount of funding will be reconciled at the end of each year of operation and any necessary adjustments must be made to payments during the school's following year of operation.
- 3.1.8 Any funds received by the Charter School from any source remaining in the Charter School's accounts at the end of a budget year must remain in the Charter School's accounts for use by the Charter School during subsequent budget years.
- 3.1.9 Notwithstanding the foregoing, the Charter Operator acknowledges that MCSAB may, at its discretion, direct MDE to withhold funds to charter schools that do not submit requested data to MCSAB, MCSAB staff, the Mississippi Department of Education, and contracted evaluators by designated deadlines, provided that such deadlines shall have been provided to the Charter Operator in writing, via a policy or by any other means, in advance of any such withholding of funds.

3.2 Financial Accounting and Reporting

- 3.2.1 The Charter Operator shall be responsible for the Charter School's operation, including the preparation of a budget. The Charter Operator shall submit a budget directly to MCSAB in a manner and at the times prescribed in the Fiscal Oversight Policy promulgated by MCSAB, attached hereto as **Exhibit H**.

- 3.2.2 The Charter Operator shall comply with all rules, guidelines, and regulations adopted by MCSAB prescribing forms and practices for budgeting, accounting, and financial reporting including, but not limited to, those prescribed in the Fiscal Oversight Policy promulgated by MCSAB, and attached hereto as **Exhibit H**.
- 3.2.3 The Charter Operator agrees to submit any amended budgets or other requested financial documents according to the guidelines developed by MCSAB policy.
- 3.2.4 The Charter Operator shall conduct an annual independent audit and submit it to the Mississippi Charter School Authorizer Board. The audit shall be conducted either by the State Auditor or a certified public accountant approved by the State Auditor. The certified public accountant may not be selected to preform the annual audit of a charter school if that accountant previously has audited the charter school for more than three (3) consecutive years. The Charter Operator shall file a copy of the audit report and accompanying management letter with MCSAB in compliance with Miss. Code Ann. § 37-28-57(2).
- 3.2.5 The Charter Operator shall maintain records in a manner that reflects compliance with this Charter Contract and generally accepted accounting principles.
- 3.2.6 Assets, funds, liabilities, and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization unless approved in writing by MCSAB.

3.3 Tuition and Fees

- 3.3.1 The Charter Operator shall not charge any student tuition, an attendance fee, or a fine of any kind. Any other fee shall be subject to a waiver process that considers individual family circumstances. The Charter Operator shall not condition the enrollment, registration, earning of credit, or receipt of grades of any student on the payment or nonpayment of fees.

3.4 Financial and Operational Records

- 3.4.1 All records of the Charter School are subject to inspection and production as set forth in this Agreement and as required by the Mississippi Public Records Act. If this Agreement is terminated, the Charter is revoked or surrendered, or the school otherwise ceases to operate, the possession of all records of the school shall be immediately transferred to MCSAB.

3.5 Assets

- 3.5.1 Any assets acquired by the Charter Operator are the property of the Charter School for the duration of this Agreement and any renewal of the Agreement. If this Agreement is terminated, the charter is revoked or surrendered or the school otherwise ceases to operate, all assets purchased with governmental funds shall revert to the local school district in which the School is located.
- 3.5.2 If the Charter School fails to open and serve students or closes for any reason, including the revocation of its Charter or a voluntary surrender of the Charter, the Charter Operator shall refund to the local school district in which the School is located all unspent government funds, unspent earnings from those funds, and assets purchased with government funds; shall not pay any debts with such funds, whether incurred before or

after the failure to open and serve students or the closure of the charter school; and shall make no other disposition whatsoever of such funds or equipment except as specifically permitted by MCSAB pursuant to a written agreement separate from this Charter School Contract and its Exhibits. If any such separate written agreement is negotiated between MCSAB and the Charter Operator, MCSAB shall consider the financial impact that Charter Operator's debts may have on other schools operated by the Charter Operator.

- 3.5.3 If the charter school fails to open and serve students or closes for any reason, the Charter Operator shall immediately refund all equipment and cash on hand attributable to federal funding to the appropriate division within the U.S. Department of Education or to any other federal funding source, except as specifically permitted by MCSAB pursuant to a written agreement separate from this Charter School Contract and its Exhibits.
- 3.5.4 The Charter Operator shall maintain records of any assets acquired with funds from nongovernmental sources. If a charter school fails to open and serve students or closes for any reason, unspent funds from nongovernmental sources, unspent earnings from those funds, assets purchased with those funds and debts of the school must revert to the nonprofit organization operating the school and may be disposed of according to applicable laws for nonprofit organizations. If the Charter Operator's accounting records fail to clearly establish whether a particular asset was purchased with government funds or nongovernmental funds, ownership of the asset will revert to the local school district in which the charter school is located.
- 3.5.5 The Charter Operator shall maintain a complete and current inventory of all school property that complies with state and federal laws and MCSAB policy.
- 3.5.6 The Charter Operator shall be responsible for adequately safeguarding all assets purchased with any public funds and shall produce evidence of such upon request by MCSAB.

3.6 Insurance

- 3.6.1 The Charter Operator shall provide a description of the insurance coverage the school will obtain according to application requirements including but not limited to workers' compensation, liability, property, indemnity, directors and officers, and automobile insurance.
- 3.6.2 The Charter Operator shall obtain property insurance for buildings being used by the Charter Operator to fulfill the purposes of this contract and any contents purchased by the Charter Operator with state or federal funds. The property insurance obtained by the Charter Operator shall provide MCSAB with the ability to file a claim for any loss of property purchased with state or federal funds.
- 3.6.3 As evidence of compliance with the insurance required by this Charter Contract, the Charter Operator shall annually provide MCSAB with current certificates of insurance signed by an authorized representative of the insurer(s). The certificates shall evidence that policies providing the required coverage, conditions and limits are in full force and effect.

SECTION 4: PERSONNEL

4.1 Employment Matters

- 4.1.1 The Charter Operator shall employ and contract with necessary personnel. It shall implement a personnel policy that addresses such issues as hiring of personnel, terms of employment, and compensation consistent with that contained in the Charter Application. The parties agree that teachers and other staff employed by the Charter Operator are not employees of MCSAB.
- 4.1.2 The Charter Operator shall provide any training required by state or federal law that applies directly to the Charter School.
- 4.1.3 The Charter Operator must provide employees the same general rights and privileges as other public school employees, except such employees are not: (1) covered under the Education Employment Procedure Law (Miss. Code Ann. § 37-9-103); (2) subject to the state salary requirements prescribed Miss. Code Ann. § 37-19-7; and (3) members of the Public Employees' Retirement System.

4.2 Instructional Providers and Administrators

- 4.2.1 The Charter Operator shall employ or otherwise utilize in instructional positions only those individuals who are credentialed in accordance with applicable federal laws, rules, and regulations. The Charter Operator shall employ staff in accordance with any licensure and credential requirements listed in Miss. Code Ann. § 37-28-47.
- 4.2.2 The Charter Operator shall evaluate all administrators and instructional providers as required by applicable state law.

4.3 Paraprofessionals

- 4.3.1 Paraprofessionals employed by the Charter School shall meet all qualification requirements imposed by applicable federal and state law, rules, and regulations.

4.4 Criminal History Review

- 4.4.1 The Charter Operator shall conduct a criminal history review through the Mississippi Department of Public Safety for each individual the Charter Operator intends to hire. The qualification of any employee shall be determined in accordance with Miss. Code Ann. § 37-28-49.
- 4.4.2 The charter school shall not hire a person who has been convicted of, plead guilty to, or has pleaded nolo contendere to a crime listed in Miss. Code Ann. §45-33-23(g) as a teacher, substitute teacher, bus driver, substitute bus driver, janitor, school security personnel, cafeteria personnel, volunteer, or a school employee who might reasonably be expected to be placed in a position of supervisory or disciplinary authority over school children unless approved in writing by MCSAB depending on mitigating circumstances presented by the prospective employee.
- 4.4.3 No person employed or otherwise associated with the Charter School, including any contact person listed on the charter school application or any member of the management board, who has been convicted of or has pleaded nolo contendere to a crime related to misappropriation of funds or theft, shall be engaged in direct processing of charter school

funds.

- 4.4.4 The Charter Operator shall adhere to all policies/procedures adopted by MCSAB concerning criminal history review for public school employees, as well as other persons associated with the charter school who are engaged in direct processing of charter school funds.

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SECTION 5: CONTRACT TERM, RENEWAL & REVOCATION

5.1 Five-Year Term.

5.1.1 This Charter School Contract shall be effective upon complete execution for a period of five years and will terminate on June 30, 2020, unless terminated earlier as provided herein or revoked under applicable law and regulation.

5.2 Renewal

5.2.1 Prior to the expiration of the current Charter Contract, the Charter Contract may be renewed at the discretion of MCSAB pursuant to applicable provisions of Miss. Code Ann. §37-28-33 and MCSAB policy.

5.2.2 The charter school's performance in relation to the indicators, measures, metrics, and targets set forth in the Mississippi Charter School Performance Framework shall provide the basis upon which MCSAB will decide whether to renew the School's Charter Contract at the end of the Charter term.

5.3 Revocation

5.3.1 The Charter Contract may be terminated or revoked for failure to meet the goals, objectives, content standards, pupil performance standards, applicable federal requirements, bankruptcy or insolvency of the Charter School, or other terms identified in the Charter Contract.

5.3.2 As provided by law, MCSAB must terminate, or revoke this Agreement at any time upon a determination that the Charter Operator, its board members, officers, or employees did any of the following:

5.3.2.1 Committed a material and substantial violation of any of the terms, conditions, standards, or procedures required in this Agreement;

5.3.2.2 Failed to meet or make sufficient progress toward the performance expectations set forth in the charter contract;

5.3.2.3 Failed to meet generally accepted standards of fiscal management; or

5.3.2.4 Substantially violated any provision of law or policy applicable to a charter school, its officers, or employees.

5.3.3 This Agreement shall be revoked in compliance with the procedures outlined for revocation proceedings in Miss. Code Ann. §37-28-33 and MCSAB policy.

5.3.4 This Charter Contract may be terminated immediately and the Charter revoked if MCSAB determines that the health, safety, or welfare of the students is threatened. MCSAB must provide written notice of termination, which shall include its findings and basis for termination. The termination and revocation shall be effective upon receipt of the Notice of Termination by the Charter Operator.

5.3.5 The MCSAB may impose other appropriate remedies for breach of the Charter Contract including, but not limited to, revocation of any waiver(s) and withholding of funds.

5.4 Termination by the School

5.4.1 In consultation with MCSAB, at the close of any school year and upon written notice to MCSAB at least thirty (30) days before the end of the school year, the Charter Operator may terminate the Charter Contract before the end of the contract term.

5.5 Closure

5.5.1 In the event that the Charter School should cease operations for any reason, including termination of this Agreement, surrender, revocation, or non-renewal of the Charter, or dissolution of the non-profit corporation, the Board of Directors of the Charter School shall have direct responsibility for carrying out the dissolution of the school and disposition of assets in accordance with the School Closure Protocol developed by MCSAB in accordance with Miss. Code Ann. §37-28-35. The MCSAB shall have authority to supervise, oversee, or direct the dissolution of the charter school and the disposition of assets of the charter school.

5.5.2 If the Charter School permanently closes and ceases its operations, the Charter School shall comply with Miss. Code Ann. §37-28-35 and proceed according to MCSAB School Closure Protocol.

5.5.3 Upon the Charter Operator's receipt of written notice of termination, and throughout the period of Charter School operation between the notice of termination and school closure, if any, the Charter Operator shall (i) comply with the School Closure Protocol and applicable provisions of law and perform all obligations necessary thereto, (ii) designate a representative of the Charter Operator who shall retain responsibility for the security of and access to all Charter School records, including student records, (iii) provide the means and capability to access Charter School records, including student records, as designated in writing, and (iv) fully cooperate with MCSAB and the Mississippi Department of Education, who shall have unrestricted and equal access to Charter School records, including student records during the period prior to the closure of the Charter School. Upon termination and closure, the Charter Operator shall secure all Charter School records, including student records, in the possession of the Charter School and shall grant to MCSAB access to records requested by MCSAB. The MCSAB may take possession of such records, and upon taking possession of such records shall thereafter fulfill any and all statutory and contractual duties concerning the Charter School records, including the student records which are within MCSAB's possession; provided that in performing the Charter Operator's legal or contractual duties, the Charter Operator shall comply with applicable law, and the School Closure Protocol. The Charter Operator shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the school so that those records may be transmitted to MCSAB.

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SECTION 6. OPERATION OF THE CONTRACT

6.1 Entire Agreement

- 6.1.1 The Charter Operator and MCSAB intend this Agreement, including all of the Exhibits, to represent a final and complete expression of their contract, which shall be considered the school's Charter; except that the parties recognize that amendments to this Agreement may be approved from time to time hereafter. All prior representations, understandings, and discussions are merged herein, and no course of prior dealings between the parties shall supplement or explain any terms used in this document.

6.2 Notice

- 6.2.1 All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

In the case of the Charter Operator:

The address(es) specified in **Exhibit A**.

In the case of the Mississippi Charter School Authorizer Board:

Executive Director
Mississippi Charter School Authorizer Board
3825 Ridgewood Road
Jackson, MS 39211

6.3 Indemnification and Disclaimer of Liability

- 6.3.1 To the fullest extent allowed by law, the Charter Operator shall indemnify, defend, save and hold harmless, protect, and exonerate the MCSAB, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the Charter Operator and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, the Charter Operator may be allowed to control the defense of any such claim, suit, etc. In the event the Charter Operator defends said claim, suit, etc., the Charter Operator shall use legal counsel acceptable to the State. The Charter Operator shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The Charter Operator shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

6.3.2 The Charter Operator acknowledges that it is without authority to extend the faith and credit of MCSAB to any third party. The Charter Operator shall clearly communicate to vendors and other entities and individuals outside MCSAB that the obligations of the Charter Operator under agreement or contract are solely the responsibility of the Charter Operator and are not the responsibility of MCSAB.

6.4 Independent Contractor Status

6.4.1 The Charter Operator shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, the Charter Operator, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or the Charter Operator hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and the Charter Operator. The Charter Operator's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither the Charter Operator nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MCSAB, and the MCSAB shall be at no time legally responsible for any negligence or other wrongdoing by the Charter Operator, its servants, agents, or employees. The MCSAB shall not withhold from the contract payments to the Charter Operator any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Charter Operator. Further, the MCSAB shall not provide to the Charter Operator any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

6.4.2 Additionally, the parties acknowledge that neither MCSAB nor the State of Mississippi is liable for the debts or financial obligations of the Charter Operator or the Charter School.

6.4.3 The parties acknowledge that MCSAB and its members individually are immune from civil liability for any damages arising with respect to all activities related to the operation of any type of charter school they may authorize as a chartering authority, including the Charter School.

6.5 Waiver

6.5.1 No delay or omission by either party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this Agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one party to this Agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

6.5.2 The parties agree that either party's failure to insist on strict performance of any term or condition of this Agreement shall 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.

6.6 Failure to Enforce

6.6.1 Failure by the MCSAB at any time to enforce the provisions of the Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Agreement or any part thereof or the right of the MCSAB to enforce any provision at any time in accordance with its terms.

6.7 Non-Assignment

6.7.1 Neither party to this Agreement shall assign or attempt to assign any rights, benefits, or obligations, accruing to the party under this Agreement, except to the extent authorized by Miss. Code Ann. §37-28-41(c) regarding the power to contract with a third party education service provider.

6.8 Applicable Law

6.8.1 This Agreement shall be governed by and construed according to the Constitution and laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Charter Operator shall comply with applicable federal, state, and local laws and regulations. To the extent that any provision of the Mississippi Charter Schools Act is inconsistent with any other state or local law, rule or regulation, the provisions of the Mississippi Charter Schools Act govern and are controlling.

6.8.2 The Charter Operator shall comply with all federal and state laws and regulations applicable to Mississippi charter schools, and all requirements imposed by MCSAB policy and regulation. The Charter Operator shall conform, in all respects, with the educational standards contained in this Agreement and in MCSAB policy.

6.8.3 The parties intend that they be bound by, and that this Agreement be subject to, any and all future amendments or additions to the statutes, regulations, policies and procedures applicable to charter schools. The Charter Operator and MCSAB hereby agree to comply with any such change as if it were specifically set forth herein. Any such change shall supersede any provision within this Agreement that conflicts with it.

6.9 Severability

6.9.1 If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the Agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

6.10 No Third Party Beneficiary

6.10.1 The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to MCSAB and the Charter Operator. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to

this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

6.11 Third Party Action Notification

6.11.1 Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Charter Operator by any entity that may result in litigation related in any way to this agreement.

6.12 Counterparts; Signature by Facsimile

6.12.1 This Agreement may be signed in counterparts, which shall together constitute the original Contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

6.13 Material Amendment

6.13.1 Any material amendment to this Agreement will be effective only with approval of MCSAB and the Charter School's Governing Board of Directors. A Material Amendment shall not become effective and the Charter Operator shall not take action or implement the changes requested in the amendment until the amendment is approved by MCSAB.

6.13.2 The Charter Operator will submit any proposed Material Amendment in accordance with guidance promulgated by MCSAB.

6.13.3 Changes to the Agreement that constitute Material Amendments shall be identified in MCSAB contract amendment policy.

6.14 Non-Material Amendment

6.14.1 A Non-Material Amendment of this Agreement may be made effective by the Charter Operator through written Notification to MCSAB.

6.14.2 The Charter Operator will notify MCSAB of any proposed Non-Material Amendment in accordance with guidance to be promulgated by MCSAB.

6.14.3 A Non-Material Amendment by the Charter Operator will be effective five (5) business days following receipt of Notification, unless MCSAB notifies the Charter Operator that it objects to the proposed Amendment.

6.14.4 A Non-material amendment by MCSAB due to a change in MCSAB policy or regulations any amendments thereto will be effective immediately unless a different effective date is stated therein.

6.14.5 Non-Material Amendments to the Agreement shall be identified in MCSAB contract amendment policy.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

MISSISSIPPI CHARTER SCHOOL AUTHORIZER BOARD:

By: _____ DATE _____
CHAIR

CHARTER OPERATOR:

By: _____ DATE _____
CHAIR/PRESIDENT

TABLE OF EXHIBITS

Exhibit A:	Location
Exhibit B:	Charter School Non-Exemption List
Exhibit C:	Education Service Provider Contract (if Applicable)
Exhibit D:	Educational Program Requirements
Exhibit E:	Enrollment Projection Table
Exhibit F:	Charter School Enrollment Policies and Procedures
Exhibit G:	Required Underserved Percentage
Exhibit H:	Fiscal Oversight Policy

CHARTER SCHOOL CONTRACT: EXHIBIT A
Location

Name of Charter School: Joel E. Smilow Prep

The Charter Operator shall provide educational services, including the delivery of instruction, at the location(s) specified below:

Joel E. Smilow Prep
787 E. Northside Drive
Jackson MS 39206

CHARTER SCHOOL CONTRACT: EXHIBIT B
Non-Exemption List

Pursuant to Miss. Code Ann. § 37-28-45(6), Charter schools are *not* exempt from the following statutes:

1. Chapter 41, Title 25, Mississippi Code of 1972, which relate to open meetings of public bodies.
2. Chapter 61, Title 25, Mississippi Code of 1972, which relate to public access to public records.
3. Section 37-3-51, which requires notice by the district attorney of licensed school employees who are convicted of certain sex offenses.
4. Section 37-3-53, which requires publication of the Mississippi Report Card by the State Board of Education.
5. Section 37-11-18, which requires the automatic expulsion of a student possessing a weapon or controlled substance on educational property.
6. Section 37-11-18.1, which requires expulsion of certain habitually disruptive students.
7. Section 37-11-19, which requires suspension or expulsion of a student who damages school property.
8. Section 37-11-20, which prohibits acts of intimidation intended to keep a student from attending school.
9. Section 37-11-21, which prohibits parental abuse of school staff.
10. Section 37-11-23, which prohibits the willful disruption of school and school meetings.
11. Sections 37-11-29 and 37-11-31, which relate to reporting requirements regarding unlawful or violent acts on school property.
12. Section 37-11-67, which prohibits bullying or harassing behavior in public schools.
13. Section 37-13-3, which prohibits doctrinal, sectarian or denominational teaching in public schools.
14. Sections 37-13-5 and 37-13-6, which require the flags of the United States and the State of Mississippi to be displayed near the school building.
15. Section 37-13-63(1), which prescribes the minimum number of days which public schools must be kept in session during a scholastic year.
16. Section 37-13-91, which is the Mississippi Compulsory School Attendance Law.

17. Section 37-13-171(2) and (4), which requires any course containing sex-related education to include instruction in abstinence-only or abstinence-plus education.
18. Section 37-13-173, which requires notice to parents before instruction on human sexuality is provided in public classrooms.
19. Section 37-13-193, which relates to civil rights and human rights education in the public schools.
20. Sections 37-15-1 and 37-15-3, which relate to the maintenance and transfer of permanent student records in public schools.
21. Section 37-15-6, which requires the State Department of Education to maintain a record of expulsions from the public schools.
22. Section 37-15-9, which establishes minimum age requirements for kindergarten and first grade enrollment in public schools.
23. Section 37-15-11, which requires a parent, legal guardian or custodian to accompany a child seeking enrollment in a public school.
24. Sections 37-16-1, 37-16-3, 37-16-4 and 37-16-9, which relate to the statewide assessment testing program.
25. Section 37-18-1, which establishes the Superior-Performing Schools Program and Exemplary Schools Program to recognize public schools that improve.

CHARTER SCHOOL CONTRACT: EXHIBIT D
Educational Program Requirements

Material Term	School Information
School Name	Joel E. Smilow Prep
Mission	The mission of Joel E. Smilow Prep is to educate students in grades five through eight and build the academic and character foundation necessary for success in the most demanding colleges and a life of active citizenship.
Vision	To enable all of our students to graduate from a competitive four-year college, Joel E. Smilow Prep maintains a dual focus on solid academic preparation combined with a mastery of personal discipline and character. We offer an academically rigorous program with dramatically more instructional time, allowing in the initial grades for three hours of guided reading and writing, two hours of math, and one hour of science/coding daily.
Essential Term #1	Culture: Staff will consistently implement Joel E. Smilow Prep’s Code of Conduct via a system of positive and negative consequences.
Essential Term #2	College Preparatory Academics: Joel E. Smilow Prep students will have an extended school day with rigorous college prep academics.
Essential Term #3	Coding: All students at Joel E. Smilow Prep will be equipped with 21 st century skills by taking computer coding as a core academic subject.

CHARTER SCHOOL CONTRACT: EXHIBIT E
Grade Level Enrollment Projection Table

Name of Charter School: Joel E. Smilow Prep

Name of Charter Operator: RePublic Schools, Inc.

Grade Level	Year 1 July 2016 – June 2017	Year 2 July 2017 – June 2018	Year 3 July 2018 – June 2019	Year 4 July 2019 – June 2020	Year 5 July 2020 – June 2021
5	119	119	119	119	119
6		119	119	119	119
7			119	119	119
8				119	119
TOTAL	119	238	357	476	476

 Signature of Charter Operator’s
 Authorized Representative

 Date

CHARTER SCHOOL CONTRACT: EXHIBIT F CHARTER SCHOOL ENROLLMENT POLICIES AND PROCEDURES

The Mississippi Charter School Authorizer Board (MCSAB) is committed to ensuring that the student enrollment process in the charter schools it authorizes is **fair, transparent** and **accessible** to all students and families interested in attending a charter school.

The following describes the student enrollment process, both in terms of policies and procedures, for MCSAB-authorized charter schools.

ENROLLMENT POLICY

The Governing Board of Directors of each charter school must adopt a written student enrollment policy. The policy should include:

- Five-year enrollment plan (including expansion plan for additional grades and number of students served);
- A non-discrimination assurance;
- Eligibility and application requirements (including ages/grades at which the school enrolls, or does not enroll, new students);
- Marketing/outreach/recruitment timeline and activities;
- Due dates for application materials;
- Lottery date and process;
- Instructions for accepting admission if chosen in the lottery; and
- Waitlist procedures.

MCSAB and/or MCSAB staff will approve the school's enrollment policy and may also approve any application materials (i.e. written application, recruitment flyer) to ensure consistency with Mississippi charter school law.

Non-Discrimination Requirement

Charter schools authorized by MCSAB are public schools and are open to all students eligible for enrollment in a public school. Charter schools may not discriminate on the basis of race, creed, color, ethnicity, sex, disability, national origin, religion, gender, income level, minority status, limited English proficiency, ancestry, need for special education services, or academic or athletic ability.

Enrollment of Students with Disabilities

It is expected that charter schools will enroll students with disabilities in compliance with all applicable laws. The MCSAB will monitor all schools for compliance with the law to ensure equal access for all students. The percentage of students eligible for special education services who are admitted to the charter school will be reviewed annually based on the percentage of students identified as receiving special education services in schools in the district in which the charter school is located.

Required Enrollment of Underserved Students for Charter Schools

The percentage of underserved students enrolled in the charter school, as defined in Miss. Code Ann. §37-28-35 must reflect that of students of all ages attending the school district in which the charter school is located. In order to be in compliance with this provision, a charter school's underserved population must reflect 80% or greater of the local school district's underserved population. Each charter school's underserved student requirement is reflected in Exhibit G of the charter contract.

Underserved students are defined as students participating in the federal free lunch program who qualify for at-risk funding under the Mississippi Adequate Education Program and students who are identified as having special education needs.

ENROLLMENT PERIOD

To initiate the enrollment period, the charter school should:

- Determine the spaces available in each grade based on the school's capacity;
- Set a deadline for accepting student applications.
- Publicize the application deadline in multiple venues with reasonable notice of at least one month before the deadline;
- Set a date for the lottery (if needed) with reasonable public notice given at least one week prior to the lottery; and
- Set a final date for students to accept enrollment and the actual date of enrollment.

Recommended Practice in Recruiting Students

To meet the requirement of "reasonable notice," a charter school might:

- Send notification to local non-profits advertising the school and its enrollment process;
- Post notices in various locations across the district;
- Hold well-publicized informational meetings for students and families to learn about the school and its enrollment process; and
- Run advertisements in the city's major commercial and community newspapers.

APPLICATION REQUIREMENTS

As stated above, charter schools may not discriminate in their enrollment practices. At the same time, charter schools have an interest in making sure that prospective students and families understand the mission and focus of the school and that they are interested in being part of that school community. To that end, charter schools may have application requirements, provided those requirements are not designed, intended, or used to discriminate unlawfully. Meetings with parents/guardians, for example, must be designed to inform them about the school rather than to discourage certain types of students from attending the school.

Acceptable Application Requirements

- Charter schools may require a written enrollment form that includes basic and general information about the prospective student (i.e. name, address, birth date, last grade completed, prior school attended).
- Charter schools may require proof of residency in the local school district where the charter school is located (such requirement may not be made of homeless students).
- Charter schools may require students to successfully complete the grade preceding the grade the student plans to enter.
- Charter schools may encourage (not require) parents/guardians to attend informational sessions.

Unacceptable Application Requirements

- Charter schools **may not** require a written application that is intended to assess the student's aptitude (i.e. essay responses, prior test scores, special education and English language learner identification).
- Charter schools **may not** make statements in meetings that are intended to or have the effect of discouraging parents/guardians of students with disabilities, or students with limited English proficiency, or any other protected group of students from submitting an application to the school.

Eligibility

In order to be eligible to enroll, a student must reside in the geographical boundaries of the school district in which the charter school is located.

Enrollment Preferences

Charter schools must give an enrollment preference to students enrolled in the charter school during the preceding school year and to siblings of students already enrolled in the charter school. An enrollment preference for returning students excludes those students from entering into a lottery.

A charter school may give an enrollment preference to children of the charter school's applicant team, governing board members and full-time employees, so long as those children constitute no more than ten (10) % of the charter school's total student population.

Any noncharter public school or part of a noncharter public school converting to a charter school shall adopt and maintain a policy giving an enrollment preference to students who reside within the former attendance area of that public school. If the charter school has excess capacity after enrolling students residing within the former attendance area of the school, students outside of the former attendance area of the school but within the geographical boundaries of the school district in which the charter school is located are eligible for enrollment.

CONDUCTING THE LOTTERY

New Start-Up Charter Schools

Charter schools must enroll all students who wish to attend the school unless the number of students exceeds the capacity of a program, class, grade level or building. If capacity is insufficient to enroll all students who wish to attend the school based on initial application to the school, the charter school must select students through a lottery.

At the conclusion of the application period, if the applications for students do not exceed the slots available, students applying during the application period shall be admitted. If the total number of eligible applicants exceeds the capacity of a program, class, grade level, or building, admission to the program, class, grade level, or school shall be based on an admissions lottery conducted from among the total number of eligible applicants.

Conversion Charter Schools

For a conversion charter school, at the conclusion of the application period, if the applications for students residing in the previous school's attendance area do not exceed the slots available, such students shall be given preference over all other applicants, e.g. they must be automatically admitted. If the charter school receives more applications from students residing in the previous school's attendance area than spaces available, the school must conduct a lottery to fill slots.

Start-Up Charter Schools and Conversion Schools

Following the admission of students entitled to a preference, if there are spaces available and the charter school's applications exceed the spaces available, the school must conduct a lottery to fill slots.

In the second year of operation and thereafter, all charter schools must modify their enrollment procedures in order to give preference to students previously enrolled in the school and their siblings.

Charter school lotteries are required by law to be equitable, randomized, transparent, and impartial so that students are accepted in a charter school without regard to disability, income level, race, religion, or national origin. Every time that an admissions lottery takes place, the process must be fair and all rules applied consistently.

Even after all spaces in the school are filled through a lottery, schools must continue to draw the names of all students who apply and place the names of students not selected for an available space on a waiting list in the order the names were drawn. Charter schools must keep and make public the waiting list and explicitly specify rules for their waiting lists clearly and in writing as part of their enrollment policies.

If the first enrollment process fails to fill all the available slots, and all names on the waiting list have been given an opportunity to enroll, a charter school may repeat the process of accepting applications for enrollment. This process should be well documented by specified dates and clear to all prospective families and students. As spaces become available during the school year, a school may repeat the application process to fill these openings, provided that all students on a current waiting list have first been selected.

Recommended Practice in Conducting Lottery During the First Year of Operation:

- Separate applications by grade level.
- For each grade level, draw names until all slots have been filled.
- If there are more names for a given grade than slots available, continue to pull names and add such names to the school's waitlist in order as pulled.

It is important to note that in subsequent years (Year 2 and thereafter), all charter schools must:

- Provide all previously enrolled students (e.g. students that attended the school during its first year of operation) the right to continue to attend the school, provided that the school serves the grade level in which the student should be enrolled.
- Give lottery preference to siblings of students already enrolled in the charter school.

ENROLLING STUDENTS

Once the lottery is complete, the school should send notification to each student that submitted an application the status of their application. Students that were chosen in the lottery should be given explicit instructions on how they accept admission to the school and pertinent information regarding the start of the school year.

Acceptance Requirements

Just like the application requirement, the admission acceptance requirement may not in any way discriminate against students and families.

Recommended Acceptance Requirements

The charter school should require a parent or guardian to accept admission to the charter school by notifying the school (providing multiple ways and ample time to do so) of his or her intent to attend.

The charter school must notify MCSAB of the school's anticipated student enrollment by established deadlines.

A school is only required to hold a slot for a child whose parent has not accepted admission for two weeks. Thus, if an admitted student does not attend school for two consecutive weeks, that slot may be released to given to a student on the waitlist.

In such cases, a charter school is required to:

- Notify the parent/guardian after five days of missing school to discuss their intent to send their child to the school.
- State that in order for the slot to be held, the student must attend school within the next five days.
- If the student does not attend within those five days, the school may release that particular slot and fill it with a child from the waitlist (if no waitlist exists, the school may receive applications for that slot.)

CHARTER SCHOOL CONTRACT: EXHIBIT G
Required Underserved Percentage

Local School District Information	
Local District Where Charter School Is Located	Jackson Public School District
Percent of Students Eligible for Free Lunch in Local District	100%
Percent of Students with Special Needs	10.1%

Charter School Requirements	
80% Requirement of Students Eligible for Free Lunch	80%
80% Requirement of Students Eligible For Special Needs	8.1%

CHARTER SCHOOL CONTRACT: EXHIBIT H
Charter School Fiscal Oversight Policy

I. GENERAL FISCAL PROCEDURES

- a.** At all times, the Charter Operator shall maintain appropriate governance and managerial procedures and financial controls which procedures and controls shall include but not be limited to:
 - (i) Generally accepted accounting practices and the capacity to implement them;
 - (ii) A checking account;
 - (iii) Adequate payroll procedures;
 - (iv) An organizational chart;
 - (v) Procedures for the creation and review of monthly and quarterly financial reports, which shall specifically identify the individual who will be responsible for preparing such financial reports in the following fiscal year;
 - (vi) Internal control procedures for cash receipts, cash disbursements and purchases; and
 - (vii) Maintenance of asset registers and financial procedures for grants in accordance with applicable state and federal law.

- b.** The Charter Operator shall allow MCSAB full access to its financial and educational records, reports, files and documents of any kind.
- c.** The Charter Operator agrees to timely supply all reports, test results and other information, which are required under the Mississippi Charter School Performance Framework, its Charter Contract, Mississippi state law, and federal regulations.
- d.** All transactions or requests submitted by the Charter Operator to MCSAB and MDE must be signed by the duly authorized representative of the charter operator.

II. FINANCIAL REPORTING

Each charter school shall submit quarterly reports to MCSAB listing year-to-date revenues and expenditures through that quarter and budgeted revenues and expenditures for the fiscal year using forms provided by MCSAB and on dates specified by MCSAB.

Due Date	Financial Report
July 31 st	Annual Financial Packet Includes actual data for the prior fiscal year ending June 30 along with budgeted data for the current fiscal year starting July 1 st Includes additional requirements identified in Mississippi Charter School Performance Framework
October 31 st	First Quarter Financial Packet Includes budgeted data for the fiscal year along with the YTD actual data

	through September 30 th Includes additional requirements identified in Mississippi Charter School Performance Framework
January 31 st	Second Quarter Financial Packet Includes budgeted data for the fiscal year along with the YTD actual data through December 31 st Includes additional requirements identified in Mississippi Charter School Performance Framework
April 30 th	Third Quarter Financial Packet Includes budgeted data for the fiscal year along with the YTD actual data through March 31 Includes additional requirements identified in Mississippi Charter School Performance Framework

Quarterly reports will include a statement from the Charter Operator’s lead executive and board president certifying the accuracy of the reports and the adherence to the Operator’s Internal Control procedures.

III. INTERNAL CONTROLS

- a. Charter operator shall submit its Internal Control policy to MCSAB for review and approval prior to beginning operations. MCSAB shall verify that the Internal Control policy for each Charter Operator contains the necessary procedures to ensure funds are safeguarded.
- b. All charter schools will be subject to selective, intermittent reviews of school financial records and internal control procedures.
- c. Quarterly and annual financial reports will include certification that the Charter Operator’s Internal Control procedures are being followed.