

RENEWAL OF CHARTER AND CHARTER SCHOOL AGREEMENT
(EPIC ACADEMY CHARTER HIGH SCHOOL)

THIS RENEWAL OF CHARTER AND CHARTER SCHOOL AGREEMENT ("Agreement") dated July 1, 2015 (the "Effective Date") is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the "Board" or "CPS") and **EPIC Academy Inc.**, an Illinois not-for-profit corporation (the "Charter School"), an independent public school established under the Charter Schools Law, 105 ILCS 5/27A-1 *et seq.*, as amended (the "Charter Schools Law").

RECITALS

WHEREAS, the State of Illinois enacted the Charter Schools Law as Public Act 89-450, effective April 10, 1996, as amended; and

WHEREAS, the Charter Schools Law was enacted for the following purposes:

- (1) To improve pupil learning by creating schools with high, rigorous standards for pupil performance;
- (2) To increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for at-risk pupils;
- (3) To encourage the use of innovative teaching methods;
- (4) To allow for the development of innovative forms of measuring pupil learning and achievement;
- (5) To create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site;
- (6) To provide parents and pupils with expanded choices within the school system;
- (7) To encourage parental and community involvement with public schools;
- (8) To hold charter schools accountable for meeting rigorous school content standards and to provide those schools with the opportunity to improve accountability; and

WHEREAS, on October 19, 2010, the Charter School entered into a Charter School Agreement with the Board for a term commencing July 1, 2010 and ending June

30, 2015, which was approved and certified by the Illinois State Board of Education (the "State Board");

WHEREAS, on November 17, 2014, the Charter School submitted an application to the Board (the "Application") to renew its Charter School Agreement, portions of which Application are incorporated by reference as described in Exhibit A hereto; and

WHEREAS, the parties desire that the Charter School be authorized to continue to operate and conduct its affairs in accordance with the terms of this Agreement and the Charter Schools Law.

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:

1. Recitals Incorporated by Reference. The recitals to this Agreement are incorporated herein by reference and made a part hereof.

2. Grant of Charter. Subject to the final certification by the State Board, the Charter School is hereby authorized, and granted a renewal of a charter in accordance with the Charter Schools Law and the terms and conditions of this Agreement, to operate a charter school as described herein.

3. Term of Agreement. This Agreement shall commence on the Effective Date provided above, and shall expire at midnight, June 30, 2018, unless terminated or extended pursuant to the terms hereof.

4. Educational Program. The Charter School shall operate an educational program and instruction serving the educational needs of the students enrolled therein.

a. Name of School. The name of the school shall be known as the "Expeditionary Path to Innovative Change (EPIC) Academy Charter High School".

b. Mission Statement. The Charter School shall operate under the mission statement set forth in the Application, and such mission statement is hereby accepted to the extent that it is consistent with the declared purposes of the General Assembly as stated in the Charter Schools Law.

c. Age, Grade Range. The Charter School shall provide instruction to pupils in grades 9 through 12 as provided in the Application.

d. Maximum Enrollment, Attendance Boundary, Application Process.

i. Maximum Enrollment. The Charter School's enrollment shall be no more than 600 students during the term of this Agreement. The Charter School shall not permit dual enrollment of any student at both the Charter School and another public school or non-public school.

ii. Attendance Boundary. Enrollment in the Charter School shall be open to any pupil who resides within the City of Chicago, provided that the Board may designate attendance boundaries for no more than one-third of the charter schools permitted in the City of Chicago if the Board determines that attendance boundaries are needed to relieve overcrowding or to better serve low-income and at-risk students. In the event that the Board makes a determination that an attendance boundary needs to be created for the Charter School, the Board shall notify the Charter School at least sixty (60) calendar days prior to Board approval of the attendance boundary to give the Charter School an opportunity to provide comment. Establishment of an attendance boundary for the Charter School is within the sole discretion of the Board. Neither pupils who were enrolled in the Charter School the previous year nor siblings of pupils enrolled in the Charter School shall be displaced by the creation of an attendance boundary for the Charter School.

iii. Application Process. The Charter School shall not request information in the application process about an applicant's social security number, academic aptitude, special education needs or English language proficiency. Moreover, the Charter School shall also not request a school visit, open house attendance, an essay, parent-student behavioral contract, material review, or other such activities as part of the application process. The application must be available to all parents and student applicants without limitations, such as an open house or school visit requirement.

A. Lottery. Each year, if on the date of the Charter School's application deadline, there are more eligible applicants for enrollment in the Charter School than there are spaces available, successful applicants shall be selected by lottery which shall be open to all applicants and the public. The lottery must be administered in a way that all applicants have an equal chance at admission into the Charter School as set forth in paragraph 4.d.iii. hereinabove. However, priority shall be given to siblings of pupils enrolled in the Charter School and to pupils who were enrolled in the Charter School the previous academic year, unless expelled for cause. Priority may be given to pupils

residing within the Charter School's attendance boundary, if an attendance boundary has been designated by the Board.

1. Conduct/Manner of Lottery. The Charter School shall conduct and complete its lottery no earlier than February 1 of each year during the term of this Agreement. Prior to conducting its lottery and in no event later than January 1 of each year, the Charter School shall inform the Board's Office of Innovation and Incubation ("I&I") of that lottery date. The lottery shall be videotaped by the Charter School and the Board or its designee shall be allowed to be present or view the lottery in real time. The Charter School shall maintain a videotaped record of the lottery, including a time/date stamp. After the lottery by the Charter School, all student applicants who participated in the lottery must be notified about the lottery's outcome including the student applicants who were randomly selected for admission to the Charter School. Using the lottery process required herein, the Charter School shall establish a waiting list of student applicants who shall be offered the opportunity to enroll at the Charter School if additional space later becomes available.

2. Lottery Verification to the Board. One (1) month after each lottery but no later than July 1 of each year, the Charter School shall submit to I&I copies of the videotape and all records relating to the lottery including, without limitation, a copy of the lottery results, a written summary of its lottery process and the manner in which its lottery process complies with Article 27A of the Illinois School Code. The Charter School shall submit to I&I the names of student applicants who participated in the lottery and a copy of the current waitlist of student applicants on a quarterly basis. The waitlist must be submitted to I&I at the same time as the Charter School's quarterly financial statements/reports are submitted to the Board in accordance with paragraph 6.b. hereinbelow. The Board reserves the right to request additional information regarding the lottery process from the Charter School. In the event that the Chief Executive Officer of the Board ("CEO") or her designee makes a determination that the Charter School's lottery is in violation of Section 27A-4(h) of the Charter Schools Law, the Board may administer the Charter School's lottery directly.

B. No Conditions for Enrollment. In accordance with Section 27(A)-4(h) of the Charter Schools Law, the Charter School may not create an admissions process subsequent to its lottery that may operate as a barrier to registration or enrollment at the Charter School. The Charter School may request additional intake activities from the parent or student applicant including, without limitation, student essays, student-parent compacts, or open houses; however, in no event shall participation in such activities be a condition of enrollment in the Charter School.

e. Student Transfers. Any student transfer out of the Charter School shall be documented by a transfer form signed by the student's parent/guardian or the student if 18 years of age or older which affirmatively states that the student's transfer is voluntary.

f. Goals, Objectives, Pupil Performance Standards. The Charter School shall pursue and make reasonable progress toward the achievement of the goals, objectives and pupil performance standards consistent with those in accordance with the accountability plan (the "Accountability Plan") described in paragraph 9 of this Agreement, provided that such goals, objectives and pupil performance standards shall at all times remain in compliance with Section 2-3.64 of the Illinois School Code, 105 ILCS 5/2-3.64.

g. Evaluation of Pupils. The Charter School's plan for evaluating pupil performance, the types of assessments to be used, the timeline for achievement of performance standards, and the procedure for taking corrective action in the event that pupil performance at the Charter School falls below those standards, shall be consistent with the Application and as further described in paragraph 9 hereof.

h. Curriculum. The curriculum established by the Charter School shall be consistent with the Application and as otherwise modified or supplemented herein. Any material changes to the curriculum subsequent to the date of this Agreement must be submitted to the Board prior to the academic year, and in no event later than July 1 of the subsequent year and shall be effective as of the first day of such new academic year. Such modified curriculum shall be incorporated herein by reference as if fully set forth herein.

i. Academic Year; School Days; Hours of Operation. Instruction shall commence in the 2015-2016 academic year and subsequent academic years on dates established by the Charter School, provided that for the first academic year

of the Charter School's existence, the beginning date of instruction shall be no earlier than August 15 and no later than September 15 of a calendar year. The days and hours of operation of the Charter School shall be as otherwise established by the Charter School in accordance with state law.

j. School Calendar. No later than April 1 prior to the commencement of each academic year during which this Agreement is in effect, the Charter School shall submit to the Board its school calendar for such academic year and the following summer session which shall list all student-attendance days for each grade level.

k. Discipline. The Charter School shall implement a system of uniform student discipline. The Charter School may develop and implement its own system of student discipline in accordance with paragraph 4.k.i. or may elect to adopt the Chicago Public Schools Student Code of Conduct (the "CPS Conduct Code") effective at the beginning of any academic year in accordance with paragraph 4.k.ii.

i. In the event that the Charter School elects to develop its own system of student discipline, the Charter School shall submit a proposed disciplinary code, including procedures for suspension and expulsion, to the Board for review no later than April 1, 2016, or April 1 of any subsequent year. The Charter School shall adopt such disciplinary code no later than the first day of the subsequent academic year, including any reasonable modifications requested by the Board, and shall carry out all disciplinary actions in accordance with such disciplinary code. The Charter School shall comply at all times with applicable Federal due process requirements in its disciplinary activities. Students may only be expelled from the Charter School by (1) a vote of the Charter School's governing board, or (2) a determination by a director of the Charter School's governing board or one of the Charter School's executive administrative officers who has been delegated such authority by the Charter School's governing board, provided that the Charter School establish a process whereby any such determination may be appealed and reviewed by another director of the Charter School's governing board or a different executive administrative officer. In the event that any student is expelled from the Charter School, the Charter School shall promptly notify the Board of such expulsion and shall provide to the Board, no later than five (5) days following the expulsion of such student, a summary statement of the grounds and evidence warranting expulsion, a record of the proceedings in which the expulsion decision was made, as well as the official transcript of the expelled student. The Board shall evaluate the student's expulsion records and determine appropriate placement on a

case-by-case basis.

ii. The Charter School may, at its option, elect to adopt the CPS Conduct Code effective at the beginning of any academic year, provided that the Charter School shall notify the Board of its election to do so no later than April 1, 2016 or April 1 of any subsequent year for which such election shall be effective. If the Charter School fails to submit a proposed disciplinary code in a timely manner or fails to adopt a disciplinary code in a timely manner, the CPS Conduct Code shall be deemed to apply.

I. Governance and Operation. The operation of the governing board of the Charter School shall be as set forth below:

i. The governing board of the Charter School shall consist of the number of directors required by applicable law and the bylaws of the Charter School.

ii. Membership and the composition of the governing board shall be subject to and in accordance with the bylaws of the Charter School.

iii. Governing board vacancies shall be filled by the Charter School's governing board.

iv. Directors of the governing board of the Charter School shall have duties and responsibilities consistent with the Illinois General Not-For-Profit Corporation Act of 1986, as amended, and as stated in the Application.

v. The governing board shall hold meetings at least four times a year.

For verification purposes, every six (6) months the Charter School shall submit to I&I the approved minutes of every governing board meeting held and any advertised copies of such meeting notices.

m. Student Transportation. The Charter School shall meet the transportation needs of its students including, the needs of its low-income and at-risk students, and homeless children and youth, in the manner set forth in its Application which transportation plan may include, but not be limited to, the following: coordinating with Chicago Public Schools to provide transportation for any students with disabilities who have Individualized Education Programs

("IEPs") in which transportation is required; participating in the state's Parent/Guardian State Pupil Transportation Reimbursement Program; providing Chicago Transit Authority reduced fare permits or cards to students based on income qualifications; assisting parents in the development of car pool plans; or working with students and their parents to highlight the best routes to and from school via public transportation, expressways and streets. Once the Charter School identifies any students eligible for transportation assistance in accordance with the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11431 *et seq.*, as amended), the Charter School shall coordinate with the Board's Students in Temporary Living Situations Department to obtain and distribute transportation fares to such students.

n. Bilingual Education. The Charter School shall provide bilingual education services to its students in accordance and compliance with all Federal and State laws and rules applicable to public schools that pertain to the instruction of English Language Learners ("ELLs") including, but not limited to, Article 14C of the Illinois School Code (105 ILCS 5/14C-1 *et seq.*, as amended) and any regulations promulgated thereunder. Furthermore, the Charter School must: (i) identify students who require bilingual education by administering the Chicago Public Schools' Home Language Survey Form or other suitable identification instrument to all incoming students; (ii) assess the English language proficiency of all students identified as coming from a non-English speaking background by administering the state-prescribed screening instrument or other suitable screening instrument; (iii) provide a bilingual education or English as a Second Language program for such students; and (iv) annually assess the English language proficiency of all identified ELLs by administering the state-mandated English language proficiency assessment.

5. Additional Covenants and Warranties of Charter School. The Charter School covenants and warrants as follows:

a. Compliance with Laws and Regulations. The Charter School shall operate at all times in accordance with the Charter Schools Law and all other applicable Federal and State laws from which the Charter School is not otherwise exempt and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender identity/expression, national origin, religion, ancestry, sexual orientation, marital status or need for special educational services. The Charter School shall also comply with the following, to the extent applicable to Charter Schools (as amended from time to time):

i. The No Child Left Behind Act of 2001, (PL 107-110, signed January 8, 2002), as may be amended from time to time;

- ii. Section 2-3.64 of the Illinois School Code (105 ILCS 5/2-3.64), regarding performance goals, standards and assessments;
- iii. Section 10-17a of the Illinois School Code (105 ILCS 5/10-17a) regarding school report cards;
- iv. Section 10-21.9 and 34-18.5 of the Illinois School Code (105 ILCS 5/10-21.9; 105 ILCS 5/34-18.5) regarding fingerprint-based criminal history records checks and checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database of applicants for employment;
- v. Section 24-24 and 34-84A of the Illinois School Code (105 ILCS 5/24-24; 105 ILCS 5/34-84A) regarding discipline of students;
- vi. The Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*);
- vii. Section 108.75 of the General Not For Profit Corporation Act of 1986 (805 ILCS 105/108.75) regarding indemnification of officers, directors, employees and agents;
- viii. The Abused and Neglected Child Reporting Act (325 ILCS 5/1 *et seq.*);
- ix. The Illinois School Student Records Act (105 ILCS 10/1 *et seq.*);
- x. The Freedom of Information Act (5 ILCS 140/1 *et seq.*);
- xi. The Open Meetings Act (5 ILCS 120/1.01 *et seq.*);
- xii. The Illinois Pension Code (40 ILCS 5/1-101 *et seq.*), subject to the limitations set forth in paragraph 6.j. below;
- xiii. The P-20 Longitudinal Education Data System Act;
- xiv. Section 27-23.7 of the Illinois School Code (105 ILCS 5/27-23.7) regarding bullying prevention;
- xv. Section 2-3.160 of the Illinois School Code (105 ILCS 5/2-3.160) regarding student discipline reporting;

xvi. All applicable health and safety regulations of the State of Illinois and the City of Chicago including, without limitation, those laws specifically identified by the State Board as being applicable to charter schools, with the list of such regulations to be provided to the Charter School by the Board from time to time; and

xvii. All Federal and State of Illinois orders and agreements, including desegregation orders, orders regarding special education, orders regarding bilingual education, compliance agreements or other agreements with the United States Department of Education or other Federal or State agencies, applicable to the Chicago Public Schools. Upon the request of the Charter School, the Board shall furnish copies of any such orders or agreements. In the event of any Federal or State governmental inquiries involving the Charter School with respect to such law, order or agreement, the Charter School shall fully cooperate with the Board in responding appropriately and coming to a final resolution. To the extent that the Charter School believes that it is exempt from compliance with any such law, order or agreement, the Charter School shall provide the Board's General Counsel with a copy of an exemption ruling or opinion rendered by the applicable Federal or State authority that has jurisdiction over such law or that issued the order or agreement. To the extent the Board is a party to a court action that is likely to result in a new order or agreement which will require compliance by the Charter School, the Board shall use reasonable efforts to notify the Charter School of such court action.

b. Compliance with Agreement. The Charter School shall operate at all times in accordance with the terms of this Agreement including the Accountability Plan attached hereto as Exhibit C and all other Exhibits attached hereto.

c. Maintenance of Corporate Status and Good Standing. The Charter School shall at all times maintain itself as an Illinois general not-for-profit corporation capable of exercising the functions of the Charter School under the laws of the State of Illinois, shall remain in good standing under the laws of the State of Illinois, and shall timely make all required filings with the office of the Illinois Secretary of State. Upon request, the Charter School shall provide the Board with certified copies of its Articles of Incorporation, a Certificate of Incorporation evidencing its incorporation as a nonprofit corporation, its Bylaws, and all amendments or modifications thereto. The Charter School is also recognized as an organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code, and upon request, the Charter School shall provide the Board with copies of all filings relating to the Charter

School maintaining 501(c)(3) exempt status.

d. Personnel. The relationship between the Charter School and its employees, and the manner in which terms and conditions of employment shall be addressed with affected employees and their recognized representatives, if any, shall be as set forth in the Application and this Agreement, provided that the Charter School shall comply with all Federal and Illinois employment laws and regulations made applicable to charter schools under the Charter Schools Law.

No later than September 1 (first semester) and February 1 (second semester) of each year during the term of this Agreement, the Charter School shall provide the Board with a current list of all of its employees, and shall cause each of its subcontractors to provide the Board with a current list of all of such subcontractor's employees who shall come into direct, regular contact with pupils at the Charter School. Such lists shall contain the names, job positions, Illinois employee identification numbers and/or last four digits of the social security numbers of all applicable employees. Such list shall also indicate: (i) for each employee, the results of the fingerprint-based criminal background investigation and checks of the Statewide Sex Offender Database and the Statewide Child Murderer and Violent Offender Against Youth Database required under Section 34-18.5 of the Illinois School Code and paragraph 5.e. of this Agreement; and (ii) for each individual employed in an instructional position, evidence of certification, or evidence that such individual is otherwise qualified to teach under Section 27A-10(c) of the Charter Schools Law, including information regarding the additional mentoring, training and staff development, if any, to be provided by the Charter School pursuant to paragraph 5.f. of this Agreement. For any person hired in an instructional position after February 1 of any academic year, the Charter School shall provide the Board with such evidence of certification or other qualification no later than five (5) business days prior to the individual's initial date of employment.

e. Criminal Background Checks. The Charter School represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check ("Records Check") conducted on any and all employees, agents and subcontractors who may have direct, regular contact with students under this Agreement in accordance with the Illinois School Code (105 ILCS §5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law*, created under Illinois Public Act 94-219, eff. August 2005; the *Child Murderer Violent Offender Against Youth Notification Law*, created under Public Act 94-945. Such complete Records Check consists of the following:

- i) fingerprint-based checks through the Illinois State Police (ISP) and the FBI,
- ii) check of the Illinois Sex Offender Registry (IL-SOR), and
- iii) check of the Violent Offender Against Youth Registry (see below).

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of 105 ILCS §5/34-18.5 or any offenses enumerated under the *Sex Offender and Child Murderer Community Notification Law*, or the *Sex Offender and Child Murderer Community Notification Law*, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

The Charter School understands and agrees that it shall not allow any of its employees, agents or subcontractors to have direct, regular contact with a student until a Records Check has been conducted for such person and the results of the Records Check satisfies the requirements of 105 ILCS §5/34-18.5 and the requirements of the Acts and Laws referenced above, as amended from time to time.

f. Instructional Providers. The Charter School shall employ or otherwise utilize in instructional positions and shall require that its subcontractors employ or otherwise utilize in instructional positions only those individuals who are certificated under Article 21 of the Illinois School Code, 105 ILCS 5/21-1 *et seq.*, or who are otherwise qualified to teach under Section 27A-10(c) of the Charter Schools Law. The Charter School shall satisfy the required percentage of certificated individuals employed in instructional positions for its Charter School in accordance with Section 27A-10(c), (c-5) and (c-10) of the Charter Schools Law, as may be amended from time to time. If the Charter School receives funds under Title I of the Elementary and Secondary Education Act, as amended ("Title I Funds"), all individuals in instructional positions must also meet the definition of "Highly Qualified" in accordance with the No Child Left Behind legislation. For purposes of this paragraph, "instructional positions" means all those positions involving duties and responsibilities which, if otherwise undertaken in the Chicago Public Schools, would require teacher certification. In the event that the Charter School employs or otherwise utilizes or any of its subcontractors employs or otherwise utilizes non-certificated personnel in instructional positions, the Charter School and/or its subcontractors shall provide such additional mentoring, training and staff development as the Charter School determines is necessary to ensure that such individuals perform their instructional duties satisfactorily.

g. Attendance Center; Change in Location; Temporary Change in Location for Emergency; Compliance with Disability Access Laws and Regulations; ADA Plan.

i. Attendance Center. The Charter School shall be located at 8255 South Houston Avenue, Chicago, Illinois (the "Attendance Center"). The Charter School shall take such actions as are necessary to otherwise enable the Board to ensure that the occupancy and zoning permits and health and safety approvals for such Attendance Center remain valid and in force during the term of this Agreement; provided, however, if such Attendance Center is located in a Board facility, the obligation on the part of the Charter School to ensure health and safety approvals shall be determined by the terms and conditions of the lease agreement between the Board and the Charter School.

ii. Change in Location. The Charter School may request to change the physical location of an existing Attendance Center, provided that the Charter School fulfills certain conditions of the Board and provides such information as requested by the Board with respect to such new physical location. The Charter School must notify the Board of the proposed change in location not less than one hundred and twenty (120) days prior to the proposed effective date of relocation. I&I shall notify the Charter School whether it will recommend the change in location to the Board.

Such a change in the physical location of an existing Attendance Center by the Charter School shall be deemed a material modification of this Agreement which requires the prior approval of the Board to be in full force and effect.

iii. Temporary Change in Location for Emergency. In the event that the change in location of an Attendance Center is due to an emergency where the Attendance Center has been made untenable by fire, flooding, tornado, earthquake or other casualty or where its occupancy permit has been revoked due to a reason outside of the Charter School's reasonable control, the one hundred and twenty (120) days' prior notice to the Board from the Charter School is not required. In such an emergency situation, the Charter School shall provide immediate written notice to the Board after the Charter School becomes aware of the need to change the location of its Attendance Center and the Charter School shall proceed as follows:

A. The Charter School shall promptly repair any damage to the Attendance Center caused by the emergency and to remedy any accessibility and building code compliance issues at its current temporary location until such time as the damaged Attendance Center is returned to the condition in which it was found prior to the emergency; provided, however, if such Attendance Center is located in a Board facility, the obligation on the part of the Charter School to make repairs shall be determined by the terms and conditions of the lease agreement between the Board and the Charter School. While in its temporary location, the Charter School must submit written status reports as often as requested by I&I regarding the renovation work performed on the damaged Attendance Center; or

B. If the Attendance Center has been condemned or has such extensive damage that the Charter School does not want to expend any funds to make the necessary repairs to the Attendance Center, the Charter School shall provide to I&I written notice of the change in its permanent location and the reasons for abandoning its original Attendance Center. The Charter School shall fulfill certain conditions of the Board and provide the information set forth in this paragraph 5.g. with respect to such new physical location. I&I shall notify the Charter School whether it will recommend such change in location to the Board.

iv. Compliance with Disability Access Laws and Regulations. The Board shall modify the Attendance Center to have basic accessibility features for persons with disabilities. The Charter School shall otherwise ensure that it complies with: (1) all applicable provisions of Federal, State and local disability access laws including, without limitation, the Americans with Disabilities Act ("ADA"), 42 U.S.C.A. §12101 *et seq.*, the Rehabilitation Act of 1973, 29 U.S.C.A. §701 *et seq.*, as amended, their implementing regulations, the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.*, and the accessibility portions of the Chicago Building Code; and (2) the ADA and Rehabilitation Act aspects of the Accountability Plan; provided, however, if such Attendance Center is located in a Board facility, the obligation on the part of the Charter School to cause compliance with the aforementioned laws and regulations shall be determined by the terms and conditions of the lease agreement between the Board and the Charter School.

v. ADA Plan. At the request of I&I, the Charter School shall submit a plan addressing its methods for complying with, other than the Board's facility modifications, all aspects of the Charter School's compliance with the ADA and Section 504 of the Rehabilitation Act of 1973, as amended, their implementing regulations, the Illinois Environmental Barriers Act, and the accessibility portions of the Chicago Building Code ("ADA Plan"). Any such ADA Plan shall be submitted to the Board for approval which shall not be unreasonably withheld. Any such ADA Plan submitted to I&I and approved by the Board shall be incorporated herein by reference and made a part of this Agreement. Failure to submit an ADA Plan to I&I by the Board-specified date shall be deemed a material breach of this Agreement, subject to paragraph 13 herein, and the Board shall consider such non-compliance a factor in determining whether to revoke or renew the Charter School's charter.

h. Homeless Children. The Charter School acknowledges and agrees that the Chicago Public Schools are committed to serving the needs of children who are homeless by addressing all barriers to the enrollment and participation of students in temporary living situations in the school environment, and by protecting their rights under Federal and State law. The Charter School agrees that one goal of this Agreement is to ensure that all homeless children who attend the Charter School receive the same services provided by the Chicago Public Schools to homeless children in its students in temporary living situations program and agrees that it will provide services to homeless children at the same level that CPS provides those services. The Charter School also must protect the rights of children under the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11431 *et seq.*, as amended) and the Illinois Education for Homeless Children Act (105 ILCS 45/1-1 *et seq.*, as amended) and all other laws that protect the rights of homeless children. The Charter School further acknowledges that the Board has certain obligations under the Settlement Agreement in *Salazar v. Edwards*, 92 CH 5703 (Circuit Court, Cook County). The Charter School shall ensure that no member of the Salazar class is deprived of his or her rights under the Settlement Agreement and the Charter School shall not interfere with the Board's performance of its obligations under the Settlement Agreement.

i. Conflicts of Interest. The Charter School shall certify that neither it, nor any of its board members, directors, officers, employees, agents or family members of any such persons, have a private interest, direct or indirect, or shall acquire any such interest directly or indirectly, which does or may conflict in any manner with the Charter School's performance and obligations under this Agreement. The Charter School must establish safeguards to prohibit such a conflict of interest or an appearance of a conflict of interest from occurring during the term of this Agreement. If applicable, the Charter School also shall

include conflicts of interest provisions in accordance with Section 27A-10.5 of the Charter Schools Law. By December 1, 2015, and thereafter no later than July 1 of each subsequent year, the Charter School shall submit to the Board a copy of its Conflict of Interest Policy (to the extent that it is not already a part of the Charter School's Ethics Policy as described in paragraph 5.j below) with a summary of any revisions from the previous year's version.

j. Ethics Policy. The Charter School shall adopt and maintain an Ethics Policy for its board members, directors, officers and employees to ensure that all such persons act in the highest standards of ethical conduct in order to directly benefit and serve the students at the Charter School. By December 1, 2015, and thereafter no later than July 1 of each subsequent year, the Charter School shall submit to the Board a copy of its Ethics Policy with a summary of any revisions from the previous year's version.

k. Debarment/Suspension; Bid-Rigging/Bid-Rotating. The Charter School certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from bidding for or participating in this transaction under 105 ILCS 5/10-20.21(b) or by any Federal or State department or agency. If it is later determined that the Charter School knowingly rendered a false certification, this Agreement may be voided, in whole or in part, in addition to other remedies available to the Board under this Agreement or by law. The Charter School further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If the Charter School or any lower tier participant is unable to certify to this statement, it must attach an explanation to this Agreement.

The Charter School further certifies that it is not barred from entering into this Agreement by Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (720 ILCS §5/33E-3, 33E-4). Sections 33E-3 and 33E-4 prohibit the award of a public contract to a person who has been convicted of bid-rigging or bid-rotating.

6. Financial Operations of Charter School.

a. Annual Audits. At fiscal year end, the Charter School shall prepare its annual financial statements in accordance with accounting principles generally accepted in the United States of America for not-for-profit organizations ("GAAP"). During the fiscal year, the Charter School shall operate in accordance with GAAP, the accrual basis of accounting, or any other basis of accounting, provided that the Charter School's accounting methods allow it to prepare reports required by the Board, the State Board, and any other grantors. The Charter School shall cause a Financial Statement Audit and Financial and

Administrative Procedures Controls Review (collectively, the "Financial Audit"), to be performed annually at its expense by an outside independent auditor that must be retained by the Charter School, and such auditor must be reasonably acceptable to the Board. The Financial Audit shall include, without limitation:

- i. An opinion on the financial statements (and Supplementary Schedule of Expenditures of Federal Awards, if applicable);
- ii. A report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with *Government Auditing Standards* and the Single Audit Act of 1984, as amended; and
- iii. A report on compliance with requirements of applicable laws and regulations, including the audit requirements contained in the Accountability Plan.

The Financial Audit shall be submitted to the Board by the Charter School no later than November 1 of each year during the term of this Agreement, beginning with November 1, 2015.

The Financial Audit shall be submitted to the State Board by the Charter School no later than December 1 of each year during the term of this Agreement, beginning with December 1, 2015.

In addition, a copy of the Form 990 that the Charter School filed that year with the U.S. Internal Revenue Service shall be submitted to the Board and the State Board no later than December 1 of each year during the term of this Agreement, beginning with December 1, 2015.

b. Financial Reports. The Charter School shall prepare or cause to be prepared quarterly financial statements and reports including budgets, in accordance with Board instructions, which shall be submitted to the Board no later than thirty (30) calendar days after the end of each quarter and no later than forty-five (45) calendar days after the end of each fiscal year. The Board reserves the right to request accounts payable aging reports and cash forecast reports from the Charter School within ten (10) business days of the Board's request. Also the Charter School shall prepare and provide to the Board an annual budget for each fiscal year in a Board-specified format by no later than July 1 of such fiscal year unless a later date is agreed to in writing by the Board. The fiscal year for the Charter School shall begin on July 1 of each year and end on June 30 of the subsequent year.

c. Distribution of Funds. The Board shall distribute the Charter School Funds, as determined in paragraph 6.d., in four quarterly installments distributed on or about July 22, October 15, January 15 and April 15 of each fiscal year, or the first business day following each such day if any such day falls on a Saturday, a Sunday, or a holiday. All funds distributed to the Charter School from the Board shall be used for educational purposes only. The use of such funds for any other purpose is strictly prohibited.

d. Funding Procedure. The Board shall calculate the per capita tuition payment for each pupil enrolled at the Charter School for each academic year based on per pupil rates (now known as the Student Based Budgeting ("SBB") rate, non-SBB rate and facility supplement (if applicable)) as set forth in the final Budget Book adopted by the Board each fiscal year and shall provide this amount, less the employer's proportionate pension contributions (normal cost), to the Charter School for each pupil enrolled at the Charter School as set forth below. The Charter School acknowledges and agrees that the funding amounts provided to the Charter School by the Board may be adjusted or varied from year to year depending upon the amount of appropriations authorized by the Illinois General Assembly and subsequent Board approval of the budget on an annual basis.

i. First Installment (July 22). The amount of the Board's first quarterly payment shall be based initially on a pre-enrollment projection for the number of students enrolled in the Charter School which shall be provided to the Board no later than December 15 of the prior academic year, multiplied by one-fourth the per capita tuition amount. In the event, both parties agree that there has been a material change or an error(s) in the Charter School's pre-enrollment projection, the Board reserves the right to request a revised projection. The Board shall determine if the revised projection or the original projection will be used for the first quarter payment. It is understood and agreed that the first installment for each academic year will be remitted only upon the Board receiving all required submissions and documentation on such dates as set forth in the compliance chart compiled by I&I.

ii. Second Installment (October 15). The amount of the Board's second quarterly payment shall be calculated such that the aggregate amount of the first and second quarterly installments is equal to the number of students enrolled at the Charter School on an enrollment date for the first semester ("First Semester Enrollment Date") as determined by the Board which shall be provided to the Charter School in writing no later than September 1 of each year, as verified by attendance records, multiplied by one-half the per capita tuition amount.

iii. Third Installment (January 15). The amount of the Board's third quarterly payment shall be based on the number of students enrolled at the Charter School on the same First Semester Enrollment Date as set forth in paragraph 6.d.ii above, as verified by attendance records, multiplied by one-fourth the per capita tuition amount.

The amount of the third quarterly payment shall be further adjusted based on the number of students who were expelled from the Charter School between the First Semester Enrollment Date set forth in paragraph 6.d.ii. above and a second date which shall be near the beginning of the second quarter of the CPS school year ("First Semester Adjustment Date") as determined by the Board, which shall be provided to the Charter School in writing no later than September 1 of each year. One-fourth of the per capita tuition amount shall be deducted from the third quarterly payment for each student who was expelled between the First Semester Enrollment Date and the First Semester Adjustment Date. If there is a decrease in the Charter School's total enrollment solely due to students who transferred out of the Charter School for reasons other than expulsion ("Transfers Out"), no further deduction shall be made from the third quarterly payment. However, if students have transferred in to the Charter School ("Transfers In") but the Charter School's total enrollment has decreased by a smaller number than the number of expelled students during the same period, then the deduction amount shall be only one-fourth of the per capita tuition amount multiplied by the net enrollment decrease. On the other hand, if there have been Transfers In and the Charter School's total enrollment has increased between the First Semester Enrollment Date and the First Semester Adjustment Date, the Charter School shall receive additional funds equal to one-fourth of the per capita tuition amount multiplied by the net enrollment increase.

Using the Board's School Funding Formulas as set forth in its final Budget Book, for the third quarterly payment adjustments, the Board shall count the Charter School's students with disabilities the same as its general education students.

iv. Fourth Installment (April 15). The amount of the Board's fourth quarterly payment shall be calculated such that the aggregate amount of the third and fourth installments is equal to the number of students enrolled at the Charter School on an enrollment date for the second semester ("Second Semester Enrollment Date") as determined by the Board which shall be provided to the Charter School in writing no later than September 1 of each year, as verified by attendance records,

multiplied by one-half the per capita tuition amount.

The amount of the fourth quarterly payment shall be further adjusted based on the number of students who were expelled from the Charter School between the Second Semester Enrollment Date set forth in paragraph 6.d.iv. above and a second date which shall be near the beginning of the fourth quarter of the CPS school year ("Second Semester Adjustment Date") as determined by the Board, which shall be provided to the Charter School in writing no later than September 1 of each year. One-fourth of the per capita tuition amount shall be deducted from the fourth quarterly payment for each student who was expelled between the Second Semester Enrollment Date and the Second Semester Adjustment Date. If there is a decrease in the Charter School's total enrollment solely due to Transfers Out, no further deduction shall be made from the fourth quarterly payment. However, if there have been Transfers In but the Charter School's total enrollment has decreased by a smaller number than the number of expelled students during the same period, then the deduction amount shall be only one-fourth of the per capita tuition amount multiplied by the net enrollment decrease. On the other hand, if there have been Transfers In and the Charter School's total enrollment has increased between the Second Semester Enrollment Date and the Second Semester Adjustment Date, the Charter School shall receive additional funds equal to one-fourth of the per capita tuition amount multiplied by the net enrollment increase.

Using the Board's School Funding Formulas as set forth in its final Budget Book, for the fourth quarterly payment adjustments, the Board shall count the Charter School's students with disabilities the same as its general education students.

v. Negative Value (if applicable). Any quarterly payments provided to the Charter School as calculated above that result in a negative amount shall be treated as a receivable to the Board and all subsequent payments shall be offset by the Board until the obligation to the Board is fulfilled by the Charter School.

e. School-Based Allocations for Supplemental General State Aid and Federal Title I Funds. The Charter School shall furnish the Board with eligibility data regarding Supplemental General State Aid ("SGSA") and Title I eligible students enrolled in the Charter School by a date determined by the Board. SGSA revenues to which the Charter School is entitled shall be distributed to the Charter School quarterly on the dates set forth in paragraph 6.d. hereof on an estimated basis, provided that the Board may adjust any such payment to

account for prior deviations between the estimated SGSA funds paid and the amount of SGSA funds to which the Charter School was entitled during such payment period. Title I funding to the Charter School may also be adjusted by the Board to account for prior deviations between the estimated Title I Funds paid and the amount of Title I Funds to which the Charter School was entitled to during each fiscal year. Such amounts shall be in addition to the per pupil funding amounts set forth in the final Budget Book adopted by the Board each fiscal year. The Charter School shall keep financial records of such funds separate from its other revenues. During the first year of the Charter School's provision of educational services, any Title I or other Federal funding for which these students qualify shall be provided to the Charter School by the Board in accordance with the formulas set forth in the final Budget Book adopted by the Board each fiscal year.

Availability of SGSA and Title I Funds to a Charter School is conditional upon the amount of governmental funding available, and the Charter School's maintaining continuous reporting, inspections, and audits, the quality of which shall be satisfactory to the Board and other relevant regulatory organizations. The scope and frequency of program reporting shall be agreed upon by the Charter School and the Board prior to funding the relevant programs unless modifications are required by the governmental funding agencies.

f. Other Sources of Funds for Charter School. Paragraph 6.d. is not intended to increase or decrease the amount of per capita student tuition to which the Charter School is entitled under the Charter Schools Law. If the Charter School satisfies the funding criteria, and subject to funding availability, the Charter School may be eligible to receive additional funding from the Board by means of special education reimbursements or payments, per pupil allocations for ELLs and independent facility supplements. In addition, any Charter School receiving Federal or State grant funding must comply with all Federal or State regulations tied to such grant funds. The availability of Federal and State grant funds is dependent upon the Charter School's maintaining continuous reporting, inspections, and audits, the quality of which shall be satisfactory to the Board and other relevant regulatory organizations. The funding criteria and procedures related to the aforementioned categories shall be set forth in the final Budget Book adopted by the Board each fiscal year.

g. Refund of Unspent or Spent Funds. During the term of this Agreement, if the Charter School does not expend or obligate all Federal grant funds prior to the end of the respective grant period, the Board may recapture such unspent grant funds from the Charter School. In addition, if the Board determines that Federal or State grant funds provided to the Charter School were not used or expended for the specific purpose for which they were intended, the

Charter School shall promptly reimburse such grant funds to the Board within thirty (30) days of receipt of written notice from the Board.

h. Tuition and Fees. The Charter School shall not charge tuition to any student, unless such student would otherwise be liable for tuition costs under the Illinois School Code. The Charter School may charge reasonable fees, to the extent permitted by law, for textbooks, instructional materials, summer school programs, after school programs, and student activities.

i. Outside Funding. The Charter School may accept gifts, donations or grants pursuant to Section 27A-11(d) of the Charter Schools Law, provided that no such gifts, grants or donations may be accepted if contrary to applicable law or to the terms of this Agreement. In the event that the Charter School solicits funding from sources other than those set forth in this paragraph 6, it shall comply with all applicable State or Federal laws regarding the reporting of charitable solicitations.

j. Pension Payments. The Board shall make payments directly to the Chicago Teachers Pension Fund for the employer's pension liability on behalf of any education, administrative or other staff member employed at the Charter School (whether by the Charter School itself or one of its subcontractors) who is certified under the law governing certification of teachers. The Board shall have the right to charge the Charter School for the proportionate share of the annual estimated employer's normal pension cost, and to deduct that amount from the quarterly payments due to the Charter School. After each fiscal year, the Charter School shall provide a calculation (as defined by the Board) of its share of the employer's normal pension cost based on the total actual pensionable salaries for that year ("Final Employer's Pension Cost"). The Board shall review that calculation and shall reserve the right to obtain any and all records and additional documentation that support the Charter School's calculation. If the Charter School's Final Employer's Pension Cost exceeds or is less than the actual amount withheld by the Board, an adjustment (refund/withholding) shall be made by the Board in a future quarterly payment to the Charter School.

The Board shall not have any duty to make the employee's or other staff member's contributions. Notwithstanding the foregoing, the Charter School acknowledges and agrees that the Board retains the right to collect delinquent employee contributions from the Charter School in accordance with Section 17-132 of the Illinois Pension Code (40 ILCS 5/17-132) and may deduct such delinquent contributions from any quarterly payments due the Charter School. Pursuant to Section 17-132(a) and (b) of the Illinois Pension Code, employee contributions are deemed delinquent if the Chicago Teachers Pension Fund does not receive the employee contributions by the 30th calendar day after each

predesignated payday.

In the event that the Board elects to deduct delinquent employee contributions from quarterly payments due the Charter School, the Board shall provide the Charter School with fifteen (15) calendar days' prior written notice setting forth in detail the grounds for such action and the amount delinquent. If the Charter School fails to cure such delinquency to the Board's satisfaction within said 15-day cure period, the Board shall be deemed to have a sufficient basis to withhold such funds from any quarterly payments otherwise due the Charter School and to remit such funds to the Chicago Teachers Pension Fund.

The parties hereby acknowledge and agree that the Charter School shall comply with those provisions of the Illinois Pension Code which specify applicability to, or compliance by, charter schools and it is not the intent of the parties to have the Charter School comply with any other portions of the Illinois Pension Code.

k. Management and Financial Controls. At all times, the Charter School shall maintain appropriate governance and managerial procedures and financial controls which procedures and controls shall include, but not be limited to: (1) accounting methods as specified in paragraph 6.a.; (2) a checking account; (3) adequate payroll procedures; (4) bylaws; (5) an organizational chart; (6) procedures for the creation and review of monthly and quarterly financial reports, which procedures shall specifically identify the individual who will be responsible for preparing such financial reports in the following fiscal year; (7) internal control procedures for cash receipts, cash disbursements and purchases; and (8) maintenance of asset registers and financial procedures for grants in accordance with EDGAR or the State Board.

l. Attendance. The Charter School shall maintain accurate enrollment data and daily records of student attendance. The Charter School shall provide the Board with current enrollment and attendance data, including IEP and ELL data, via the Board's IMPACT System ("IMPACT System"), or such other system as may be subsequently implemented by the Board. Such enrollment and attendance data shall be maintained and updated on the IMPACT System on a daily basis by the Charter School (or on any other time-frame basis consistent with district-level reporting). The Board shall provide the Charter School with the necessary IMPACT System access, software and training to allow Charter School personnel to use the Board's IMPACT System and input enrollment/attendance data.

m. Deductions for Facility Expenses. If the Charter School is located in a Board facility, the Board may offer to provide the Charter School with

certain facility services including building maintenance, food services, technology services, utilities, and/or safety and security ("Facility Services"). A Charter School located in a Board facility and utilizing the Facility Services will have such charges deducted from the quarterly payments issued by the Board and such services and charges will be outlined in the lease agreement between the Board and the Charter School. Such charges may be adjusted annually or upon such other terms as set forth in the lease agreement.

n. Withholding of Funds. In the event that the Board deems that there has been a material violation of this Agreement by the Charter School, the Board may withhold any and all payments of funds to the Charter School, provided that the Board gives the Charter School prior written notice enumerating each violation and a reasonable period of time during which the Charter School shall have the opportunity to cure any such violation after the Charter School's receipt of such written notice. Upon the Charter School's cure of any such material violation, the Board shall immediately release any and all payments of funds due the Charter School.

o. Right to Offset. In the event that there are (i) costs and expenses from conducting the Charter School's Records Check by the Board or (ii) overpayments of special education or Federal or State categorical funds to the Charter School under this Agreement that have not been paid to the Board when due, the Board shall have the right, upon the Charter School's failure to cure after written notice to the Charter School, to fully offset against any such costs and expenses or overpayments owed to the Board pursuant to this Agreement. Any such offset shall be made against any future quarterly payments due the Charter School. As a part of its written notification, the Board shall provide details regarding the amount of the offset, the reason for the offset, and the timing of the offset on the part of the Board.

p. Public Funds Used for Advertising. In accordance with Section 27A-4(l) of the Charter Schools Law, any advertisement created after January 1, 2015, including a radio, television, print, Internet, social media, or billboard advertisement, purchased by the Charter School with public funds must include a disclaimer stating that the advertisement was paid for using public funds. However, this disclaimer requirement shall not apply to materials created by the Charter School including, but not limited to, a school website, informational pamphlets or leaflets, or clothing with affixed school logos.

7. Purchase Agreement. The Board and the Charter School may enter into a purchase agreement or agreements providing for the purchase by the Charter School from the Board of certain goods, services and/or materials in connection with the operation of the Charter School.

8. Insurance. The Charter School shall, at its own expense, purchase and maintain insurance covering all of its operations, whether performed by Charter School or by subcontractors. Such insurance shall include the types of insurance set forth in Exhibit B hereto, subject to the conditions and in no less than the respective limits set forth therein. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A. M. Best or a comparable rating service. No later than fifteen (15) days following the execution of this Agreement, and each July 1 thereafter, the Charter School shall provide the Board with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts as set forth in Exhibit B.

9. Academic Accountability and Evaluations.

a. Accountability Plan. The Charter School shall be held accountable by the Board in accordance with the Accountability Plan contained in Exhibit C. If there are any material changes regarding testing requirements or other accountability standards which are due to the enactment of State or Federal Law, or which are dictated by circumstances outside of the Board's control, the parties agree that the Accountability Plan attached hereto as Exhibit C shall be subject to revision and modification by the Board effective on July 1 of each year of the Agreement upon written notice from the Board no later than June 30 of each year; provided, however, if the changes to the Accountability Plan are based on the Board's directive, then written notice from the Board shall be given no later than May 1 of each year. Notwithstanding the foregoing, the Board shall make a reasonable good faith effort to engage the Charter School in discussions regarding the proposed changes to the Accountability Plan in advance of the May 1 date. Any subsequently revised Accountability Plans approved by the Board shall be incorporated herein by reference and made a part of this Agreement as if fully set forth herein. However, in the event the Charter School determines that it does not want to be evaluated and measured against any such revised Accountability Plan, the Charter School shall have the right to terminate this Agreement upon prior written notice to the Board and such termination shall be effective as of the end of the current academic year.

b. Standardized Tests. The Charter School shall administer such standardized tests of academic proficiency as are provided for in the Accountability Plan, and shall participate in State assessments required by Section 2-3.64 of the Illinois School Code. In accordance with Section 27A-6(b) of the Charter Schools Law, the Charter School shall administer any other nationally recognized standardized tests to its students that the Board administers to the district's students and the results on such tests shall be included in the Board's assessment reports. The Charter School is responsible for ensuring that the data elements (i.e., student names, demographic information,

etc.) required to administer the State and CPS assessments are correctly entered into the district's IMPACT System, or such other system as may be subsequently implemented by the Board.

c. Site Visits. In addition to the above procedures, the Charter School shall grant reasonable access to, and cooperate with, the Board, its officers, employees and other agents, including allowing site visits by the Board, its officers, employees and other agents, for the purpose of allowing the Board to fully evaluate the operations and performance of the Charter School pursuant to the Accountability Plan and the Charter Schools Law. Where possible, the Board shall provide the Charter School with at least 24 hours prior notice of such site visits.

10. Special Education and Supports.

a. The Charter School shall comply with all Federal and State laws and rules applicable to public schools that pertain to special education including, but not limited to, (i) the Individuals with Disabilities Education Act (20 U.S.C. §1401 *et seq.*, as amended) and any regulations promulgated thereunder; (ii) Article 14 of the Illinois School Code (105 ILCS 5/14-1.01 *et seq.*, as amended) and any regulations promulgated thereunder; and (iii) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 *et seq.*, as amended) and any regulations promulgated thereunder. The Charter School shall provide special education and related services to students with disabilities in accordance and compliance with (iv) the student's IEP; (v) the Board's procedural manual regarding educating students with disabilities in the Chicago Public Schools, as may be amended from time to time, which is incorporated herein by reference; (vi) any and all Federal court orders applicable to students with disabilities in the Chicago Public Schools; (vii) any and all guidance issued by the Board's Office of Diverse Learner Supports and Services and the Office of Student Health and Wellness (whether posted on the CPS web site or distributed at case manager meetings); and (viii) all applicable health and safety regulations of the State of Illinois and the City of Chicago including, without limitation, those laws specifically identified by the State Board as being applicable to charter schools as referenced in paragraph 5.a.xvi set forth above. In addition, the Charter School shall provide reasonable accommodations and related services to students with mental or physical impairments who qualify under Section 504 of the Rehabilitation Act of 1973 in accordance and compliance with the (ix) student's Section 504 Plan ("504 Plan"), and (x) the Board policies and procedures regarding students' 504 Plans.

b. Special Education Teachers & Paraprofessionals. The Charter School shall hire its own special education teachers and paraprofessionals to

provide special education services to the Charter School's students with disabilities. The Board shall reimburse the Charter School for the salary and benefits of certified special education teachers and paraprofessionals based on the Board's special education staffing formulas and the students' IEP. Such reimbursement rates for full-time equivalent certified special education teachers and paraprofessionals shall be as set forth in the final Budget Book adopted by the Board each fiscal year and shall be effective on the later of (i) the date of the Charter School's submission to the Board via its Position Analysis Request Form ("PARF") or (ii) the initial date of employment of the staff person.

c. Related Service Providers. The Board and the Charter School recognize their shared responsibilities with regard to complying with applicable laws and ensuring that students with disabilities enrolled at the Charter School receive appropriate IEP, special education and 504 Plan services. In this regard, the Board acknowledges its role as the local education agency for the Charter School and the Charter School acknowledges its obligations to ensure all students with disabilities are provided a free appropriate public education in the least restrictive environment, its obligations to fully cooperate with the Board, and its obligations to hire and manage related service providers to provide special education and 504 Plan services to the Charter School's students with disabilities. The Board shall reimburse the Charter School for the salary and benefits of related service providers based on the Board's per CPS allocation percentage and the student's IEP or 504 Plan. Such reimbursement rates for full-time equivalent related service providers shall be as set forth in the final Budget Book adopted by the Board each fiscal year and shall be effective on the initial date of employment of the related service provider.

Nevertheless, if the Charter School ascertains that it will not be able to hire, or subcontract for, related service providers to provide special education or 504 services for a given academic year, the Charter School may apply for a waiver of that requirement at such time. The CEO or her designee shall review the Charter School's waiver application and make a determination whether to approve or reject the waiver request. If approved, the CEO or her designee, as a last resort, shall assign the necessary staff of related service providers to the Charter School. Failure to inform the Board of its inability to hire, or subcontract for, its related service providers shall be deemed a material breach of the Agreement by the Charter School, subject to paragraph 13 herein, and the Board shall consider such non-compliance a factor in determining whether to revoke or renew the Charter School's charter.

d. Staff Requirements. In accordance with the Board's budgetary process, the Charter School shall receive the projected staffing allocation for special education teachers, paraprofessionals and related service providers

required by State and Board guidelines, based on students enrolled at the Charter School and entered into and identified as needing services by such students' IEPs and/or 504 Plans and the Board's IMPACT System. During the academic year, the Board may issue adjustments to these staff requirements to accommodate changes in the enrollment, IEP and/or 504 Plan needs of the Charter School's students. All special education teachers, paraprofessionals and related service providers employed by, or subcontracting with, the Charter School shall have the requisite qualifications, Illinois certificates and/or licenses.

e. Case Manager. The Charter School shall appoint one of its special education personnel as a qualified case manager. The Board shall provide the Charter School with a stipend per semester for such qualified case manager. The stipend amount for a qualified case manager shall be as set forth in the final Budget Book adopted by the Board each fiscal year; however, such amount is subject to the terms of the agreement between the Board and the Chicago Teachers Union. A case manager shall be deemed qualified if he or she has a Professional Educator License (PEL) with one of the following endorsements: special education, school counselor, school social worker, school psychologist, school nurse or speech language pathologist (non-teaching). At least two (2) years' experience in the field of special education is recommended/preferred for such case manager. The case manager of the Charter School must attend all CPS case manager meetings, in particular for IEP training, on an annual basis. The Board shall notify the Charter School of the available dates, locations, times and topics for the CPS case manager meetings through several communication channels.

f. Additional Resources. Notwithstanding paragraph 6 of this Agreement, the Board shall provide necessary additional resources including assistive technologies (as required by a student's IEP and/or 504 Plan) for the education of students with disabilities enrolled in the Charter School in accordance with the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, and the IEPs and 504 Plans of such students. Such additional resources shall be sufficient to comply with all provisions of the Charter Schools Law, including Section 27A-11 thereof.

g. Subsequent Funding for Special Education and Supports. In the event that the Board adopts a new school funding methodology for special education and supports, the Board reserves the right to provide funds to the Charter School on a per-student basis for the salaries and benefits of full-time equivalent certified special education personnel referenced hereinabove and the provisioning of special education, IEP and/or 504 services for students with disabilities.

11. Comprehensive School Management Contracts. No entity or party other than the Charter School may provide comprehensive school management or operations except upon the prior approval of the Board and/or certification by the State Board. Furthermore, in the event the Charter School desires to enter into any contract for comprehensive school management or operations services to be performed in substantial part by an entity not a party to this Agreement, the provisions of Exhibit D attached hereto must be incorporated into any such contract.

12. Renewal of Charter; Failure to Renew. No later than January 1, 2018, and no earlier than July 1, 2017, but in no event later than the date set by I&I, the Charter School shall provide a written proposal to the Board in accordance with Section 27A-9 of the Charter Schools Law, setting forth proposed terms of renewal of this Agreement. Pursuant to Section 27A-9(b) of the Charter Schools Law, the renewal proposal of the Charter School shall contain the most recent audit report and financial statement of the Charter School. The written proposal may contain proposed changes to this Agreement that the Charter School desires to incorporate into the renewed agreement. The renewal proposal shall be evaluated by I&I in accordance with paragraph 4 of Exhibit C.

No later than June 30, 2018, I&I shall notify the Charter School of its recommendation regarding such renewal indicating whether, and upon what conditions, it is willing to recommend to the Board the renewal of the charter and the Agreement, including any modified terms proposed by I&I. If there is no agreement on the terms of renewal, then the parties shall fulfill their mutual obligations hereunder to the end of the term of this Agreement. The Board may refuse to renew the charter and the Agreement upon a finding that any cause for revocation exists under paragraph 13 hereof.

13. Revocation of Charter. The Board may revoke this Agreement and the charter of the Charter School, in accordance with Section 27A-9 of the Charter Schools Law, if the Board clearly demonstrates that the Charter School did any of the following, or otherwise failed to comply with the requirements of the Charter Schools Law:

- a. Committed a material violation of any of the conditions, standards, or procedures set forth in this Agreement including the Accountability Plan; or
- b. Failed to meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified in this Agreement or in the Accountability Plan; or
- c. Failed to meet generally accepted standards of fiscal management;
or
- d. Materially violated any provision of law from which the Charter

School was not exempted.

In case of revocation, the Board shall notify the Charter School in writing of the reason why the charter of the Charter School and the Agreement are subject to revocation. The Charter School shall submit a written plan to the Board to rectify the problem. The plan shall include a timeline for implementation, which shall not exceed two (2) years or the date of the charter's expiration, whichever is earlier. If the Board finds that the Charter School has failed to implement the plan of remediation and adhere to the timeline, then the Board shall revoke the charter of the Charter School and the Agreement. Except in situations of an emergency where the health, safety or education of the Charter School's students is at risk, the revocation shall take place at the end of the academic year. Nothing in this subparagraph shall be construed to prohibit an implementation timetable that is less than two (2) years in duration.

In addition, the charter of the Charter School and the Agreement may be revoked in the event that the parties agree to terminate this Agreement by mutual consent pursuant to paragraph 24 of this Agreement, or in accordance with any specific revocation indicators set forth in paragraph 4 of Exhibit C.

In the event that the Board proposes to revoke this Agreement and the charter of the Charter School, the Board shall provide the Charter School with (i) initial notice of its intention at least thirty (30) days prior to any final action and (ii) written notice setting forth in detail the grounds for such revocation at least 14 days prior to the date the Board takes final action on such revocation.

14. Indemnification.

a. To the fullest extent permitted by law, the Charter School shall indemnify, defend and hold harmless the Board, its members, officers, employees, agents, affiliates and representatives, past and present (collectively, the "Board Indemnitees"), from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, demands, suits, liabilities, injuries (personal or bodily), of every kind, nature and character arising or resulting from or occasioned by or in connection with (i) the possession, occupancy or use of the property of the Charter School by its faculty, students, patrons, employees, guests or agents, (ii) any negligent, willful or wrongful act or omission to act by the Charter School, its faculty, students, patrons, employees, guests or agents, (iii) a violation of any law, statute, code, ordinance or regulation by the Charter School, its faculty, students, patrons, employees, subcontractors, guests or agents, and/or (iv) any breach, default, violation or nonperformance by the Charter School of any term, covenant, condition, duty or obligation provided in this Agreement including, but not limited to, the Accountability Plan. In addition, to the extent that the

Charter School is subject to taxes under Section 4980H of the Internal Revenue Code (pertaining to the Patient Protection and Affordable Care Act), the Charter School shall be solely responsible for paying such taxes and in the event that the Board is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of the performance of the Charter School's faculty, employees or agents under this Agreement, the Charter School shall indemnify, defend and hold harmless the Board for any such liability. All of the foregoing shall be referred to collectively herein as the "Covered Losses". This indemnification shall not apply to the extent that any Covered Loss results from the negligence or wrongful act or omission of any Board Indemnitee or from any act or omission of the Charter School required by law or this Agreement.

b. To the fullest extent permitted by law, the Board shall indemnify, defend and hold harmless the Charter School, any successor entity thereto, and their respective members, officers, employees, agents, affiliates and representatives, past and present (collectively, the "Charter Indemnitees"), from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, demands, suits, liabilities, injuries (personal or bodily), of every kind, nature and character arising or resulting from or occasioned by or in connection with (i) a violation of any law, statute, code, ordinance or regulation by the Board, its members, officers, employees or agents and/or (ii) any breach, default, violation or nonperformance by the Board of any term, covenant, condition, duty or obligation provided in this Agreement or the Accountability Plan (collectively, the "Covered Losses"). This indemnification shall not apply to the extent that any Covered Loss results from the negligence or wrongful act or omission of any Charter Indemnitee or from any act or omission of the Board required by law or this Agreement.

c. This indemnification, defense and hold harmless obligation shall survive the termination of this Agreement. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

15. Disclaimer of Liability. The parties expressly acknowledge that the Charter School is not operating as the agent, or under the direction and control, of the Board except as required by law or this Agreement, and that the Board assumes no liability for any loss or injury resulting from: (1) the acts and omissions of the Charter School, its directors, trustees, agents, subcontractors or employees; (2) the use and occupancy of the building or buildings occupied by the Charter School, or any matter in connection with the condition of such building or buildings; or (3) any debt or contractual obligation incurred by the Charter School. The Charter School acknowledges that it is without authority to, and will not, extend the faith and credit of

the Board or the Chicago Public Schools to any third party.

16. Winding Down Procedures Upon Revocation, Non-Renewal or Termination by Mutual Consent. If the Board revokes this Agreement and the charter of the Charter School, or does not renew the Agreement and the charter of the Charter School, or the Agreement and the charter of the Charter School are otherwise terminated by the mutual consent of the parties, the Charter School shall follow the procedures set forth below:

a. The Charter School shall be responsible for winding down the operations of the Charter School by a date identified by the Board, including payment of any and all debts, loans, liabilities (contingent or otherwise) and obligations incurred at any time by the Charter School in connection with the operation of the Charter School. Under no circumstances, shall the Board or the Board's members, officers, employees or agents, or those acting on behalf of the Board's members, officers, employees and agents, be responsible for such obligations.

b. The Charter School shall cooperate with the Board and shall abide by the school closing procedures as required by the Board to effectuate the orderly closing of the Charter School including, but not limited to the following:

i. Unspent Public Funds. Upon the closing of the Charter School, the governing body of the Charter School or its designee shall refund to the Board all unspent public funds. In addition, any unspent public funds or other property or assets received by the Charter School directly from any Federal or State agency shall be refunded to or revert back to that Federal or State agency, respectively.

ii. Disposition of Property and Assets. Unless otherwise permitted by the Board, any property or assets of the Charter School purchased with public funds shall be returned to the Board, at no cost to the Board, subject to the Board's acceptance of the property or asset of the Charter School.

17. Governing Law. This Agreement shall be governed by, subject to and construed under the laws of the State of Illinois without regard to its conflicts of laws provisions.

18. Waiver. No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach.

19. Dispute Resolution. If a minor violation or dispute arises between the parties relating to the interpretation or performance of this Agreement, designated

representatives of each party who shall have the authority to resolve the dispute shall attempt in good faith to negotiate or mediate a resolution of the dispute. Notwithstanding anything to the contrary in this paragraph, both parties shall continue to perform their obligations under this Agreement in good faith during the resolution of such minor dispute, unless and until this Agreement is terminated in accordance with the provisions hereof.

20. Counterparts; Facsimile/Electronic Signatures. This Agreement may be signed in counterparts, which shall together constitute the original Agreement. Signatures received by facsimile or electronically scanned by either of the parties shall have the same effect as original signatures.

21. Terms and Conditions of Application. The parties hereto expressly agree that the Application sets forth the overall goals, standards and general operational policies of the Charter School. The Charter School acknowledges and agrees that its Application is an integral part of this Agreement, and the Board shall have the right to hold the Charter School responsible for all information, representations and statements contained in the Application. The parties understand, however, that the Application is not a complete statement of each detail of the Charter School's operation. To the extent that the Charter School desires to implement specific policies, procedures or other specific terms of operation that supplement or otherwise differ from those set forth in the Application, the Charter School shall be permitted to implement such policies, procedures, and specific terms of operation, provided that such policies, procedures and terms of operation are consistent with the goals, standards and general operational policies set forth in this Agreement and the Charter Schools Law.

22. Amendments. Any modification of or amendment to this Agreement shall not be effective unless such modification or amendment is in writing and signed by both parties hereto.

23. Assignment. This Agreement may not be assigned or delegated by the Charter School under any circumstances, it being expressly understood that the charter granted hereby runs solely and exclusively to the Charter School.

24. Termination. This Agreement may be terminated prior to its expiration by the mutual consent of the parties or revocation of the charter of the Charter School pursuant to paragraph 13 hereof. Termination of this Agreement for any reason shall serve to immediately revoke the charter granted hereby.

25. Notices. Any notice, demand or request from one party to any other party or parties hereunder shall be deemed to have been sufficiently given or served for all purposes if, and as of the date, it is delivered by hand, overnight courier, facsimile (with confirmation by mail or email thereof), or within three business days of being sent by

registered or certified mail, postage prepaid, to the parties at the following addresses:

If to the Charter School: EPIC Academy Inc.
8255 South Houston Avenue
Chicago, Illinois 60617
Attn: Joshua Milberg, Board President
Facsimile: (773) 535-7934

If to the Board: Chicago Board of Education
Office of Innovation and Incubation
42 West Madison Street, 3rd Floor
Chicago, Illinois 60602
Attn: Jack Elsey, Chief Innovation and Incubation Officer
Facsimile: (773) 553-3225

With a copy to: Chicago Board of Education
Law Department
One North Dearborn Street, Suite 900
Chicago, Illinois 60602
Attn: James L. Bebley, General Counsel
Facsimile: (773) 553-1701

26. Audit and Records Retention. The Charter School shall permit and cooperate in good faith in any audits by the Board or its agents for compliance by the Charter School with this Agreement. Failure of the Charter School to comply in full and cooperate with the requests of the Board or its agents shall give the Board the right to charge the Charter School for the cost of such audit.

The Charter School shall maintain all records showing the time expended and costs incurred in operating the Charter School. All records referenced above and all records required to be retained as part of operating the Charter School shall be retained for five (5) years after the revocation, termination or expiration of this Agreement and such records shall be subject to inspection and audit by the Board. If any audit, litigation or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until the proceeding is closed. As used in this clause "records" includes correspondence (including emails), receipts, vouchers, memoranda and other data, regardless of type and regardless of whether such items are in written form, electronic, digital, or in any other form. The Charter School shall include in all subcontractor agreements provisions requiring subcontractors to retain the above-described records and allow the Board, the Inspector General of the Board, and their duly authorized agents the same right to inspect and audit said records as set forth herein.

27. Survival/Severability. All express representations or indemnifications made or given in this Agreement shall survive the revocation, termination or expiration of this Agreement for any reason. In the event that any provision of this Agreement or the application thereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.

28. Superseder. This Agreement supersedes and replaces any and all prior agreements and understandings between the Board and the Charter School with respect to the subject matter hereof. To the extent that any conflict or incompatibility exists between the Application as incorporated herein and the other terms of this Agreement, such other terms of this Agreement shall control.

29. Delegation. The parties agree and acknowledge that the functions and powers of the Board may be exercised by the Chief Executive Officer of the Board, provided that any ultimate decision regarding renewal, non-renewal or revocation of this Agreement may be made only by the Chicago Board of Education.

30. Prior Actions. It is expressly agreed and understood that as a condition precedent to this Agreement becoming effective on the Effective Date hereof, the Charter School shall have taken, completed and satisfied on or before the date specified herein any action or obligation which is required to be completed before such Effective Date, and that failure to do so shall constitute grounds for the Board to declare this Agreement null and void.

31. Construction. This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Agreement.

32. Incorporation of Exhibits. All exhibits referenced herein are hereby incorporated into and made a part of this Agreement.

[Rest of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties have made and entered into this Agreement as of the Effective Date hereof.

**BOARD OF EDUCATION OF THE
CITY OF CHICAGO**

By: Frank M. Clark
Frank M. Clark, President

ATTEST:

By: Estela G. Beltran 8/31/15
Estela G. Beltran, Secretary

Dated: 8/28/15

Board Report: 15-0527-EX4-1

Approved as to legal form: X

James L. Bebley
James L. Bebley, General Counsel

Attachments:

Exhibit A - Application

Exhibit B - Insurance Requirements

Exhibit C - Accountability Plan

Exhibit D - Comprehensive Management Services Contract Requirements

EPIC ACADEMY INC.

By: [Signature]
Name: Paul Mulkey
Title: President

ATTEST:

By: _____
Name: _____
Title: _____

Dated: _____

EXHIBIT A

APPLICATION

The following documents are hereby incorporated by reference as if set forth fully herein and collectively constitute the Application:

1. Excerpts of the renewal Application of the Charter School dated November 17, 2014, as approved by the Board on May 27, 2015.

EXHIBIT B

INSURANCE REQUIREMENTS

See attached.

INSURANCE REQUIREMENTS

1. **Insurance:** The Charter School, at its own expense, shall procure and maintain insurance covering all operations under the Agreement, whether performed by the Charter School or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. The Charter School shall submit to the Board satisfactory evidence of insurance coverage prior to commencement of operations under the Agreement and upon request, shall promptly provide a certified copy of any applicable policy of insurance. Minimum insurance requirements include the coverage set forth below:
 - a. **Workers' Compensation and Employers' Liability Insurance:** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide services under the Agreement with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence.
 - b. **Commercial General Liability Insurance:** Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate, combined single limit for bodily injury, personal injury and property damage liability coverage shall include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following completion), independent contractors, separation of insureds, defense and contractual liability. Policy shall not exclude corporal punishment coverage. The Board shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from services.
 - c. **Automobile Liability Insurance:** Automobile Liability Insurance is required when any motor vehicle (whether owned, non-owned or hired) is used in connection with services to be performed, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. If a vehicle (whether owned, non-owned or hired) is used to transport students, with limits of not less than Ten Million and 00/100 Dollars (\$10,000,000) per occurrence for bodily injury and property damage unless a Board-approved bus vendor is used. The bus vendor's insurance certificate shall be endorsed to provide that the Board of Education of the City of Chicago, a body politic and corporate, and its

members, employees, officers, officials and agents, and the Charter School are named as additional insured on a primary basis without recourse or right of contribution from the Board.

- d. **Sexual Abuse & Molestation:** Sexual Abuse & Molestation Insurance with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per claim and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. If coverage is claims-made, the policy shall have a retroactive date effective upon the Effective Date of the Agreement and have extended reporting period of not less than two (2) years following completion of the Agreement. Any retroactive date or prior acts exclusion must predate both the Effective Date of this Agreement and any earlier commencement of services.
- e. **School Board Legal/Professional:** School Board Legal/Professional Liability Insurance covering the Charter School and its directors and officers from liability claims arising from wrongful acts, errors or omissions in regards to the conduct of their duties related to the operation and management of the school with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per claim. Coverage shall include Employment Practices Liability and Sexual Harassment.
- f. **Umbrella/Excess Liability Insurance:** Umbrella or Excess Liability Insurance with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) to provide additional limits for underlying general and automobile liability coverages.
- g. **Catastrophic Accident Insurance:** Catastrophic Accident Insurance covering the Charter School that enrolls grades 9 through 12 with aggregate benefit limits of \$3 million or 5 years, whichever occurs first, for eligible students in grades 9 through 12 who sustain an accidental injury while participating in school-sponsored or school-supervised interscholastic athletic events sanctioned by the Illinois High School Association (including direct and uninterrupted travel to and from the athletic event as well as during a temporary stay at the location of an athletic event held away from the student's school) that results in medical expenses in excess of \$50,000. These benefit limits are to be in excess of any and all other insurance, coverage or benefit, in whatever form or designation.
- h. **Property Insurance/Fire Legal Liability:**
 - i. If the Charter School occupies a non-Board facility to operate its

Attendance Center, the Charter School shall maintain Property Insurance (on a special form cause of loss or all-risk basis) and Fire Legal Liability for full Replacement Cost of property, including property for which the Charter School is contractually responsible, by lease or other agreement, from physical loss or damage. Such insurance shall cover boiler and machinery exposures and business interruption/extra expense losses.

- ii. If the Charter School occupies a Board facility to operate its Attendance Center, the Charter School shall maintain Property Insurance/Fire Legal Liability in accordance with the terms and conditions of the lease agreement between the Charter School and the Board.
- i. **Fidelity Bond.** Fidelity bond coverage in the amount of at least Two Hundred Thousand and 00/100 Dollars (\$200,000.00) with a responsible surety company with respect to all of Charter School's employees as may be necessary to protect against losses including, without limitation, those arising from theft, embezzlement, fraud, or misplacement of funds, money or documents. The bond shall name the Board of Education of the City of Chicago as a third party.
- j. **Cyber, Privacy & Network Security:** Cyber Liability, Privacy and Network Security coverage for damages arising from a failure of computer security, or wrongful release of private information including expenses for notification as required by local, Federal or State guidelines. Limit of liability must be at least One Million and 00/100 Dollars (\$1,000,000.00) per claim and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Any retroactive or prior acts exclusion must predate both the Effective Date of this Agreement and any earlier commencement of any services. If coverage is on a "claims made basis", a 2 to 5 year extended reporting provision must be included.
- k. **Construction:** The Charter School shall indemnify, defend and agree to save and hold Board harmless from and against all liability, injury, loss, claims, cost, damage and expense with respect to any injury to, or death of, any person, or damage to or loss or destruction of, any property occasioned by or growing out of any construction work on Board property. The Charter School shall not commence any such work until the Board has been provided with insurance certificates evidencing that the contractors and subcontractors performing such work have in full force and effect adequate insurance as required by

the Board's construction program at the time of the work. Required coverage may include, but is not limited to: workers' compensation, general liability, professional liability, automobile liability, environmental liability, excess liability, property and builders' risk insurance. The Charter School's contractors are subject to the same requirements as the Charter School in regards to additional insured, rating, notice, etc.

2. **Additional Insured.** The Charter School shall have its general liability insurance and automobile liability insurance policies endorsed to provide that the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees, officers, officials and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board.

3. **Insurance Certificate.** The Charter School, its insurance company, or its insurance company representative shall submit an insurance certificate to the Board evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Board will not pay the Charter School for any work if satisfactory proof of insurance is not provided prior to the commencement of services. The certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Board of Education of the City of Chicago
Office of Innovation and Incubation
42 West Madison Street, 3rd Floor
Chicago, Illinois 60602
ATTN: Jack Elsey, Chief Innovation and Incubation Officer

4. **General.** Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of the Charter School's obligation to obtain the required insurance. The receipt of any certificate does not constitute an agreement by the Board that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements in the Agreement.

The Charter School's failure to carry or document required insurance shall constitute a breach of the Charter School's Agreement with the Board. Non-fulfillment of the insurance conditions may constitute a violation of the Agreement, and the Board retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by the Charter School. Any insurance or self-insurance programs maintained by the Board do not contribute with insurance provided by the Charter School under the Agreement.

All subcontractors are subject to the same insurance requirements of the Charter School unless otherwise specified in this Agreement. The Charter School shall require any and all subcontractors under this Agreement to carry the insurance as required herein and to comply with the foregoing requirements; otherwise, the Charter School shall provide coverage for subcontractors. The Charter School will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by the Charter School in no way limit the Charter School's liabilities and responsibilities specified within the Agreement or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement, if any, or any limitation that might be placed on any indemnity in this Agreement given as a matter of law.

The Charter School agrees that insurers waive their rights of subrogation against the Board.

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EXHIBIT C

ACCOUNTABILITY PLAN

See attached.

CHARTER ACCOUNTABILITY PLAN - STARTING IN 2015-2016 SCHOOL YEAR

The Board and the Charter School have determined that it is in the best interests of the Board, the Charter School, students, parents and the public to articulate clear standards for the Charter School. The governing board of the Charter School shall be responsible for overseeing the academic performance of the Charter School and ensuring the academic success of the Charter School's students. Additionally, the governing board of the Charter School is responsible for ensuring that the Charter School's financial management and compliance meets the minimum acceptable standards, defined as Average performance in the below plan. The governing board of the Charter School shall be held accountable through an annual performance evaluation and the publishing of a public Performance Scorecard outlining the level of achievement of the Charter School with respect to those standards, based on data collected during the prior school year.

1. Accountability Components

The Board and the Charter School hereby agree that the Charter School shall be evaluated annually in accordance with the Agreement and this Accountability Plan including the district's School Quality Rating Policy ("SQRP") for both elementary and high schools adopted by the Board on November 19, 2014 (14-1119-PO1). Said policy, as may be amended from time to time, is hereby incorporated by reference into and made a part of this Agreement as if fully set forth herein.

2. Annual Performance Scorecard

Annually the Board shall publish a Performance Scorecard indicating the Charter School's performance overall and by each Attendance Center or campus if applicable, on each of the indicators in the following two categories: Pupil Performance and Financial Management and Compliance. The Board reserves the right to also publish any underlying documentation with respect to such Performance Scorecard including, but not limited to, the Financial Audit of the Charter School as referenced in paragraph 6.a. of the Agreement. A Performance Scorecard for the preceding school year will be issued each year as soon as the data and corresponding analysis is available.

Pursuant to the SQRP, the Board will assign Charter Schools an accountability designation for purposes of comparison to other CPS schools and public reporting. The level of the Charter School's achievement and progress will be determined by a set of indicators measuring, among other things, student academic performance and growth, attendance, progress toward graduation, post-graduation success, school culture and climate, and data quality.

The SQRP shall be used to determine if a school is meeting or making reasonable academic progress, as defined in the Illinois Charter Schools Law. This determination shall be used in decisions concerning the revocation or renewal of a school's charter or contract.

For the Financial Management and Compliance Indicators, the Charter School's performance on each indicator will be rated as follows:

- 4 – Above average performance
- 3 – Average performance
- 2 – Below average performance
- 1 – Poor performance

This Accountability Plan establishes the performance levels, listed below, which generate the ratings for each indicator. However, additional information or extenuating circumstances may lead the Board to rate an indicator higher or lower than when performance level criteria are strictly applied.

A. Pupil Performance

Standardized Tests

In the spring of each year, the Charter School shall participate fully in assessments required by the State of Illinois as well as any other assessments required by the district's performance policy during the administration period agreed upon by the Chicago Public Schools and the Charter School. Data from these assessments will be compiled and evaluated as described in the SQRP. If for any reason the Chicago Public Schools ceases to use any of the assessment systems described herein, the Board shall implement, for Charter School accountability purposes, the same alternate student assessment system and test measure criteria used for district's students.

Additional Student Performance Indicators and Data Required

Additional metrics may also be assessed per the SQRP, including the Charter School's attendance rate, freshman on track rate (for high schools), one-year dropout rate (for high schools), Advanced Placement ("AP") exam metrics (for high schools), International Baccalaureate ("IB") exam metrics (for high schools), early college credit (for high schools), career certifications (for high schools), graduation rate (for high schools), college enrollment and persistence (for high schools), and data quality. Additionally, all schools will be required to administer the My Voice, My School survey annually.

In general, schools will be required to submit all relevant data necessary to calculate the metrics outlined in the SQRP.

Annual Measurable Objectives

As required by the Federal No Child Left Behind Act ("NCLB"), as may be amended from time to time, Illinois has set annual measurable objectives. Charter Schools failing to meet annual measurable objectives may face sanctions under applicable State and Federal laws.

Comparison Metrics

The Charter School's academic performance shall be reviewed annually relative to the performance of other schools within CPS on metrics included in the SQRP and/or on assessments mandated and other metrics measured by the State of Illinois.

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B. Financial Management and Compliance

The following Financial Management and Compliance Categories will be included on and evaluated for each Performance Scorecard: Financial Condition and Budget, Financial Controls, Reporting, and Legal Compliance. The school will receive points for each indicator based on the rubric described below. Performance against each indicator will be reported on the Annual Performance Scorecard.

Financial Condition and Budget

This category measures the overall financial health of the school based on the change in net assets, liquidity, net asset ratio, cash-on-hand, loan delinquency, and the reasonableness of the budget. Points will be assigned for each indicator as follows:

Indicator	+4	+3	+2	+1
Change in Net Assets	Increase in net assets equal to or greater than budgeted surplus	Increase in net assets less than budgeted surplus or realizing a balanced budget	Decrease in net assets equal to or less than budgeted deficit	Unbudgeted decrease in net assets or decrease in net assets greater than budgeted deficit
Current Ratio	Current ratio is greater than or equal to 1.3	Current ratio is less than 1.3 but greater than or equal to 1.1	Current ratio is less than 1.1 but greater than or equal to 1.0	Current ratio is less than 1.0
Net Asset Ratio	Net assets are greater than or equal to 30% of total assets	Net assets are greater than or equal to 20% of total assets but less than 30%	Net assets are greater than or equal to 10% of total assets but less than 20%	Net assets are less than 10% of total assets
Cash-on-Hand	Cash/avg. monthly expenses greater than or equal to 3.0	Cash/avg. monthly expenses greater than or equal to 1.0 but less than 3.0	Cash/avg. monthly expenses greater than or equal to 0.75 but less than 1.0	Cash/avg. monthly expenses less than 0.75
Loan Delinquency	No late payments in last twelve months, or no outstanding debt	One late payment in last twelve months	Two or three late payments in last twelve months	More than three late payments in last twelve months

Indicator	+4	+3	+2	+1
Budget	Appears to be realistic budget w/ reasonable assumptions and revisions allowed through the end of October	Appears to be realistic budget w/ mostly reasonable assumptions and revisions allowed through the end of October	Appears to be realistic budget w/o assumptions and needs to be resubmitted	Appears to be unrealistic budget w/ unreasonable assumptions and needs to be resubmitted

The Board shall use the annual budget submitted pursuant to paragraph 6.b. of the Agreement and the annual Financial Audit, required under paragraph 6.a., along with any other relevant information as part of the Financial Condition and Budget Category.

Financial Controls

This category assesses the fiscal soundness of the financial system in place at each school, taking into consideration the auditor's independent review.

Indicator	+4	+3	+2	+1
Annual Audit	Unqualified opinion, no material weaknesses or significant deficiencies	Unqualified opinion; one significant deficiency noted, but school will address within 12 months	Unqualified opinion, with two noted significant deficiencies.	Unqualified opinion, with a noted material weakness or three or more significant deficiencies; or an audit with a qualified opinion

The following items, required by paragraph 6.a. of the Agreement, shall be evaluated and presented as part of the Financial Controls Category:

- i) the Charter School's audit report opinion on its financial statements; and
- ii) the Charter School's audit report on compliance and internal control over financial reporting based on an audit of the financial statements performed in accordance with Government Auditing Standards and the Single Audit Act of 1984, as amended.

Reporting

This category measures a school's timely submission of annual budgets, quarterly statements, audit reports, and other compliance documents required at the federal, state and local levels as outlined in the Office of Innovation and Incubation's compliance chart.

Indicator	+4	+3	+2	+1
Budget	Budget is submitted on a timely basis	Budget is submitted late one time but with prior notification to and acknowledgement by CPS	Budget is submitted with significant delay (45 days or more late) or submitted late without prior notification to and acknowledgement by CPS	Budget is submitted with significant delay (45 days or more late) for second year in a row, or not submitted at all
Quarterly Statements	Quarterly statements are submitted on a timely basis	Quarterly statements are submitted late one time	Quarterly statements are submitted late two times	Quarterly statements are submitted late three or more times, or not submitted at all
Audit	Audit is submitted on a timely basis	Audit is submitted with one delay but with prior notification to and acknowledgement by CPS	Audit is submitted with significant delay (45 days or more late) or submitted late without prior notification to and acknowledgement by CPS	Audit is submitted with significant delay (45 days or more late) for second year in a row, or not submitted at all
Fed/State/CPS Compliance Document Submissions	Timely submittal of all required documents	Late submittal of up to two required documents	Late submittal of three required documents	Late submittal of more than three required documents

Legal Compliance

This category measures legal compliance reflected and reported in the annual audit and detailed in any findings.

Indicator	+4	+3	+2	+1
Legal Compliance	Auditor report on compliance reflects no findings	Auditor report on compliance reflects one finding	Auditor report on compliance reflects two findings	Auditor report on compliance reflects three or more findings, and/or audit states that corrections have not been made for prior year finding(s)

The following items, required by paragraph 6.a.iii. of the Agreement shall be tested and reported upon annually by the Charter School's independent auditor and evaluated and presented as part of the Legal Compliance Indicator:

- i. Compliance with all Federal and State laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status or need for special educational services pursuant to 105 ILCS 5/27A-4(a);
- ii. Compliance with the Freedom of Information Act and Open Meetings Act pursuant to 105 ILCS 5/27A-5(c);
- iii. Compliance with all applicable health and safety requirements applicable to public schools under the laws of the State of Illinois pursuant to 105 ILCS 5/27A-5(d);
- iv. Compliance with all Federal and State laws and rules applicable to public schools that pertain to special education and the instruction of English language learners pursuant to 105 ILCS 5/27A-5(g);
- v. Compliance with all enumerated State laws and regulations applicable to Charter Schools in accordance with 105 ILCS 5/27A-5(g); and
- vi. Conformance with the following paragraphs of the Agreement:
 - a) Paragraph 4.d., an open enrollment process and lottery,
 - b) Paragraph 4.I., the school's governance structure,
 - c) Paragraph 5.c., maintenance of corporate status and good standing,
 - d) Paragraph 5.e., completion of criminal background checks,
 - e) Paragraph 5.g., the school's facility(ies)/ Attendance Center(s) and ADA compliance,

- f) Paragraph 6.j., compliance with applicable sections of the Illinois Pension Code,
- g) Paragraph 6.k., ongoing presence of management and financial controls,
- h) Paragraph 6.p., monitoring of public funds used for advertising, and
- i) Paragraph 8., maintenance of required insurance coverage.

In addition to the above items, the Board will also consider the Charter School's compliance with the Office of Innovation and Incubation's compliance chart and the teacher qualification requirements in accordance with both the Charter Schools Law (Section 27A-10) and the requirements for Highly Qualified teachers under the No Child Left Behind Act, as amended (if the Charter School receives Title I funding). Failure to comply with either the compliance chart or the teacher qualification requirements shall affect the rating on the Legal Compliance Indicator.

When determining how to classify a Financial Management and Compliance Indicator, the Board may consider information from various sources including, but not limited to, audits, site visits, and information provided by other CPS departments, parents, or employees. If the audit states that there were material weaknesses or significant deficiencies found, the Board may request from the Charter School the auditor's management letter and/or an opinion from a qualified, third-party professional regarding the importance of the finding. The Board shall also ask the Charter School to respond to the finding.

3. Charter School Participation in the Accountability Process

The Charter School shall take all necessary actions to collect and report the information required by this Accountability Plan for the Charter School overall and by each Attendance Center, if applicable, including, without limitation:

- A. Full participation in the administration of all required student assessments, as the case may be, including all procedures designed to safeguard the integrity of the assessments;
- B. Participation in site visits conducted by the Board to ascertain that sufficient, minimum educational, facility, and operational practices are in place;
- C. An annual financial and compliance audit, as required by law, including but not limited to, the Single Audit Act Amendments of 1996 (31 U.S.C. §7501-07, as amended), OMB Circular A-133, and the compliance requirements set forth in OMB Compliance Supplement, and by the Agreement;

- D. Provision of student, school, and employee information required by the Agreement and/or the Accountability Plan;
- E. Submission and implementation of ADA Plan(s) for the Attendance Center(s) required by the Agreement;
- F. Provision of information that is necessary to evaluate parent, student, employee, or public allegations or audit findings that, if true, would constitute a violation of the law or Agreement; and
- G. Provision of additional information or cooperation in other actions not listed in this section necessary to evaluate the Charter School's performance with respect to the Financial Management and Compliance Categories.

4. Annual Performance Evaluation, Revocation and Renewal

The Board shall conduct an annual performance evaluation in which it holds the Charter School accountable in these Categories (Pupil Performance and Financial Management and Compliance) through the Indicators contained in this Accountability Plan. The Board shall give fair consideration to all Indicators for the current year in comparison to the previous years of the Charter School's history when conducting the annual performance evaluation and when acting to renew, not renew, or revoke the Charter School's charter.

The Board may act to revoke or to not renew a charter, in whole or as to any Attendance Center or campus if applicable, during the term of the Agreement in accordance with paragraphs 12 and 13 of this Agreement.

In all circumstances, the Board shall follow the requirements of the Charter Schools Law and its Agreement, including all due process requirements, regarding the processes required for revocation, renewal, and non-renewal.

When a charter is up for renewal, the charter's academic performance on the SQRP will be categorized as Meeting Standards, Making Reasonable Progress, or Failing to Meet Standards or Make Reasonable Progress.

Similarly, the Financial Management and Compliance indicators will be analyzed to determine if violations of the Charter Schools Law have occurred. So, to further strengthen the Board's financial accountability process, the Board has established baseline financial standards for Charter Schools which have been detailed below.

There are three types of financial Tier Infractions: Tier 1, Tier 2 and Tier 3. Tier 1 is the least severe infraction and Tier 3 is financial infraction tiers are as follows:

Tier 1 (Concern): These infractions generally relate to incidents that are fairly straightforward for a Charter School to correct and they are:

- Annual Budget is submitted with significant delay (45 days) or submitted late for the second time
- Quarterly financial statements are submitted late two or more times
- Annual Audit is submitted with significant delay (45 days) or submitted late for the second time
- Late submittal of three or more required documents (for second consecutive year)
- Two or more loan payments beyond 30 days late in a fiscal year
- Realistic budget without assumptions and needs resubmission OR unrealistic budget with unreasonable assumptions and needs resubmission
- Change in Net Assets (from the Annual Audit Report): Decrease in net assets less than or equal to budgeted deficit for a second consecutive year (a score of 2) OR unbudgeted decrease in net assets or decrease in net assets greater than budget (a score of 1)
- Auditor report on compliance reflects repeat finding(s) from prior year (a score of 1)

Tier 2 (Warning): These infractions could represent a significant risk to the Charter School's fiscal viability and they are:

- Financial Internal Controls Audit: Unqualified audit opinion with two noted significant deficiencies (a score of 2)
- Cash-on-Hand Ratio (calculated from the annual audit report): Ratio less than 1.0 (less than 1 month of cash-on-hand)
- Net Asset Ratio (calculated from the annual audit report): Net assets less than 20% of total assets
- Current Ratio (calculated from the annual audit report): Ratio less than 1.1.

Tier 3 (Deficiency): This infraction could present a real and immediate risk to the financial stability of the Charter School and is related to:

- Unqualified audit opinion with a noted material weakness or three or more significant deficiencies (a score of 1), or a qualified audit opinion

If a Tier 1 infraction is not resolved in the following fiscal year, it will be elevated to a Tier 2 infraction. If a Tier 2 infraction is not resolved in the following fiscal year, it will be elevated to a Tier 3 infraction.

If the Charter School commits a Tier 1 financial infraction three times in a row, a Tier 2 financial infraction two times in a row, or one Tier 3 financial infraction in any year of this Agreement, the Charter School may automatically receive a shortened renewal term when the charter is up for renewal.

For any Tier infraction, an infraction letter will be sent from the Office of Innovation and Incubation to the Charter School's Board Chair and management. For a Tier 3 Infraction the Charter School must submit a Corrective Action Plan to the Office of Innovation and Incubation. The plan should outline how and when the charter school's board will resolve the infraction.

If infractions are severe enough or the charter school did not successfully complete the Corrective Action Plan to resolve an infraction(s), the charter school may be subject to revocation.

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EXHIBIT D

COMPREHENSIVE MANAGEMENT SERVICES CONTRACT REQUIREMENTS

In the event the Charter School intends to contract with a third party for comprehensive school management or operations services ("Service Provider"), all of the following requirements must be met by the Charter School:

1. Required Provisions of Bylaws. The bylaws of the Charter School shall provide that the Charter School may not enter into any contract for comprehensive school management or operations services ("Service Contract") without first submitting such Service Contract to the Board for review. The Charter School shall further incorporate within its bylaws, or duly establish pursuant to such bylaws, procedures for the termination of the Service Contract as provided herein.

2. Submission of Service Contract. The Service Contract shall be submitted to the Board no later than 30 days prior to its effective date. If the Board determines that the Service Contract does not comply with the provisions set forth in paragraph 3 of this Exhibit, or that the Charter School's entering into the Service Contract would otherwise be in violation of the conditions set forth in this Exhibit, the Charter School Agreement, or the Charter Schools Law, then the Board shall notify the Charter School within twenty (20) days, stating with particularity the grounds for its objections. In such event, the Charter School shall not enter into the Service Contract unless and until the deficiencies noted by the Board have been remedied to the Board's reasonable satisfaction.

3. Required Terms of Service Contract. The Service Contract shall include, without limitation, the following Required Terms:

i. The Service Contract shall be subject to, and shall incorporate by reference, the terms and conditions of the Charter School Agreement.

ii. The Service Contract shall clearly delineate the respective roles and responsibilities of the Service Provider and the Charter School in the management and operation of each school facility for which the Service Provider shall provide management or operations services. The Service Contract shall also include acceptable procedures by which the Service Provider may be held accountable to the Charter School.

iii. The Service Contract shall be terminable by the Charter School, in accordance with its bylaws or other established termination procedures, (a) upon default by the Service Provider including, without limitation, any act or omission of the Service Provider that causes a default under the Charter School Agreement

or that causes the Charter School to be in violation of the Charter Schools Law, or (b) for other good cause as agreed by the Charter School and the Service Provider.

iv. The Service Contract shall require that the Service Provider furnish the Charter School with all information deemed necessary by the Charter School or the Board for the proper completion of the budget, quarterly reports, other financial reports, or Financial Audits, required under paragraph 6 of the Charter School Agreement.

v. The Service Contract shall provide that all financial reports provided or prepared by the Service Provider shall be presented in GAAP/FASB approved nonprofit format.

vi. The Service Contract shall provide that all employees or contractors of the Service Provider who have direct, regular contact with students of the Charter School shall be subject to the fingerprint-based criminal background investigations and checks of the Statewide Sex Offender Database and the Statewide Child Murderer and Violent Offender Against Youth Database requirement contained in Section 34-18.5 of the Illinois School Code to the same extent as employees of the Charter School.

vii. The Service Contract shall contain provisions requiring compliance with all requirements, terms and conditions established by any Federal or State funding source.

4. Financial Reporting.

a. Budget. The budget prepared by the Charter School pursuant to paragraph 6 of the Charter School Agreement shall include, without limitation, the following itemized information:

i. All revenue anticipated to be received from the Board under the Charter School Agreement.

ii. All expenses and anticipated expenses associated with the operation and management of the Charter School.

iii. All expenses associated with the operation of the governing board of the Charter School including, without limitation, personnel, occupancy and travel expenses, if any, and that are not paid out of expenses received from or through the Board, such expenses shall not be required to be separately itemized hereunder.

iv. All contract payments, lease payments, management fees, administrative fees, licensing fees, expenses and other amounts paid to the Service Provider or otherwise paid for the contract services by the Charter School.

v. All loan repayments for any loans made to the Charter School by the Service Provider, including separate line items for interest, principal and premium, if any, on such loan repayments.

vi. All investments in the Charter School by the Service Provider, including the expected returns on equity for such investments.

b. Quarterly Financial Statements. In the event that quarterly financial statements are required to be furnished by the Charter School pursuant to paragraph 6 of the Charter School Agreement, such financial statements shall reflect the entire school's financial operations, including an itemized accounting of all amounts paid to the Service Provider or otherwise paid for the contract services, which amounts shall be itemized in a manner that clearly corresponds with those categories provided in the Charter School's annual budget or the Service Contract.

c. Annual Audit. The Financial Audits required under paragraph 6 of the Charter School Agreement shall include review of all fees and payments made by the Charter School to the Service Provider.

d. Reporting of Loans and Investments. All loans to, or investments in, the Charter School by the Service Provider must be evidenced by appropriate documentation, either in the Service Contract between the Charter School and the Service Provider, or through separate agreements. In the case of investments, such documentation shall explain how the investment shall be treated on the books of the Charter School and shall clearly state the Service Provider's expected return on equity.

Nothing in this paragraph 4 shall be construed to waive or otherwise limit the obligation of the Charter School to provide information otherwise required to be reported by the Charter School under the Charter Schools Law or the Charter School Agreement.