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December 7, 2017

Dr. John Bacon
Chief Executive Officer
eStem Public Charter Schools, Inc.
200 River Market Avenue, Suite 225
Little Rock, Arkansas 72201

Dear John:

Following our most recent meeting (November 17, 2017) to discuss the integration of eStem High School with the UA Little Rock campus, I have had time to reflect on the challenges this presents both now and in the future. Thanks to the diligent efforts of our respective administrators, who meet regularly to handle the day-to-day demands of this new partnership, I feel we are close to ironing out the issues of having 465 high school students on the campus. There have been parking, drop-off/collection, noise, food court and shared space challenges and while most are resolved it is clear that the infrastructure of the campus is insufficient to deal with the projected expansion of the eStem High School. In short, I believe we have reached our carrying capacity right now, or are very close to it.

What is clear, in hindsight, is that a feasibility study should have been conducted prior to the undertaking of such an ambitious integration of a high school with a university campus. Certainly, such a study would have revealed many of the obstacles we are now facing and will face in the future under the current MOU. I am most concerned about the future and how the growth goals of each of our institutions will impact the ability for either institution to successfully serve our students.

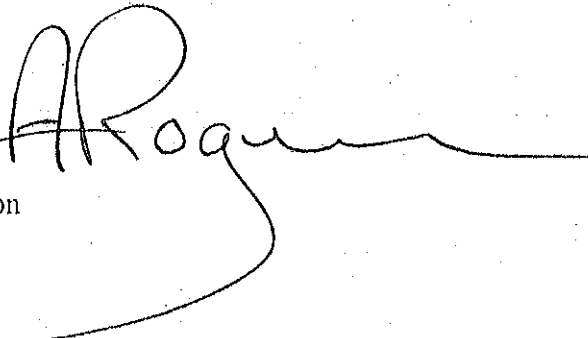
The current MOU provides for 475 students to attend high school on campus for next year, and given the adjustments that have been made this year, I believe we can support that enrollment and we are going to hold to that number for Fall 2018. Moving beyond 2018, I have serious concerns about the ability of the campus to support additional students to 600 by 2019 and a projected 1,000 by 2024. Let me be clear, this concern about the future is not just about whether there is current infrastructure on the campus to handle additional high school students; it is about campus climate and how the campus is perceived by future recruits. I was hired to move the campus to the next level and that means increasing our enrollment to 15,000 students, building

our research capacity, and creating the institutional environment that supports and sustains this higher education mission.

Since we cannot move forward with a contingent of high school students more than 475 under the current MOU, I propose we assemble a task force with members of our respective advisory committees, perhaps with additional community constituents, to begin meeting at the start of 2018 to find a way forward that is beneficial to both eStem and UA Little Rock. This group would be charged with recommending solutions to support our partnership.

Please let me know your thoughts on the assembly of a joint committee. I look forward to hearing from you soon.

Sincerely yours,

A handwritten signature in black ink, appearing to read "ARogerson", with a long horizontal flourish extending to the right. The signature is written over a large, irregular oval shape.

Andrew Rogerson
Chancellor

Memorandum of Understanding
University of Arkansas at Little Rock
and
eStem Public Charter Schools

Table of Contents

Conduct expectation for eStem Students.....	1
Dining.....	1
Concurrent and Dual Enrollment.....	2
Concurrent Enrollment.....	2
Dual Enrollment.....	2
Advising.....	3
Facilities.....	3
Renovation and New Construction.....	3
eStem Classrooms.....	4
Use of Other Services and Facilities by eStem Students.....	5
Services Provided by UALR.....	6
Facility Usage Advisory Committee.....	6
Orientation.....	6
Security.....	6
ID Cards.....	6
Mandatory Reporter Training for Minors on Campus.....	7
Security Plan.....	7
Students Leaving Campus.....	7
Parking.....	7
Student Reserved Parking.....	7
Employee Reserved Parking.....	7
Evening Parking.....	8
Visitor Parking.....	8
Appendix A.....	9

Note: Additional programmatic initiatives will be added to this MOU as they are implemented.

Conduct Expectations for eStem Students

All eStem students, regardless of their enrollment status in University of Arkansas at Little Rock (UALR) courses, must abide by both the UALR Student Code of Conduct and the eStem Code of Conduct at all times when on campus. The eStem student handbook should be updated to include a reference to the UALR handbook with a hyperlink.

Violations of either Code will be reported to the eStem Dean of Students, who will consult with the UALR Dean of Students as needed. Incident reports submitted to the UALR Dean of Students office will be cross-checked to determine if any eStem students are involved. If they are, the UALR Dean of Students office will contact the eStem Dean of Students.

If UALR Police are called to a situation involving an eStem student, the eStem Dean of Students will be contacted and will determine consequences for the involved eStem student. Serious infractions will be evaluated on a case-by-case basis to determine needed sanctions. Nothing in this paragraph should be interpreted to interfere with any Police Department's responsibility to proceed with an investigation or charges as required by law.

Any incidents on campus shall be reported by eStem to the UALR Police Department rather than to the Little Rock Police Department.

Dining

UALR acknowledges that eStem participates in the free and reduced meal program, and that prepared tray meals must meet federal nutritional guidelines. UALR, through the vendor holding the University's food service contract, will provide breakfast and lunch options for eStem students. Additionally, tray meals consistent with the rules and regulations of the federal free and reduced meal program will also be available.

eStem students will have two UALR options for breakfast and lunch:

- Prepared tray meals will be served in Room G of the Donaghey Student Center.
- All dining establishments on campus, excluding Trojan Grill, will be open to eStem students.

eStem students will be prohibited from leaving the UALR campus for any reason during the school day, including for lunch. If they choose not to eat food from UALR, they may bring lunch from home.

Students will be able to pay for meals with their Nutrikids card, credit or debit cards, or cash.

ID cards for eStem students must include the eStem bar code for the Nutrikids program. The card will be available for use at any dining facility on campus, excluding Trojan Grill. The ID card must accommodate students receiving free and reduced meals.

UALR administration will seek to participate in the U.S. Department of Education's expansion of Pell Grant funds to high school students taking college courses for credit.

The parties acknowledge that there may be differences between UALR's and eStem's hiring procedures and practices. eStem assumes responsibility for ensuring that the qualifications and background of individuals offering instruction to its students are in compliance with the regulations and laws governing high schools in Arkansas.

**eStem students will pay the flat rate as long as the course has met minimum capacity. If extra course sections are added for eStem students, then the course rate will be at standard tuition and fee rate.*

Advising

The UALR Office of Undergraduate Academic Advising (UAA) will advise eStem students in regard to courses that will apply to their intended college degree at UALR. The director of UAA will coordinate with the eStem concurrent and dual enrollment liaison to ensure that students enroll in the correct courses.

Facilities

Renovation and New Construction

Classrooms for use by eStem students will be located in Larson Hall (existing space plus additions to the building), and the third floor of Ross Hall.

The renovation and construction project has been divided into 3 phases to (1) allow the initial occupancy by August 2017, (2) expansion for the 2018-19 school year and then (3) expansion to meet the fully occupied school by 2026 to achieve a total of 45 classrooms on campus.

Phase 1:

A total of 15,547 square feet of the existing Larson Hall space will be renovated to support 13 classrooms. A new 32,453 square feet addition will be constructed to add 14 classrooms and space for administration, stairs, elevator and access to the Larson classrooms via a central corridor. The classrooms in the new addition will be completed by August 2017.

Phase 2:

Upon completion of Phase 1, eStem will finish out 11 classrooms in Ross Hall by the 2021-22 school year.

Phase 3:

While it is anticipated that the primary construction and renovation will occur in Phases 1 and 2, additional renovation in Ross Hall is contemplated. By the 2024-25 school year, one classroom will be added to Ross Hall. By the 2025-26 school year, three additional classrooms will be added to Ross Hall, with a total of 15 classrooms in Ross Hall, and 31 classrooms in Larson Hall. All classrooms will be at eStem's cost.

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eStem breakdown of classrooms by academic year:

UALR Building	eStem Grade	Year	Total Students	Total Classrooms
Larson	10-12	17-18	450	31
Larson	10-12	18-19	475	31
Larson	10-12	19-20	600	31
Larson	10-12	20-21	725	31
Larson	10-11	21-22	550	31
Ross	12	21-22	275	11
Larson	10-11	22-23	575	31
Ross	12	22-23	275	11
Larson	10-11	23-24	625	31
Ross	12	23-24	275	11
Larson	10-11	24-25	700	31
Ross	12	24-25	300	12

Larson	10-11	25-26	750	31
Ross	12	25-26	325	15
Larson	10-11	26-27	750	31
Ross	12	26-27	375	15

Some, but not all, UALR services and facilities will be available to eStem students.

Services and Facilities Available to eStem Students

- Parking
- Athletic events
 - UALR will seek to provide practice and game facilities for all eStem athletics. Some teams/events may not be able to be held on the UALR campus due to lack of facilities, space or NCAA compliance issues. Normal rental and usage fees for facilities will apply. eStem and UALR personnel will coordinate the scheduling and communications process as it pertains to athletic events.
- Fitness Center (with supervision from eStem personnel - no unaccompanied eStem students will be allowed)
- Bookstore
- Dining facilities
- Library

Services and Facilities NOT available to eStem Students

- Swimming pool
- Disability Resource Center
- Health Services
- Counseling Services
- Student Experience Center events designed for college students
- Academic Success Center
- Writing Center
- MAC lab
- Testing Services
- Communication Skills Center
- Student Support Services

Services Provided by UALR

The following services will be provided by UALR under acceptable financial arrangements to eStem. If eStem can secure any of these services at a rate less than that offered by UALR, eStem reserves that right. UALR will send a detailed invoice to eStem every month, and eStem will make a transfer of funds to UALR, for the following:

- Building Maintenance
- Recreational Facility use
- Custodial Services
- Electricity
- Elevator Maintenance
- Gas
- Heat/Air Maintenance
- Pest Control
- Postage
- Sewer
- Traffic Control
- Trash
- Utilities
- Water
- Fiber Optic Cabling (see Appendix A)

UALR will back charge for mail every month.

Facility Usage Advisory Committee

UALR and eStem administrators will create an advisory committee, as outlined in the license agreement, with an equal number of representatives from each institution, to facilitate coordination and collaboration of facilities usage.

Orientation

UALR and eStem will collaborate to develop an orientation to the UALR campus for eStem students, parents, and personnel.

UALR will develop and disseminate information to adequately inform the UALR community about the eStem/UALR collaboration. The information will:

- Outline implications for UALR staff and faculty
- Ensure UALR employees understand the terms of the collaboration
- Convey expectations regarding interactions between UALR employees and eStem students

Security

ID cards

UALR will make ID cards for all eStem students, and eStem students will use the ID cards to access the classroom buildings via an ID card reader. This process will provide secure entry for eStem students. Each eStem student will be required to visibly wear the student's ID card on a lanyard around the student's neck at all times when on campus.

Mandatory Reporter Training for Minors on Campus

All eStem and UALR employees must complete reporter training for minors on campus.

Security plan

eStem will hire security personnel to work for eStem and will work with the UALR Police Department to develop a training plan, protocols, and timeline so that security is in place when eStem opens.

eStem Students Leaving Campus

Students will not be permitted to leave campus at any time, including lunch, without being official checked out of school. Unauthorized departure from campus is a violation of the eStem Student Code of Conduct.

Parking

eStem students and employees who wish to park a vehicle on campus must first register the vehicle with the UALR Police Department.

All eStem students and employees will receive one parking permit at no charge. Additional permits are available for a one-time fee of \$20. A free, temporary permit is available for a second vehicle on a short-term basis (up to two weeks).

Once a permit is obtained and placed on a registered vehicle, parking is available in any of the "open parking" lots. This includes lots 12, 13W, 13E, 14, 16, and the parking lot on the east side of University Plaza. See UALR Campus map for details.

Parking is also available in the metered lots or UALR's parking deck. The fee for parking in the metered lots is \$1 per hour with a two-hour time limit, and the fee for the parking deck is \$1 per exit.

Student Reserved Parking

Students may apply for reserved parking in one of the gated parking lots on campus. Reserved parking fees are \$165 annually. Lot choices are lot 2 and the lower level of the parking deck. Reserved parking is available on a first come, first served basis.

Employee Reserved Parking

Employees may apply for reserved parking in one of the gated parking lots on campus. Reserved parking fees are \$165 annually. Lot choices are lots 3, 4, 5, 7, 8, 9, and the lower level of the parking deck. Reserved parking is available on a first come, first served basis.


UALR will provide access for 10 eStem employees to park in Lot 5 beginning in the Fall 2017 semester. The rate is \$165 annually and will be paid by eStem.

Evening Parking

Any eStem student or employee with a valid UALR parking permit can park in the gated reserved lots after 4 p.m. in non-numbered, non-handicapped spaces by swiping a UALR campus ID in the proper slot at the gate.


Visitor Parking

Visitors may park in any of the metered parking lots for a fee of \$1 per hour with a two-hour limit, or they may park in the parking deck for a fee of \$1 per exit. All special event parking must be arranged with the UALR Police Department one week in advance of the scheduled event. Please call 501.569.3408 for details.



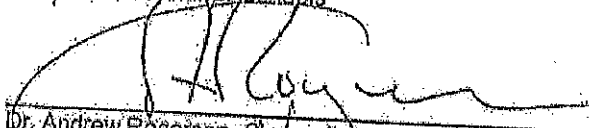
Dr. John Beebe, Chief Executive Officer
eStem Public Charter Schools

11/30/16
Date



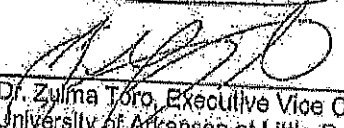
Mr. Mark Milhollen, Chief Financial Officer
eStem Public Charter Schools

11/30/16
Date




Dr. Andrew Rogerson, Chancellor
University of Arkansas at Little Rock

12/1/2016
Date



Dr. Zulma Toro, Executive Vice Chancellor and Provost
University of Arkansas at Little Rock

12/1/2016
Date



Mr. Steve McClellan
Vice Chancellor for Finance and Administration
University of Arkansas at Little Rock

12-09-2016
Date

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Appendix A
Fiber Optic Cabling Agreement

This agreement is made on November 30, 2016 by and between UALR Information Technology Services (IT Services) as the provider and eStem Public Charter Schools, Inc. (eStem) as the customer.

UALR IT Services and eStem desire to enter into an agreement to lease UALR owned fiber cable for the sole use of the customer.

Purpose

The purpose of the agreement is to provide a framework for the lease of dark fiber optic cabling to the customer for the customer's use.

- UALR will retain ownership of the fiber and will allow customer to use the cabling until this MOU is terminated.
- The customer agrees to pay \$1,200.00 per year for a single pair of fiber.
- Additional fiber will require an addendum to this agreement. There is no guarantee that additional fiber will be available.
- The entire annual amount will be paid to IT Services in a single funds transfer.
- The fiber will be leased to the customer in an "as-is" state. If the fiber does not meet the customer's needs then this Agreement may be terminated at any time in writing, and a pro-rated refund based on the fiscal year will be given.

Requirement of the Parties

IT Services will provide:

1. One pair of fiber optic cabling from Fibrough Hall to eStem High School (located in the current Larson Hall).
2. Access to the UALR data closet on a supervised basis if work needs to be done by the customer or if the customer's hardware resides in a UALR data closet. UALR assumes no liability for the customer's hardware that is co-located in a UALR data closet.
3. Should the fiber become damaged, UALR will do all reasonable work to restore service in a timely manner. Should serious damage occur to the fiber optic cable, the time to restore service will be measured in hours or days depending on the availability of third-party fiber repair services.

Customer will provide:

1. Any and all equipment used to light the fiber.
2. A customer contact phone number will be provided to IT Services for notification purposes.

3. In the event third-party fiber optic testing is required by the customer, the full cost of the testing will be paid by the customer.

Conditions:

- Violation of any of the requirements will cancel this Agreement in its entirety.
- The Agreement will renew each fiscal year when the annual fee is paid.
- Once the Agreement is executed by both parties, payment will be due at the beginning of each UALR fiscal year, July 1st. A pro-rated amount will be charged for the first year.
- This Agreement may be renegotiated at any time and both parties must agree in writing to any and all changes.
- No Service Level Agreement involving uptime or performance is provided with this agreement.

Termination:

- This Agreement can be terminated by either IT Services or the customer by notifying the other party of the intended change in writing 30 days prior to termination.
- When a termination occurs a prorated refund will be issued to the customer for the remainder of the fiscal year based on the official termination date.