

U.S. Department of Education

Washington, D.C. 20202-5335



APPLICATION FOR GRANTS UNDER THE

**CHARTER SCHOOLS PROGRAM - REPLICATION AND EXPANSION OF HIGH-
QUALITY CHARTER SCHOOLS (84.282M)**

CFDA # 84.282M

PR/Award # U282M100042

There were problems converting one or more of the attachments. Please see list below.

OMB No. 1894-0006, Expiration Date:
Closing Date: JUL 07, 2010

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There was a problem converting the following attachments:

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(K:\Foundations\Proposals 10-11\DOE\LEARN Audited Financial Statements.pdf)

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This application was generated using the PDF functionality. The PDF functionality automatically numbers the pages in this application. Some pages/sections of this application may contain 2 sets of page numbers, one set created by the applicant and the other set created by e-Application's PDF functionality. Page numbers created by the e-Application PDF functionality will be preceded by the letter e (for example, e1, e2, e3, etc.).

Application for Federal Assistance SF-424		Version 02
* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application:* If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation * Other (Specify) <input type="checkbox"/> Revision	
* 3. Date Received: 7/14/2010	4. Applicant Identifier:	
5a. Federal Entity Identifier:	* 5b. Federal Award Identifier: NA	
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
* a. Legal Name: Lawndale Educational & Regional Network		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 364439074	* c. Organizational DUNS: 172982287	
d. Address:		
* Street1:	1132 S. Homan Ave	
Street2:		
* City:	Chicago	
County:	Cook	
State:	IL	
Province:		
* Country:	USA	
* Zip / Postal Code:	60624	
e. Organizational Unit:		
Department Name: Development	Division Name: CMO	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Middle Name:	Mr.	* First Name: Greg

* Last Name: White

Suffix:

Title: President and Chief Executive Officer

Organizational Affiliation:

Employee

* Telephone Number: (312)391-6959 Fax Number: (773)826-0266

* Email: GWHITE@LEARNCHARTER.ORG

Application for Federal Assistance SF-424 Version 02

9. Type of Applicant 1: Select Applicant Type:

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

10. Name of Federal Agency:

U.S. Department of Education

11. Catalog of Federal Domestic Assistance Number:

84.282M

CFDA Title:

Charter Schools Program - Replication and Expansion of High-Quality Charter Schools (84.282M)

*** 12. Funding Opportunity Number:**

Ed-Grants-052410-001

Title:

Charter Schools Program (CSP) grants for replication and expansion of high quality charter schools

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Chicago, IL, Cook County

*** 15. Descriptive Title of Applicant's Project:**

LEARN- Bigger and Better: Replication and Expansion of High Quality Charter Schools Serving Low Income Children.

Attach supporting documents as specified in agency instructions.

Attachment:

Title : LEARN Locations

File : K:\Foundations\Proposals 10-11\DOE\LEARN Locations.pdf

Attachment:

Title :

File :

Attachment:

Title :

File :

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

* a. Applicant: IL-7

* b. Program/Project: IL-7,IL-2

Attach an additional list of Program/Project Congressional Districts if needed.

Attachment:

Title :

File :

17. Proposed Project:

* a. Start Date: 9/7/2010

* b. End Date: 6/15/2013

18. Estimated Funding (\$):

a. Federal	\$ 913750
b. Applicant	\$ 200000
c. State	\$ 0
d. Local	\$
e. Other	\$ 330000
f. Program Income	\$ 0
g. TOTAL	\$ 1443750

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on .

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Gregory

Middle Name:

* Last Name: White

Suffix:

Title: President and CEO

* Telephone Number: (773)826-0370 Fax Number: (773)826-0266

* Email: GWHITE@LEARNCHARTER.ORG

* Signature of Authorized Representative:

* Date Signed:

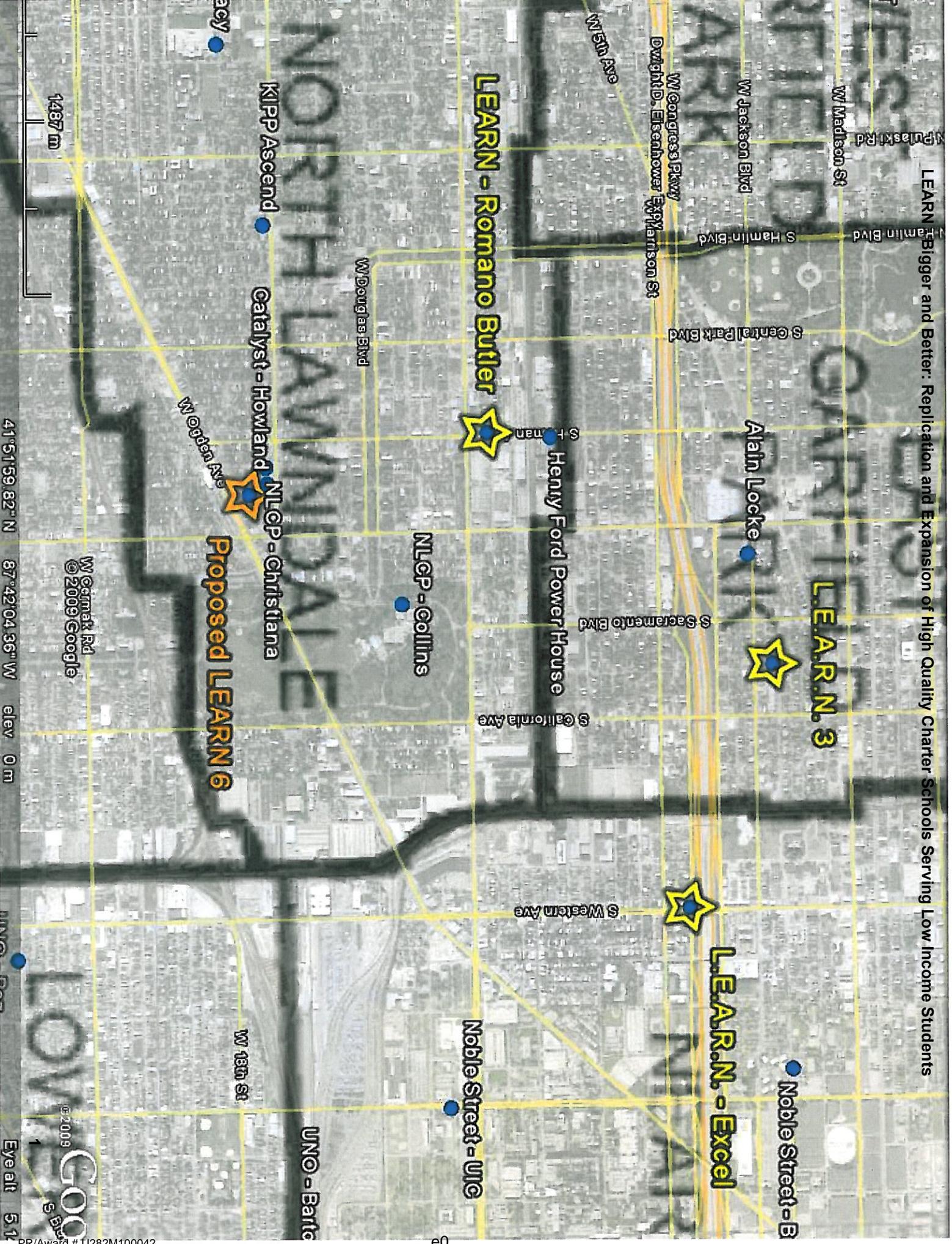
Application for Federal Assistance SF-424

Version 02

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

LEARN Bigger and Better: Replication and Expansion of High Quality Charter Schools Serving Low Income Students



Note all distances calculated
 from the LEARN Butler High School

LEARN - Better and Better: Replication and Expansion of High Quality Charter Schools

LEARN 3
 1. LEARN Romano Butler
 2. LEARN Excelsior

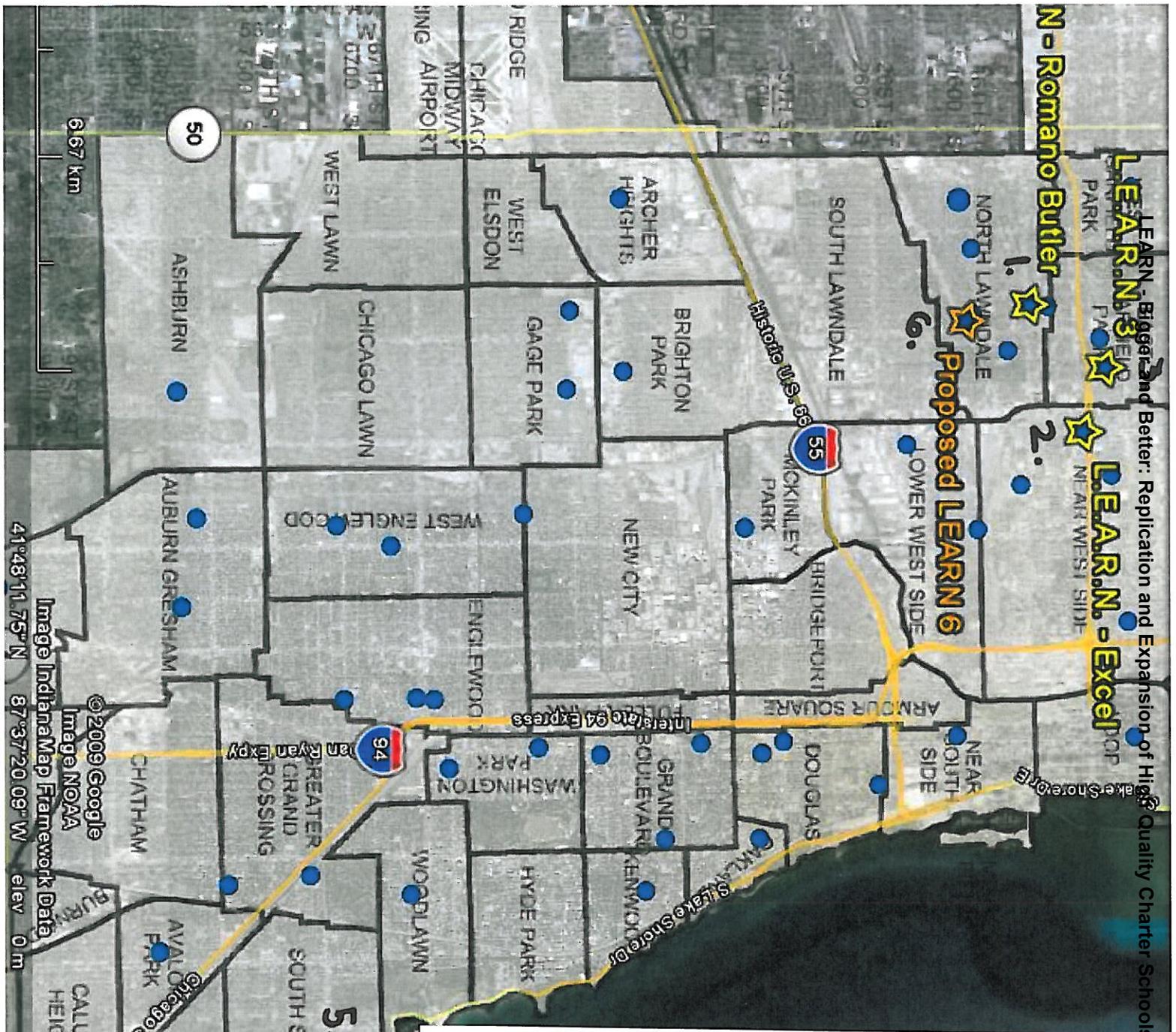
Proposed LEARN 6

5. LEARN 5

4. LEARN 4

- 1. LEARN Romano Butler
 1132 S. Homan Ave
 Chicago, IL 60624
- 2. LEARN Excel
 2401 W. Congress Parkway
 Chicago, IL 60612
 (1.71 miles)
- 3. LEARN 3
 212 S. Francisco
 Chicago, IL 60612
 (1.51 miles)
- 4. LEARN 4 (2010) Approved – CPS Building
 8914 S. Buffalo Ave
 Chicago, IL 60617
 (17.17 miles)
- 5. LEARN 5 (2011) Approved * Site Tentative – Independent Site
 7110 S. Coles Ave
 Chicago, IL 60649
 (14.02 miles)
- 6. LEARN 6 (2012) * Site Tentative – Independent Site
 1633 S. Spaulding
 Chicago, IL 60623
 (1.16 miles)

● Designates Renaissance 2010 Charter Schools





U.S. DEPARTMENT OF EDUCATION
BUDGET INFORMATION
NON-CONSTRUCTION PROGRAMS

OMB Control Number: 1894-0008

Expiration Date: 02/28/2011

Name of Institution/Organization:
 Lawndale Educational & Regional ...

Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

SECTION A - BUDGET SUMMARY
U.S. DEPARTMENT OF EDUCATION FUNDS

Budget Categories	Project Year 1(a)	Project Year 2 (b)	Project Year 3 (c)	Project Year 4 (d)	Project Year 5 (e)	Total (f)
1. Personnel	\$ 380,000	\$ 1,025,000	\$ 1,655,000	\$ 0	\$ 0	\$ 3,060,000
2. Fringe Benefits	\$ 95,000	\$ 256,250	\$ 413,750	\$ 0	\$ 0	\$ 765,000
3. Travel	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
4. Equipment	\$ 122,174	\$ 145,217	\$ 175,217	\$ 0	\$ 0	\$ 442,608
5. Supplies	\$ 229,076	\$ 272,283	\$ 328,533	\$ 0	\$ 0	\$ 829,892
6. Contractual	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
7. Construction	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
8. Other	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
9. Total Direct Costs (lines 1-8)	\$ 826,250	\$ 1,698,750	\$ 2,572,500	\$ 0	\$ 0	\$ 5,097,500
10. Indirect Costs*	\$ 87,500	\$ 162,500	\$ 162,500	\$ 0	\$ 0	\$ 412,500
11. Training Stipends	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
12. Total Costs (lines 9-11)	\$ 913,750	\$ 1,861,250	\$ 2,735,000	\$ 0	\$ 0	\$ 5,510,000

***Indirect Cost Information (To Be Completed by Your Business Office):**

If you are requesting reimbursement for indirect costs on line 10, please answer the following questions:

(1) Do you have an Indirect Cost Rate Agreement approved by the Federal government? Yes No

(2) If yes, please provide the following information:

Period Covered by the Indirect Cost Rate Agreement: From: ___/___/___ To: ___/___/___ (mm/dd/yyyy)

Approving Federal agency: ED Other (please specify): _____ The Indirect Cost Rate is 0%

(3) For Restricted Rate Programs (check one) -- Are you using a restricted indirect cost rate that:

Is included in your approved Indirect Cost Rate Agreement? or, Complies with 34 CFR 76.564(c)(2)? The Restricted Indirect Cost Rate is 0%



U.S. DEPARTMENT OF EDUCATION
BUDGET INFORMATION
NON-CONSTRUCTION PROGRAMS

OMB Control Number: 1894-0008

Expiration Date: 02/28/2011

Name of Institution/Organization:
 Lawndale Educational & Regional ...

Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

SECTION B - BUDGET SUMMARY
NON-FEDERAL FUNDS

Budget Categories	Project Year 1(a)	Project Year 2 (b)	Project Year 3 (c)	Project Year 4 (d)	Project Year 5 (e)	Total (f)
1. Personnel	\$ 200,000	\$ 240,000	\$ 400,000	\$ 0	\$ 0	\$ 840,000
2. Fringe Benefits	\$ 50,000	\$ 60,000	\$ 100,000	\$ 0	\$ 0	\$ 210,000
3. Travel	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
4. Equipment	\$ 27,826	\$ 34,783	\$ 34,783	\$ 0	\$ 0	\$ 97,392
5. Supplies	\$ 52,174	\$ 65,217	\$ 65,217	\$ 0	\$ 0	\$ 182,608
6. Contractual	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
7. Construction	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
8. Other	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
9. Total Direct Costs (lines 1-8)	\$ 330,000	\$ 400,000	\$ 600,000	\$ 0	\$ 0	\$ 1,330,000
10. Indirect Costs	\$ 200,000	\$ 125,000	\$ 125,000	\$ 0	\$ 0	\$ 450,000
11. Training Stipends	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
12. Total Costs (lines 9-11)	\$ 530,000	\$ 525,000	\$ 725,000	\$ 0	\$ 0	\$ 1,780,000

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Standard Form 424B (Rev.7-97)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. "4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. "1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. "276a to 276a-7), the Copeland Act (40 U.S.C. '276c and 18 U.S.C. "874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. " 327-333), regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. "1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. "7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. "1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance

of 1975, as amended (42 U.S.C. " 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) " 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. " 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. ' 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. "1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. '470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. "469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. "2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. "4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Representative:

Name of Authorized Certifying Representative: Gregory White

Title: President and CEO

Date Submitted: 06/21/2010

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> Bid/Offer/Application <input type="checkbox"/> Initial Award <input type="checkbox"/> Post-Award	3. Report Type: <input checked="" type="checkbox"/> Initial Filing <input type="checkbox"/> Material Change For Material Change only: Year: 0 Quarter: 0 Date of Last Report:
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier, if known: 0 Name: LEARN Charter School Network Address: 1132 S. Homan Ave City: Chicago State: IL Zip Code + 4: 60624-4344 Congressional District, if known: 07	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Name: Address: City: State: Zip Code + 4: - Congressional District, if known:	
6. Federal Department/Agency: Department of Education	7. Federal Program Name/Description: Charter Schools Program- Replication and CFDA Number, if applicable: 84.282M	
8. Federal Action Number, if known:	9. Award Amount, if known: \$0	
10. a. Name of Lobbying Registrant (if individual, last name, first name, MI): Address: City: State: Zip Code + 4: -	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): Address: City: State: Zip Code + 4: -	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Name: Greg White Title: President and CEO Applicant: Lawndale Educational & Regional Network Date: 06/21/2010	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT'S ORGANIZATION

Lawndale Educational & Regional Network

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mr. First Name: Gregory Middle Name:
Last Name: White Suffix:
Title: President & CEO

Signature: _____ Date: 06/23/2010

ED 80-0013

03/04

Section 427 of GEPA

NOTICE TO ALL APPLICANTS

The purpose of this enclosure is to inform you about a new provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P. L.) 103-382).

To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct

description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

- (1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.
- (2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.
- (3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

Estimated Burden Statement for GEPA Requirements

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is **1894-0005**. The time required to complete this information collection is estimated to average 1.5 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. **If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:** U.S. Department of Education, 400 Maryland Avenue, S.W., Washington, D.C. 20202-4537.

Applicants should use this section to address the GEPA provision.

Attachment:

Title : LEARN GEPA Statement & Attachements

File : K:\Foundations\Proposals 10-11\DOE\LEARN GEPA statement.pdf

427 GEPA

427 GEPA

Name	Page
LEARN GEPA Statement	
Principal Kastiel Bio	
Principal Kastiel Resume	
LEARN Application Spanish	
LEARN Application English	
LEARN Marketing Materials Spanish	

GEPA Statement

Department of Education General Education Provisions Act Statement

LEARN Charter School Network is a Public Charter School open to all students who reside in the City of Chicago. LEARN does not discriminate or impede access to students, teachers or staff on the basis of: gender, race, national origin, color, disability or age.

LEARN will ensure equitable access to all students. In LEARN's South Chicago Campus, which will open on September 7, 2010, a sizeable portion of the community may include adults and students with limited English proficiency. In order to ensure equitable access to students and parents in this community LEARN has taken the following steps:

- Provided applications to LEARN South Chicago Campus in English and Spanish
- Widely disseminated marketing materials throughout the community in English and Spanish
- Secured advertisements in community based Latino publications and radio stations
- Partnered with community based Latino Social Service Agency to disseminate information and recruit students:
 - El Valor, Community Service Agency
1850 W. 21st Street, Chicago, Illinois 60608
- Hired a bilingual Principal with a strong background in English Language Learning, Ms. Elizabeth Kastiel

Attached are copies of the materials mentioned above for your review:

Biography

Elizabeth Maria Kastiel – Principal- LEARN South Chicago

Principal of LEARN's newest campus in the South Chicago neighborhood of Chicago, Ms. Kastiel brings with her more than fourteen years of teaching, education and leadership experience in education. Prior to LEARN she served as Program Director of the Urban Teacher Residency United Program in Chicago. She also served as Assistant Principal at Tarkington School of Excellence and helped to launch an elementary school with over 1000 students and 60 staff members. A mentor coach, reading coach and bilingual coach, Kastiel brings extensive expertise in the area of bilingual education and reading instruction. She holds a bachelors degree from the University of Wisconsin, Madison and Masters of Education degree from the University of San Diego.

Elizabeth Maria Kastiel

2639 North Whipple Street Chicago Illinois 60647
Phone: (312) 285-4410 Email: enkastiel@gmail.com

EDUCATION

- 2005 *Lewis University, Chicago, Illinois*
ISBE General Administrative Certificate (Type 75)
- 1999 *University of San Diego, San Diego, California*
Masters of Education
Major: Curriculum and Instruction
Concentration: Culture, Language and Literacy
- 1998 *University of San Diego, San Diego, California*
California Multiple Subject Credential
Endorsement: Bilingual (Spanish), Cross-Cultural, Language and Academic Development
- 2000 *ISBE Elementary K-9 (Type 03)*
Endorsements: Bilingual (Spanish)
- 1995 *University of Wisconsin, Madison, Wisconsin*
Bachelor of Arts
Major: Spanish Major: Sociology

PROFESSIONAL EXPERIENCE

- Currently *Program Director, Urban Teacher Residency United, Chicago, Illinois*
Responsible for all program initiatives of a coordinated network of teacher residencies including: synthesizing and communicating residency best practices; partnering and consulting with emerging programs to ensure success via a two year long institute; and developing and implementing common program evaluation.
- 2005- 2008 *Assistant Principal, Tarkington School of Excellence, Chicago Public Schools, Chicago Illinois*
- Experience in development and implementation of instructional programs in new school
 - Engaged staff in developing shared vision and mission
 - Supported the principal in planning and leading the overall activities in an elementary school with over 1000 students and 60 staff members
 - Responsible for staff recruitment, development and evaluation
 - Led the staff in designing year long curriculum maps in all subjects as well as units of study written through backwards design
 - Coordinated, planned and purchased resources for school curricular programs including afterschool program in both academic subjects and enrichment activities
 - Contributed to the creation of a safe and orderly environment and oversee student discipline procedures
 - Responsible for planning and presenting workshops on restructured and professional development days
 - Supervised teachers including conducting pre-observation and post-observation conferences
 - Collaborated with the administrative team on budget, scheduling and all operations
 - Developed a new teacher induction system centered around planning supports, instructional design and assessment supports and peer observation
- 2007- 2008 *Mentor Resident Coach, Academy for Urban School Leadership, Chicago, Illinois*
Opened and ran AUSL urban teacher residency program at Tarkington School of Excellence
- 2006-2007 *Fellow, Leadership Academy and Urban Network for Chicago (LAUNCH)*

Participant in CPS approved principal preparation program. The program is a collaboration between CPS and Kellogg School of Management at Northwestern University.

- 2004-2005 *Area Reading Coach, Area 5, Chicago Public Schools, Chicago, Illinois*
- Contributed to the development, coordination, implementation and on-going evaluation of the Chicago Reading Initiative supporting the Area Instructional Officer, Principals, Lead Literacy Teachers, Teachers and other Staff within Area 5 of the Chicago Public Schools.
 - Promoted the use of a consistent instructional framework and research-based strategies
 - Supported implementation of assessment systems that are aligned with curriculum and instruction priorities
 - Ensured that human, financial and materials resources are aligned to support coherence and school goals
 - Consulted regularly with external partners for a combined effort to build capacity
 - Led area wide professional development monthly for Lead Literacy Teachers, Principals and Assistant Principals
 - Used data at the area and school level to support instructional improvement
 - Served as an instructional coach who provides feedback to teachers regarding implementation issues
 - Joined the Area Instruction Officer in budget meetings, designing schools organizational structure, and planning for the upcoming school year
- 2003-2004 *Area Bilingual Coach, Area 5, Chicago Public Schools, Chicago, Illinois*
- Assisted schools in aligning bilingual and ESL programs with State Goals and CPS guidelines
 - Modeled instructional and reading strategies with teachers in classrooms
 - Facilitated book clubs on various topics related to literacy development
 - Participated in instructional *Walk-Throughs* in order to plan and provide professional development based on schools' needs
 - Supported schools in bilingual program development, including compliance issues
 - Taught cohorts of teachers at the area and school level on balanced literacy
 - Assist principals in the identification and selection of appropriate instructional materials for English Language Learners
- 2001-2003 *Classroom Teacher, Pilsen Community Academy, Chicago Public Schools, Chicago, Illinois*
- Responsible for preparing, planning and implementing standards-based curriculum for multiple subjects in a transitional bilingual classroom
 - Administered all necessary diagnostic tests and standardized tests and used this data to inform instruction in a balanced literacy classroom
 - Established and maintained a suitable learning environment beginning with effective classroom management
 - Developed students first and second language literacy
- 1996- 2001 *Classroom Teacher, Knox Technology Magnet School, San Diego City Schools, San Diego, California*
- Co-wrote a technology grant designed to integrate technology into the curriculum
 - Selected as the math and science school site representative
 - Chosen as grade-level model classroom and to lead professional development for teachers

ACHIEVEMENTS AND AFFILIATIONS

- Participant of the Illinois Writing Project
- Member of the International Reading Association
- Member of the Illinois Association for Multicultural Education
- Fluent in Spanish
- Superior Teacher Rating, Chicago Public Schools, 2003- 2005
- Selected to present at Council of Great City Schools Conference, October, 2004
- Selected to present at International Reading Association Conference, May, 2005



Ticket Number: _____

Student ID Number: _____

LEARN South Chicago Campus
8914 S. Buffalo
Chicago, IL 60617

Aplicación para Alumnos Nuevos
Ahora Estamos Aceptando Solicitudes para grados K-3
2010-2011

Por favor complete una aplicación por niño que desea inscribir en el plantel "LEARN South Chicago"

Atención:

- Las solicitudes son validas para el año escolar 2010-2011.
- Las solicitudes deben presentarse **antes del 1 de junio de 2010.**
- Solicitudes para Kindergarten (Kinder) requiere que su **hijo tenga 5 años antes del primero de septiembre, 2010.**
- Los padres/guardianes tienen que ser residentes de Chicago.

Información del Estudiante:

Nombre Completo: _____ Género/Sexo: M ___ F ___ Edad: _____
 Dirección: Calle y Numero: _____ Ciudad: _____ Estado: _____
 Zona Postal: _____
 Fecha de Nacimiento: _____
 Nivel Escolar Actualmente: _____ Grado para el año 2010-2011 _____

Información de los Padres:

Nombre Completo: _____ Relación al Estudiante: _____
 Dirección: Calle y Numero: _____ Ciudad _____ Estado _____
 Zona Postal: _____
 Teléfono de casa: _____ Teléfono del trabajo: _____ Teléfono celular: _____
 Dirección de correo electrónico: _____

Nombre Completo: _____ Relación al Estudiante: _____
 Dirección: Calle y Numero: _____ Ciudad _____ Estado _____
 Zona Postal: _____
 Teléfono de casa: _____ Teléfono del trabajo: _____ Teléfono celular: _____
 Dirección de correo electrónico: _____

Al firmar abajo, yo verifico que toda la información proveida es verdadera y completa. Yo entiendo que es ilegal proveer juramentos falsos a una entidad pública.

Firma del Padre/Adulto Responsable

Fecha

Firma del Padre/Adulto Responsable

Fecha

Por favor entregar solicitudes a:

South Chicago Chamber of Commerce
Attn: Rob DeHaas (LEARN Charter School)
8826 South Commercial Avenue
Chicago, IL 60617-3226
773-722-8577

o

Linda Bobo
212 S. Francisco Ave.
Chicago, IL 60612
773.826.0370 Phone
773.826.0109 Fax

LEARN Charter School Network tendrá cuatro planteles disponibles para inscripción en el año escolar 2010. En adición a este plantel, LEARN Charter School Network opera tres planteles mas. Puedes aplicar tambien en los otros planteles al mismo tiempo. Si su aplicación es aceptada en mas de un plantel, podrás escojer la que mejor te paresca. Las aplicaciones estan disponibles en nuestro sitio de internet: www.learncharter.org o en cualquiera de los siguientes planteles: LEARN Romano Butler, LEARN EXCEL y LEARN 3rd Campus.

LEARN Romano Butler

Attn: Sheena White
1132 S. Homan Ave
Chicago, IL 60623
773.722.0200
Principal: Robin Johnson

LEARN EXCEL

Attn: Shameka Williams
2401 W. Congress Pkwy
Chicago, IL 60612
312.243.7001
Principal: Sekou Robertson

LEARN 3rd Campus

Attn: Linda Bobo
212 S. Francisco Ave
Chicago, IL 60612
773.826.0370
Principal: Patrick Love

LEARN South Chicago

Attn: Rob DeHaas
8914 S Buffalo Ave
Chicago, IL 60617
773-722-8577
Principal: Elizabeth Kastiel

LEARN Charter School Network admite estudiantes de cualquier raza, color, nacionalidad y origen etnico y no discrimina en la administración de sus políticas y programas.



LEARN Application English

Ticket Number: _____

Student ID Number: _____

LEARN South Chicago Campus
8914 S. Buffalo
Chicago, IL 60617

New Student Admissions Application NOW ACCEPTING APPLICATIONS FOR K-3 2010-2011

Please complete one application per child you wish to enroll in LEARN South Chicago Campus.

Important:

- Applications are valid for the 2010 – 2011 school year only.
- Completed applications must be received by June 1, 2010.
- If you are applying for Kindergarten your child must be 5 years old by September 1, 2010
- Parents and students must be residents of Chicago.

Personal Information:

Student Name: _____ Gender: M ___ F ___ Age: ___
Address: _____ City: _____ State: ___ Zip: _____
Birth Date: _____
Current Grade Level: _____ Grade Level Next Year: _____

Parent/ Legal Guardian Information:

Name: _____ Relationship _____
Address: _____ City _____ State ___ Zip _____
Home Phone: _____ Work Phone: _____ Cell Phone: _____
Alternate Phone: _____ Email Address: _____

Name: _____ Relationship _____
Address: _____ City _____ State ___ Zip _____
Home Phone: _____ Work Phone: _____ Cell Phone: _____
Alternate Phone: _____ Email Address: _____

I acknowledge that the information I have provided on this application is true. If any information on this application is falsified, then this application is subject for immediate rejection.

Parent/ Legal Guardian Signature	Date
Parent/ Legal Guardian Signature	Date

Please submit applications to:

South Chicago Chamber of Commerce
Attn: Rob DeHaas (LEARN Charter School)
8826 South Commercial Avenue
Chicago, IL 60617-3226
(773) 722-8577

OR

Linda Bobo (LEARN 3rd Campus)
212 S. Francisco Ave.
Chicago, IL 60612
773.826.0370 Phone
773.826.0109 Fax

LEARN Charter School Network will have four campuses available for admissions in the 2010 school year. In addition to this campus, LEARN Charter School Network operates 3 additional campuses. You are welcome to apply to the other campuses at the same time. If you are accepted to more than one campus, you will be allowed to select your first choice. Applications are available via website at www.learncharter.org or at one of the following campuses: LEARN Romano Butler, LEARN EXCEL OR LEARN 3RD Campus.

<i>LEARN Romano Butler</i> <i>Attn: Sheena White</i> 1132 S. Homan Ave Chicago, IL 60623 773.722.0200 Principal: Robin Johnson	<i>LEARN EXCEL</i> <i>Attn: Shameka Williams</i> 2401 W. Congress Pkwy Chicago, IL 60612 312.243.7001 Principal: Sekou Robertson	<i>LEARN 3rd Campus</i> <i>Attn: Linda Bobo</i> 212 S. Francisco Ave Chicago, IL 60612 773.826.0370 Principal: Patrick Love	<i>LEARN South Chicago</i> <i>Attn: Rob DeHaas</i> 8914 S. Buffalo Ave Chicago, IL 60617 773-722-8577 Principal: Elizabeth Kastiel
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LEARN Charter School Network shall admit students of any race, color, national and ethnic origin and shall not discriminate in the administration of its policies and programs

Una Opcion Nueva Escolar para Su Familia!

Nuestra mision es proveer a los estudiantes con las herramientas necesaria para llegar a el colegio

▣ Dedicado a los niños y las familias del oeste de Chicago desde 1980. Hoy en dia nosotros servimos mas de 1,000 estudiantes entre tres escuelas primarias.



▣ Los graduados de nuestras escuelas asisten a las escuelas publicasy privadas mas selectivas en Chicago.



▣ Casi un 93% de nuestros alumnos califican para los Almuerzos gratis o a bajo costo.

▣ Escuela publica con una excelente historia academica.



▣ Optimas oportunidades para trabajo para los padres y adultos adentro de la comunidad.



▣ Clases para los padres que resultan en oportunidades para la direccion y habilidades para ayudar y guiar a sus hijos



▣ Una proporcion alumnos—maestros de 12:1 provehen un ambiente confianza para una alta ensenanza que se ajusta a cada alumno



LEARN Charter School South Chicago Campus

Nuestra mision es proveer a los estudiantes con las herramientas necesaria para llegar a el colegio

La filosofia y los resultados de LEARN

- Escuela publica con una excelente historia academica
- Dia y año escolar extendidos
- Los 99% de nuestros graduados ganan un diploma de la secundaria
- Una proporcion alumnos – maestros de 12:1 (en promedio) provehen un ambiente de confianza para una alta ensenanza que se ajusta a cada alumno
- Clases para los padres que resultan en oportunidades para la direccion y habilidades para ayudar y guiar a sus hijos



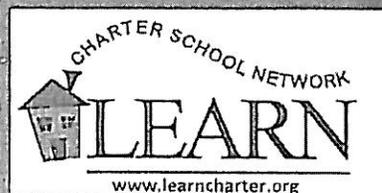
Aplicaciones:

Por favor entregar solicitudes a:
South Chicago Chamber of Commerce:
8826 S. Commercial Ave.

Las aplicaciones estan disponibles en
nuestro sitio de internet:
www.learncharter.org

Llama a LEARN Charter si tienes
preguntas: 773-722-8577

Las solicitudes deben presentarse
antes del 1 de junio de 2010.



ekastel@learncharter.org



Una Opción Nueva Escolar para Su Familia!

LEARN Charter School South Chicago Campus

Escuela Elementaria para Preparación Colegial

**MÁS DE
25 años**
de reconocida a nivel
nacional galardonado
resultados!

La filosofía y los resultados de LEARN

LEARN Charter School
South Chicago Campus
8914 S. Buffalo Ave.
Chicago, IL 60617

- Escuela pública con una excelente historia académica
- Casi un 94% de nuestros alumnos califican para los almuerzos gratis o a bajo costo
- Día y año escolar extendidos
- Los 99% de nuestros graduados ganan un diploma de la secundaria
- Los graduados de nuestras escuelas asisten a las escuelas públicas y privadas más selectivas en Chicago
- Una proporción de alumnos – maestros de 11:1 (en promedio) proveen un ambiente de confianza para una alta enseñanza que se ajusta a cada alumno
- Clases para los padres que resultan en oportunidades para la dirección y habilidades para ayudar y guiar a sus hijos
- Oportunidades para trabajo para los padres y adultos dentro de la comunidad

Espacio disponible en los grados K-31

**Inscríbete
AHORAHORA!**

LEARN Charter School South Chicago Campus
8914 S. Buffalo Ave. • Chicago, IL 60617

Si tienes preguntas, por favor llama: Rob DeHaas: 773-722-8577 • rdehaas@learncharter.org

Por favor entregar solicitudes a:

South Chicago Chamber of Commerce: 8926 S. Commercial Ave.

Las aplicaciones están disponibles en nuestro sitio de internet: www.learncharter.org

Escuela Elementaria para Preparación Colegial

**SUPPLEMENTAL INFORMATION
REQUIRED FOR
DEPARTMENT OF EDUCATION GRANTS**

1. Project Director:

Prefix: * First Name: Middle Name: * Last Name: Suffix:
Mr. Gregory White

Address:

* Street1: 1132 S. Homan Avenue
Street2:
* City: Chicago
County: Cook
* State: IL * Zip / Postal Code: 60624 * Country: USA

* Phone Number (give area code) (773)826-0370 Fax Number (give area code) (773)826-0266

Email Address:

GWHITE@LEARNCHARTER.ORG

2. Applicant Experience

Novice Applicant Yes No Not applicable

3. Human Subjects Research

Are any research activities involving human subjects planned at any time during the proposed project period?

Yes No

Are ALL the research activities proposed designated to be exempt from the regulations?

Yes Provide Exemption(s) #:

No Provide Assurance #, if available:

Please attach an explanation Narrative:

Attachment:

Title :

File :

Project Narrative

Abstract

Attachment 1:

Title: **LEARN Project Abstract** Pages: 1 Uploaded File: **K:\Foundations\Proposals 10-11\DOE\DOE Abstract FINAL docx.pdf**

Abstract

LEARN Charter School Network is located at 1132 S. Homan Ave, Chicago, IL 60624

Contact: Greg White, (312) 391-6959, gwhite@learncharter.org,

LEARN Charter School Network is requesting \$5,510,000 from CSP to support its expansion and replication. LEARN received its charter in 2001 and has grown from 110 students in one school to 990 across three schools over the last nine years thanks to an aggressive growth plan launched in 2008. LEARN has very impressive academic outcomes, strong financial management, and absolutely no issues in the area of student safety, financial management, or statutory or regulatory compliance. Our expansion plans outlined in this application fully meet the competitive priorities of this grant: 93% of LEARN's students qualify for Free and Reduced Lunch; our plan was designed in partnership with our LEA to serve students attending schools that have been identified for improvement, corrective action, closure, or restructuring; and we have secured matching funds that are equal to 32.3% of our requested amount. With the assistance of CSP funds we will accelerate our expansion plans and reach our goal of opening three new schools and expand two of our existing schools over the next three years. This will increase our enrollment from 960 to 2,310 or 140%. In order to do this, we will build the capacity of our Teacher Apprentice Program, Student Support Services and Charter Management Organization. In addition, we will purchase educational materials and supplies for 54 new classrooms. The outcomes we will be measuring include: serving an additional 1,350 new students, having at least 95% of our graduates attend college preparatory high schools, achieving 90% meet/exceed on ISAT by the end of the grant term, growing 5 points in national percentile rankings per year (as defined by MAP), and having at least 90% of our teachers in the apprentice program become lead teachers in their own classrooms.

Project Narrative

Priorities

Attachment 1:

Title: **LEARN Competitive Priorities** Pages: **6** Uploaded File: **K:\Foundations\Proposals 10-11\DOE\FINAL Competitive_Priorities_07_13_10.pdf**

Project Narrative- Priorities

Absolute Priority: Experience Operating a High-Quality Charter School

“LEARN is among the highest performing school operators in the nation, measured in terms of 1) academic achievement, and 2) scalability.” (Attachment Section 2)

- The Charter School Growth Fund

LEARN Charter School Network secured its charter in 2001 and has grown from 110 students in one school (LEARN Romano Butler Campus) to 990 across three schools (LEARN Romano Butler Campus, LEARN Excel Campus, and LEARN Third Campus) over the last nine years. LEARN began expanding to multiple campuses in 2008 and has successfully opened two additional schools. Our fourth campus will open this fall.

We have impressive academic outcomes, strong financial management, and absolutely no issues in the area of student safety, financial management, or statutory or regulatory compliance. According to the most recent evaluation from our charter school authorizer, Chicago Public Schools (CPS), LEARN rated “high” in all three categories: (1) Balanced Budget, (2) Financial Practices, and (3) Compliance. We have attached a letter from our authorizer that affirms our strong operations (see Attachment Section 2). Specifically, the Chief Financial Officer of CPS says that “as of the end of the 2009-10 school year, LEARN Charter School Network is in good standing as a partner with the Chicago Public Schools in the areas of financial management as well as regulatory compliance” (Attachment Section 2).

In order to execute our ambitious growth plans, LEARN wrote a very detailed business plan and secured a \$3 million funding commitment from the Charter School Growth Fund (CSGF) in 2008. This support has allowed us to build the management infrastructure necessary to support the rapid expansion of a high quality charter school network. Specifically, we have

created a Charter Management Organization (CMO) to support all our existing schools and launch new ones by: 1) overseeing our teacher recruitment effort which is the most important variable in our success; 2) disseminating best practices and ensuring consistent high quality at all our schools; 3) providing academic support for teachers & principals as well as student support services to students; 4) provide cost effective “back office” operations to all our schools including finance & accounting, real estate & facilities services, technology support, and fundraising. Using funding provided by CSGF, we have hired 11 new people and built a well experienced and high caliber management team to support our ambitious expansion effort (see Attachment Section 1). Our team consists of a President & CEO, six Directors and several Managers and Associates. Moreover, we have a detailed hiring plan and financial resources to hire an additional 17 people at our CMO over the next five years, thanks to a \$3 million commitment from the CSGF. See Attachment Section 7 for the timing of our key hires. This outside funding for the CMO allows all of the per pupil funds from the state of Illinois to be spent on students and classrooms and not on administrative costs.

Our schools are led by seasoned educators with a track record of success and a long-term commitment to the LEARN Network. The Principals at our first three campuses are all former LEARN classroom teachers who were promoted to leadership positions such as Master Teacher or Assistant Principal, and then later school leaders, because they lived LEARN’s Core Values and delivered strong academic outcomes. Resumes are included in Attachment Section 1.

The best evidence of our Principals’ ability to operate high quality schools is the students’ academic outcomes. LEARN’s three existing schools have significantly outperformed the average Chicago Public elementary school and, when compared to neighborhood schools, our students score 15 points higher on state standardized tests. Specifically, despite having a very

high percentage (93.1%) of students who qualify for Free & Reduced Lunch, 82% of our students met state standards in the 2010 Illinois Standards Achievement Test (ISAT) as compared to the 72% city-wide average and only 67% for low-income students and 67% for African American students (see Attachment Section 5).

Competitive Preference Priorities

LEARN meets all three Competitive Preference Priorities as **(1) 93% of our students qualify for Free and Reduced Lunch under the federal guidelines; (2) our expansion plans are in partnership with, and designed to assist our LEA in implementing academic interventions to serve students attending schools that have been identified for improvement, corrective action, closure, or restructuring; and (3) we have matching funds in an amount equal to or greater than 25% of the grant award to support the expansion and replication of our schools.**

Competitive Preference Priority #1—Low-Income Demographic

The vast majority of LEARN students (93.1%) qualify for Free & Reduced Lunch (FRL) and meet the federal definition of low-income. (See Attachment Section 2 for a letter from our authorizer, CPS, validating this percentage). As the table below shows, each of our schools meets the low-income demographic threshold outlined in Competitive Preference Priority #1.

Campus	Low Income Students	Total Students	% Students Low Income
Romano Butler	443	491	90.2%
Excel	229	244	93.9%
Third Campus	212	222	95.5%
Total	891	957	93.1%

The demographic profile of the students likely to attend our fourth campus opening in Fall 2010 in South Chicago is likely to reflect the neighborhood demographics. According to the 2000 Census, the South Chicago community has a median income of \$26,150 and consists of a 94% minority population, namely African American, Hispanic, and Haitian. The district school in which we will be sharing facilities, Thorp Elementary School, showed a 99% minority and a 99% Free and Reduced Lunch population in 2009.

The primary driver of LEARN's mission is to demonstrate that low-income does not mean low achievement. We target and open schools only in low-income communities, because this is where the demand is highest and our expertise is greatest. Not surprisingly, it is also often where very low performing schools are located and where CPS is closing schools.

Competitive Preference Priority #2 - School Improvement

Chicago Public Schools (CPS) is executing an aggressive plan to close and/or turnaround underperforming schools (see Attachment Section 2). This program was initiated by Arne Duncan and continued by the new CEO of CPS, Ron Huberman. Over the last four years, 15 poor performing schools have closed.¹ More low performing school closures are planned while LEARN partners with the Chicago Public School system to open new charter schools in underserved communities. As evidence, a letter from CPS' Director of School Development in the Office of School Improvement is included in Attachment Section 2. It states:

“LEARN Charter School Network has been a standing partner with CPS, operating an expanding charter school network within the district [...] The Office of School Improvement recognizes the need to have high performing charter schools in support of district school improvement efforts. LEARN is recognized as such a charter organization.”

¹ CPS news releases January 16, 2009; February 24, 2009; and February 24, 2010.
http://www.cps.edu/News/Press_releases/Pages/Pressreleases.aspx

This office closes poor performing schools and works to create new, better alternatives. In the most recent round to allow new charter school openings, LEARN was one of four new charter school networks in Chicago to be awarded the opportunity to open new schools, and the only one allowed to open a second new school in the subsequent year as well (2010 & 2011). Attachment Section 4 are the minutes from the CPS Board affirming their support of LEARN’s growth plans.

Further, our schools are open to all students living in the city of Chicago. Any student who currently attends schools that have been identified by CPS for improvement, corrective action, closure, or restructuring is welcome to enroll in LEARN schools. CPS’s Office of Academic Achievement issued a letter and flyer dated June 22, 2010 explicitly recommending that parents whose children attend neighborhood schools not making AYP, consider LEARN as an alternative. See Attachment Section 2 for a copy of this letter and flyer.

Competitive Preference Priority #3 - Matching

LEARN is requesting \$5.5 million in grant support over a three year period. To meet the matching requirements, LEARN’s Board of Directors has earmarked up to \$1.5 million in current cash on hand to be used as a match (See Board Resolution in Attachment Section 6) and the evidence that the dollars are available in Attachment Section 6. LEARN has secured \$1.7 million in written commitments from the Charter School Growth Fund (CSGF), The Crown Family Philanthropies, and the Chicago Public Schools. The commitment letters from each of these funders can be found in Attachment Section 2.

Source	Use	2010	2011	2012	2013
Charter School Growth Fund	Charter Management Organization Personnel Expenses	\$200,000	\$700,000	\$775,000	\$400,000
Crown Family Philanthropies	Unrestricted	\$50,000	--	--	--
Chicago Public	Educational	\$302,108	--	--	--

Schools	Material and Furniture				
Total Commitments		\$552,108	\$700,000	\$775,000	\$400,000

The largest commitment is from the Charter School Growth Fund (CSGF), a social venture capital fund that supports the replication and expansion of high quality charter networks. LEARN underwent a very rigorous evaluation and business planning process in 2008 and competed with many other charter networks for a CSGF-supported investment. Of the 350 schools that applied, only 24 or 7% were awarded investments.

The entire Charter School's Growth Fund's investment has been used to pay for the personnel costs of building our Charter Management Organization. This has allowed LEARN to recruit a high caliber team of professionals to support our schools.

Project Narrative

Project Narrative

Attachment 1:

Title: **Grant Project Narrative** Pages: **56** Uploaded File: **K:\Foundations\Proposals 10-11\DOE\Federal Grant Project Narative.pdf**

Project Narrative—Project Narrative

Selection Criteria (a) Quality of Eligible Applicant: Demonstrated Success in

Increasing Student Achievement

Key Points

- LEARN serves an educationally disadvantaged student population: 93% Free & Reduced Lunch and 99% African American.
- According to the state standardized test (ISAT), LEARN's students performed better than the city (by 10 percentage points in 2010)
- LEARN's students score on par with the Illinois state average (80% meet or exceed state standards) despite having a much higher low-income percentage.
- When comparing academic outcomes by subgroups (low-income and African American), LEARN outperforms the city and the state by as much as 20 percentage points each.
- LEARN met AYP all years since legislation has been enacted, including in subgroups in which city and state did not meet AYP (low-income and African American students). By contrast, only about 25% of schools in the city of Chicago met AYP.
- Beyond the state standardized test, LEARN's use of Measures of Academic Progress (MAP) test to measure growth show our students are making strong progress.
- We attribute these strong results to our system of learning which is based on 1) an extended school year and 2) an extended school day that results in 40% more classroom time than our District schools (Chicago Public Schools); 3) small class

sizes and two educators in the classroom for a student teacher ratio of 13:1; 4) high-quality, differentiated, customized instruction and 5) the ability to hire, develop, and retain outstanding teachers.

Closing the Achievement Gap

Inherent and explicit in LEARN's mission is to provide excellent educational opportunities in Chicago's historically underserved low-income communities, namely Lawndale, East Garfield Park, Austin, and soon South Chicago. This means our students are disproportionately low-income (93% qualify for Free & Reduced Lunch) and minority (99% are African American), two groups for which academic achievement has historically lagged behind the general population and meet the U.S. Department of Education's definition of educationally disadvantaged students. While this may be the case nationally, *LEARN's students have not only successfully closed the achievement gap, they have surpassed the city's achievement rates by 20 percentage points and kept pace with the state's proficiency rate, while it has twice as many low-income and minority students as the state.*

Annual Yearly Progress

LEARN has met Annual Yearly Progress (AYP) thresholds as set forth by No Child Left Behind every year since the legislation has been in place. This is significant in that only about one-quarter of schools in Chicago made AYP in 2009. Both CPS and the state did not meet AYP, in part because neither met the minimum requirements for two key subgroups that make up at least 93% of LEARN's population: African American and economically disadvantaged students.

Illinois State Achievement Test (ISAT): LEARN Compared to District Schools

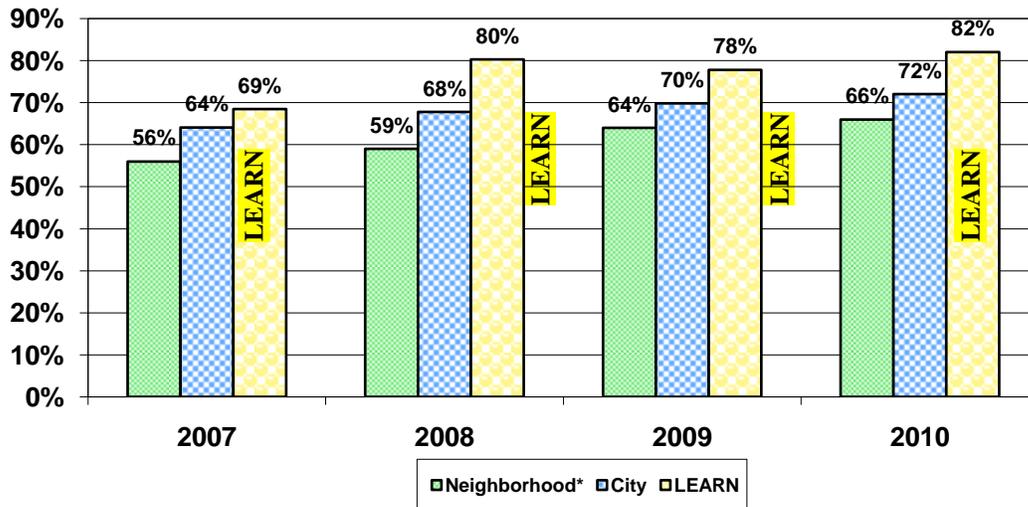
When compared with schools that are serving a similar demographic, LEARN far exceeds its competitors. In identifying a similar demographic group, we looked at CPS in its entirety, and also analyzed LEARN's results compared to 50 schools within an approximately three mile radius of LEARN. Based on this analysis, we determined that CPS's Areas 7 and 9 were the closest in proximity (which we refer to as "Neighborhood" in our Table 1 and Chart 1 below) and somewhat resembled our students in terms of income and racial makeup.

Table 1. Demographic Comparison

Subgroup	City	Neighborhood	LEARN
% Minority Students	87%	94%	100%
African-American	46%	60%	99%
Hispanic	41%	34%	1%
% Free & Reduced Lunch	79%	79%	93%

These schools have a slightly smaller minority population (94% versus LEARN's 100%) and a notably smaller Free and Reduced Lunch population (79% compared with LEARN's 93%). Citywide, the proportion of minority and low-income students is also smaller than the population LEARN serves. The city serves 87% minority students and 79% receive Free and Reduced Lunch. *Despite LEARN's higher proportion of educationally disadvantaged students, LEARN has reached a level of proficiency significantly beyond the schools in the same geographic area and Chicago Public Schools for the past four years, as shown in Chart 1 below.*

Chart 1. ISAT Composite Percentage Meet/Exceed Students LEARN compared to comparable Neighborhood schools and CPS



*Neighborhood includes CPS Areas 7 and 9

ISAT: LEARN Compared with the State By Subgroup

At the state level, we defined our demographic population in terms of subgroups—low-income and African American. Again, LEARN outperformed the same students in Illinois in the benchmark grades of 3rd, 5th, and 8th grades. As Table 2 illustrates, in all of these grades, LEARN students outperform students of the same demographic profile (income and race). For example, in 2009, 87% and 71% of LEARN’s 5th grade students met or exceeded state standards in Math and Reading, as compared to only 72% and 59% for low income students across the state.

By 8th grade, the rate at which LEARN students meet or exceed math standards is as much as 21 percentage points more than other low-income and minority students in the

state. Longitudinal, combined grades data by subgroups as suggested in the application requirements is not available at the state level, so it could not be included in this proposal.

**Table 2. ISAT Percent Meet/Exceed Students
State Subgroup Comparison By Subject By Grade Over Time**

Grade Level and Group	Reading			Math		
	2007	2008	2009	2007	2008	2009
3rd Grade						
State African American	51	55	57	68	68	70
State Low Income	57	57	58	76	75	76
LEARN	52	86	75	83	93	83
5th Grade						
State African American	45	56	56	60	63	66
State Low Income	53	58	59	70	70	72
LEARN	55	67	71	68	76	87
8th Grade						
State African American	70	69	71	62	61	64
State Low Income	72	70	74	69	68	71
LEARN	86	100	92	79	91	92
<i>% Points Greater than State African-American</i>	<i>16</i>	<i>31</i>	<i>21</i>	<i>17</i>	<i>30</i>	<i>28</i>
<i>% Points Greater than State Low-Income</i>	<i>14</i>	<i>30</i>	<i>18</i>	<i>10</i>	<i>23</i>	<i>21</i>

ISAT: LEARN Compared with the State All Grades All Students

Comparing the state and LEARN’s composite results for all grades, all students, Table 3 shows that *LEARN’s proficiency level has been nearly equal to that of the state’s in the past two years, and may exceed it again this year. Yet, compared to the state, LEARN has twice as many low-income and minority students.*

In 2009, 80% of all Illinois students met or exceeded state standards while 78% of LEARN’s students achieved this mark. This is a strong indication that LEARN is closing the achievement gap between low-income and minority students and the rest of the population. Outside analysis by our largest funder, the Charter School Growth Fund (CSGF), shows similar results. As their support letter in the Attachment Section 2

indicates, when compared by subgroup, LEARN’s students are indeed performing at a higher level, and for all students, LEARN is nearly on par with the state.

Table 3. ISAT Composite Meet/Exceed Students All Grades State All Groups Comparison Over Time

	2007	2008	2009	2010
State of Illinois	79%	79%	80%	NA
LEARN	69%	80%	78%	82%

We recognize that Illinois has one of the lowest standards for proficiency (as determined by the U.S. Department of Education’s study on state proficiency standards), making it imperative to look at the percentage of our students designated as exceeding state standards. Again, comparing our students with neighborhood schools, other charters, CPS, and those of the same sub-group in CPS, LEARN students are represented at a much higher rate than their peers. Specifically, as illustrated in Table 4, in 2010 19% of LEARN’s students exceeded state standards in the achievement tests versus only 9% for African American and 11% for low-income students in Chicago. *During the past year, LEARN students exceeded state standards at nearly twice the rate of other CPS low-income and African American students.* LEARN also outperformed the city at-large by four percentage points and our neighborhood schools by eight percentage points, even with a higher proportion of low-income and minority students than both comparison groups (as shown in earlier Table 1).

It is in keeping with our mission as a college preparatory elementary school to ensure that all our students make critical progress while at LEARN, not the least of which are those who are significantly above the average academic achievement level.

Table 4. ISAT Composite Exceed Students All Grades Within District Comparison Over Time

Comparison Group	2007	2008	2009	2010
Neighborhood*	7%	8%	10%	11%
Charters	7%	9%	10%	12%
City	11%	12%	13%	15%
CPS--African American	6%	6%	8%	9%
CPS—Low-Income	9%	9%	10%	11%
LEARN	9%	13%	12%	19%

Students at two of our three campuses took the ISAT for the first time during the 2009-2010 school year, as the schools opened in the last two years and had 3rd grade students for the first time this year. Both schools reported much stronger outcomes than originally estimated based on the level of the incoming students as determined by our internal diagnostic test, MAP, which is discussed in detail later in this document. LEARN Excel Campus, in its second year of operation, outshined all comparison groups at the city and state level, with nearly one-quarter of its students at the Exceed proficiency level. The newest school, LEARN Third Campus, having opened in 2009 with third grade students, shows lower proficiency levels but, as our later analysis using a more sophisticated assessment will show you, these students showed the most growth.

Table 5. 2010 ISAT Composite Proficiency Percentage LEARN School by Campus versus CPS and CPS Subgroups

Campus	Meet/Exceed	Exceed
Romano Butler	83.6	18.8
Excel	87.0	23.9
Third Campus	74.4	14.6
Chicago Public Schools	69.5	15
CPS--African American	63.0	9
CPS--Low Income	67.0	11

Measuring Growth Beyond State Proficiency Standards

As mentioned earlier, LEARN's mission is to provide children with the academic foundation and ambition to earn a college degree. We know it is essential that our students are able to compete against their peers nationally, and as such, we use an additional assessment—NWEA's Measures of Academic Progress (MAP)—to monitor student progress relative to their starting position and relative to other students nationwide. The MAP data gives us tremendous insight into our students' academic growth and/or struggles, and specifically, their national percentile ranking tells us if we are meeting our mission and graduating students in a competitive position to score well on high school entrance exams and later college entrance exams.

We implemented MAP testing two years ago and find that it's an indispensable tool in gauging and maintaining our progress. In Fall of 2008, approximately 500 LEARN students took the MAP tests, and on average, they scored in the 42nd percentile. By the end of the school year, the average student scored in the 57th percentile. *This improvement—a 19-point gain in average National Percentile Ranking (NPR)—is anecdotally the best performance by a first-year school in the Charter School Growth Fund's portfolio.* MAP tests are norm-based, and by definition, the average student who makes a typical year's worth of growth would have no change in NPR. In Fall, 2009, LEARN doubled in size, enrolling approximately 500 new students, most of whom attended our newest school, LEARN Third Campus. Table 6 below summarizes our latest results. The average student at LEARN Third Campus scored in the 23rd percentile in Fall 2009, but by the end of this year (spring 2010), their average was above the norm,

scoring in the 57th percentile. In other words, on average we moved students from the bottom quartile (23%) to the second quartile (57%) in the course of an academic year.

Table 6. MAP Average National Percentile Rank

Test Season	Network	Romano Butler	Excel	3rd Campus
Fall 2009	35%	41%	37%	23%
Spring 2010	54%	52%	54%	57%
Gain*	19%	11%	17%	34%

*A typical school has zero gain in national percentile ranking from Fall to Spring.

In all, MAP data shows that the LEARN Network has shown strong growth when compared to other schools nationally. Over the past two years, three-quarters of our students have increased their national percentile ranking, and in our newest school, 94% of the students improved their national ranking (see Table 7). *This means that virtually every LEARN Third Campus student accelerated his/her learning growth rate and made gains beyond the gains made by their peers.* Altogether, this data shows that LEARN schools enrolls students significantly below grade level and accelerates their learning so that they are above grade level and positioned for competitive high schools.

Table 7. MAP Percentage of Students Showing Positive National Percentile Change

School Year	Network	Romano Butler	Excel	3rd Campus
2008-09	74%	71%	83%	NA
2009-10	76%	69%	71%	94%

Over the years, LEARN has transformed the lives of a limited number of fortunate students. Our 8th grade graduates have attended many of Chicago’s most selective public and private college preparatory high schools. This past Spring, 100% of graduates were accepted into college preparatory high schools, including nationally recognized schools such as Whitney Young High School, Frances Parker, Lincoln Park High School, and Latin School of Chicago. In order to fulfill our college-prep mission,

we know that LEARN students must attend high schools that will send 95% of students to four year colleges or universities.

Table 8 below shows the percentage of 8th grade students proficient in Reading and Math according to ISAT. By this metric, LEARN’s graduates have consistently outperformed the city and the state for the past three years. Data from 2010 is not included because the state has not released its information as of the writing of this proposal.

Table 8. ISAT 8th Grade Meet/Exceed Students

	Reading			Math		
	2007	2008	2009	2007	2008	2009
Chicago Public Schools	78%	75%	78%	71%	69%	73%
State	82%	81%	84%	81%	80%	82%
LEARN	86%	100%	92%	79%	91%	92%

Our expectation is that as we continue to replicate new schools, we take lessons learned from the previous schools to ensure that subsequent schools perform as well or better than existing LEARN schools. With three campuses open to date, our newer schools have growth rates exceeding their predecessors, thus the bar continues to be set higher.

Attendance Rates

Another measure that predicts academic success is the attendance rate. Given our strong academic record, it is not surprising that LEARN’s attendance rate is also better than the same comparison groups (see Table 9). LEARN’s schools have attendance rates higher than the state, the district, and other CPS charter schools. *In addition to higher attendance rates, our students are also attending school for more hours each day (7.5 hours versus 5.75 hours) and for more days in the school year (200 attendance days versus 172 days) when compared with other CPS schools.*

Table 9. Attendance Rates

	2007	2008	2009
State of Illinois	93.7	93.3	93.7
Chicago Public Schools Grades K-8	94.0	94.4	94.4
<i>LEARN Romano Butler Grades K-8</i>	<i>95.4</i>	<i>96.0</i>	<i>97.2</i>
<i>LEARN Excel Grades K-2</i>			<i>95.7</i>

Sources: Illinois Interactive Report Card
http://iirc.niu.edu/State.aspx?source=About_Students
and CPS Office of Performance <http://research.cps.k12.il.us/cps/accountweb/Reports>
Also see Attachment Section 5 for complete tables

Selection Criteria (b) Assisting Educationally Disadvantaged Students

LEARN serves an educationally disadvantaged population consisting of 93% Free & Reduced Lunch and 99% African American students. Most LEARN students arrive significantly below grade level (a typical LEARN student this past fall scored in the 35th percentile) and we accelerate their academic growth rate to a level that is above grade level. When measured by the state standardized test (ISAT), LEARN students achieve proficiency rates better than our district (by 10 percentage points in 2010) and equal to the state of Illinois (80% meet or exceed state standards). Our 8th graders attend some of the most selective high schools in the city of Chicago; In 2010, all LEARN 8th graders were accepted into college preparatory high schools.

While a typical LEARN student arrives academically behind, our students bring with them a wide range of abilities and academic knowledge. To be sure that all students show strong growth, we must provide customized, rigorous, differentiated instruction. We are able to accomplish this by having two educators in each classroom in kindergarten through 5th grade, and a shared second instructor in each middle school grade level. Each classroom has an Advanced Teacher, an educator with several years of experience and proven academic results, and an Apprentice Teacher, a first or second

year teacher with certification or in a certification program. We describe this arrangement in detail in the upcoming Project Design section of our proposal (Section C). In addition, we keep our classrooms small: only 25 students per class, for a student-teacher ratio of 13:1.

Research strongly supports that students perform better academically if provided with more instructional time in the classroom, especially for those who are educationally disadvantaged. As such, we offer a longer school day of 7.5 hours versus 5.75 hours (8:30 AM to 4:00 PM) and a longer school year with 200 attendance days versus 172 days than other city schools. We also offer an optional summer enrichment program, before and after school programs, and a Saturday scholars program.

Our students spend at least 40% more time in the classroom than the average Chicago Public Schools student. We have shown that this combination—two instructors in the classroom, small class sizes, high-quality differentiated instruction, and a longer school day and longer school year—yields strong results for low-income and African American students.

Our System of Learning

LEARN has developed a *System of Learning* that ensures effective student-centered instruction, executed consistently across classrooms (and schools) and maximizes student achievement. Central to this *System of Learning* is differentiated instruction, defined as providing customized instruction at the appropriate level for each student, and which relies heavily on assessment data and on on-going professional development. We provide a standards-based curriculum with a heavy emphasis on

mastery of skills as well as deep conceptual understanding. Our *System of Learning* can be described as five inter-related components, including:

1. High Academic Standards
2. Aligned Curricula with Standards, and within and between Grade Levels
3. Assessment Driven Instruction
4. Robust Instructional Monitoring & Accountability
5. Intensive Instructor Support

This *System of Learning* has been evolving and improving based on internal assessments and input from outside evaluators. Several years ago, our instructors tended to deliver whole classroom instruction in order to reach the students at grade level. Upon reflection, we realized that we were not adequately instructing students who were below or above grade level. We understand that within our classrooms there is a wide range of abilities, learning styles and backgrounds.

We developed appropriately aggressive goals by utilizing beginning-of-the-year benchmark assessments. In addition, we measured how each student progresses toward those goals throughout the year while intervening as necessary. In order to achieve these goals, our instructors delivered a more tailored and personalized learning experience for each child. We provided additional instructors at each grade level, maintaining a student to teacher ratio of 13:1 to help implement this differentiated model.

In this next section, we describe the conceptual framework and methods by which our curriculum is implemented. It varies somewhat by subject area, encompasses the

ranges of Bloom's Taxonomy and different styles of learning and intelligences, and by necessity, adjusts to different levels of student knowledge and abilities.

Educational Program

Language Arts: Balanced Literacy Implemented Through the Workshop Model

Our Network strongly believes in differentiated instruction for all students because we know that there is not any purchased curricula that will meet the needs of all children. For this reason, we have adopted a balanced approach to literacy instruction, which includes the following strategies:

Independent reading- students read a book, usually of their own choosing. Over time, students discuss, read and write about a variety of texts independently.

Guided reading- a small group of students with similar needs work with the teacher, with a book selected by the teacher, to learn more about reading at increasing levels of difficulty

Literature study or book clubs- a group of students respond to books through discussion and writing. Students learn how to analyze books with one another in order to create shared meanings that are more complex than they would have on their own.

Shared reading- the teacher explicitly teaches the strategies and skills of proficiency

Read aloud- used to engage the student listener while developing background knowledge, increasing comprehension skills, and fostering critical thinking. It can also be used to model the use of reading strategies that aid in comprehension.

Independent writing- students select their own writing topics, and receive mini-lessons and individual conferences with their teachers based on their needs

Interactive writing- the sharing of a pen between teacher and student. Students plan, construct and control the writing of the text while the teacher guides the process.

Modeled writing- teacher demonstrates how to write, working together with students to plan and compose text

For our younger students, we also have a word study component, which includes phonemic awareness, phonics, spelling instruction and vocabulary. Students work daily on the skills that they are ready to learn through word sorts, games and other hands on activities. The word study done with the students replaces the time usually spent on weekly spelling tests. Many of the activities involve word sorts in which children compare and contrast categories of word features and discover similarities and differences within and between categories. Students manipulate the words and discover patterns as they do.

Our balanced literacy strategies are put into practice using the Workshop model on a consistent, daily basis and include:

1. *Mini-lessons*. A mini-lesson is an explicit teaching demonstration that focuses on a critical component of the reading and writing process- for instance, vocabulary instruction, how to write a strong lead, or to use background knowledge to support comprehension.
2. *Small group instruction*. In the reading and writing workshop, the teacher meets with small groups of students organized around student's needs and assessment

- data. This allows for flexibility within the workshop structure for students to read text at their instructional level, guided by the teacher and have targeted writing instruction using their own writing as the context.
3. *Independent practice or working with peers.* To promote transfer and to ensure mastery teachers need to give students opportunities to apply their knowledge without guidance. Peer learning can also occur such as group project, books clubs and so on.
 4. *One to one, or small group conferences.* Individual or small group conferences are a critical aspect of the workshop. Teachers use this time to teach targeted skills and to assess student learning on a frequent basis.
 5. *Share time.* The workshop allows for frequent opportunities for students to share out with the rest of the class. This provides a supportive context for students to present orally and it builds the classroom community.

These five components work together to scaffold student knowledge and once teachers understand the framework, they can use workshops in all areas of the curriculum, including reading, writing, science, social studies, and math. In the first year of a new school, we focus on a strong reading and writing workshop and then use the workshop model as a way to promote an integrated curriculum. Additionally, the model of reading and writing workshop provides the structure for differentiating instruction by providing opportunities for individualized instruction on a daily basis.

The reading workshop framework allows for best practices to be incorporated into daily reading and writing instruction which includes choice, extended time, access to leveled books, and explicit instruction designed to address targeted academic

needs. Through this model, students develop as individual readers and writers while being involved in a supported activity and individual readers have the opportunity to develop and use reading strategies so they can read progressively difficult texts independently. Students learn how to problem solve as readers and writers because they are reading and writing with a purpose. That is a value that will transcend the school day, and stay with them as they continue in their education and beyond.

Mathematics: Everyday Math Implemented through the Workshop Model

In the area of math, new students to the LEARN network often lack basic math skills and lag behind their peers. Only 18% of kindergartens at LEARN Excel Campus and 12% at LEARN Third Campus are testing at grade level in mathematics. Although the majority of our students test far below grade level in fundamental math skills, some LEARN students, existing and new, possess computational fluency and strong critical thinking capabilities. With such a diverse set of academic ability and backgrounds, teachers at LEARN differentiate the instructional methods to meet the various needs of our students.

LEARN's methodological framework in mathematics is analogous to LEARN's approach to literacy described earlier. Our Math workshop consists of three core components in a typical math lesson. Teachers begin with a whole-group mini-lesson to introduce a new concept, skill, or extension of a previous lesson. This is followed by a break-out session into three or four small leveled groups. Each small group participates in a form of practice related to the current lesson which builds new knowledge, or a previous lesson, with the purpose of reinforcing and enhancing existing knowledge. To hone basic skills, such as math facts, and to apply math thinking to other settings,

students play math games that foster a love of math while simultaneously keeping track of students' computational skills. Many math games also push students to develop their own algorithms and strategies for problem solving, and ultimately fostering an intrinsically driven need to learn. Students rotate through each of the activities so that each student receives a customized, guided lesson and ample time to perfect old and newly-acquired skills. To close the lesson, students reflect and share their learning with the entire class.

Our math program is *Everyday Mathematics* from the University of Chicago. The philosophy of this program, as stated in the Teacher's Reference Manual, is that, "*students of the twenty-first century need a mathematics curriculum that is both rigorous and balanced*":

- A curriculum that emphasizes conceptual understanding while building a mastery of basic skills
- A curriculum that explores the full mathematics spectrum, not just basic arithmetic
- A curriculum based on how students learn, what they're interested in, and the future for which they must be prepared

This program challenges children to think about their work and provide reasoning for their thinking and solutions. Students are encouraged to think independently and support their answers rather than just memorize facts and perform rote practice. This supports our desire to make all learning meaningful and interconnected.

LEARN's curriculum follows the National Council of Teachers of Mathematics' Guiding Principles for Mathematics Curriculum and Assessment recommendations. By using a standards based curriculum, our students develop a balanced skill set in problem

solving, reasoning and proof, and communication. In content, this means that LEARN students are taught to become fluent with numbers and operations, algebra, geometry and measurement, data analysis, statistics, and probability.

Science: FOSS Implemented through an Inquiry-Based Approach

The science curriculum will have two major goals. The first will be for students to have opportunities to develop understandings of the processes and steps that scientists use, and through inquiry and project-based learning, develop their own questions, hypotheses, and proofs and report their findings orally and/or in written form. The second goal will be to acquire a base of knowledge in physical, biological, and earth science areas and this instruction will be supported by hands-on materials such as the Full Option Science System (FOSS) kits. Student learning activities will consist of reading as well as performing experiments. There will be a variety of books in a range of reading levels to support the FOSS units.

Inquiry-Based instruction is the art of creating open-ended learning situations in which students take the initiative to ask questions and seek out answers. These learning situations are open-ended in that they do not aim to achieve a single "right" answer. Nevertheless, students work under clear standards. They learn to observe sharply and pose questions that are answerable, in part or in whole, through some meaningful test or exploration. They engage in trial and error, and they learn to analyze and reason carefully. FOSS was developed to explicitly support this approach and has research to support that it yields strong positive results for students from high-needs communities such as ours.

Selection Criteria (c) Project Design

Project Objectives and Outcomes

In aggregate, over the next three years, LEARN will open 54 new classrooms with 25 new students in each classroom for a total of 1,350 new students. This will result in a 140% increase in our number of students as we grow from our current 960 students in three schools to 2,310 students in six schools.

With CSP funding, our objective is to accelerate our growth by adding grades at two of our existing campuses and opening three new schools. We intend to meet the following measurable outcomes by the end of the grant term in 2012:

- Serve an additional 1,350 new students
- At least 95% of our graduates will attend college preparatory high schools (with college preparatory defined as at least 75% of the students matriculating into 4-year colleges/universities)
- Achieve 90% meet/exceed on ISAT by the end of the grant term
- Grow 5 points in national percentile ranking per year, as defined by MAP
- At least 90% of our teachers-in-training are retained and become lead teachers in their own classrooms

Our Logic Model, shown in Attachment Section 7 lists the inputs and outputs required to achieve this objective and meet these outcomes. In this next section, we describe in detail three key activities we will pursue to achieve our objective:

- Formalize and implement the Teacher Apprenticeship Program;
- Teacher outreach and recruitment; and
- Student support services

Teacher Apprenticeship Program

Over the next three years, we plan to expand two existing schools and open and expand three new schools. LEARN's growth will require the hiring of a significant number of new staff members. One of our major constraints to executing our growth plan is recruiting, training, and retaining this talent. Since we staff two Instructors in each classroom (grades K – 5th), we will need to hire a minimum of 108 new Instructors.

We will recruit 54 new Advanced Teachers and pay for their market rate salaries from monies we receive from State and Local sources. We also plan to hire 54 less experienced teachers (Apprentice Teachers) at a lower rate who have the potential to become great teachers but need more hands-on training and development. Fortunately, we have developed and instituted a Teacher Apprenticeship Program that has demonstrated it is an effective way to find and develop the talent we need to staff our schools. We are requesting CSP funding in order to hire these 54 Apprentice Teachers and scale this staffing program that has led to strong student academic outcomes and a large pool of well trained teachers who are well versed in our system of learning (curriculum, assessments, culture, classroom management, etc.) after one year of intense training.

LEARN proposes to use the majority of the CSP funding to scale our successful "Teacher Apprenticeship Program". **The goal of the Teacher Apprenticeship Program is to expand existing LEARN schools and establish two new schools by increasing the number of highly educated students and well-trained teaching staff.** This professional development program places smart and motivated but inexperienced

teachers in the classroom to be trained for one year under the guidance of an experienced, high-quality teacher.

The **objectives** of the Teacher Apprenticeship Program are as follows:

1. Improve the efficiency, quality and speed of LEARN's teacher training
2. Improve students' academic outcomes by lowering the student to teacher ratio in the classrooms to 13:1
3. Create a large and growing pool of teachers ready and able to meet our expanding staffing needs

The objectives of the Teacher Apprenticeship Program will be **measured** by using the following metrics:

- 90% of LEARN students meet and exceed Illinois state standards on ISAT
- 1,350 new students served by LEARN schools
- 90%, or 49 new teachers retained after completion of the Teacher Apprenticeship Program
- Grow 5 national percentile ranking points each year on MAP tests
- 90% of all graduates attend college preparatory high schools

LEARN developed the Teacher Apprenticeship Program because we observed that several of our new teachers struggled during their first two years in the classroom. These new teachers were accomplished but had little hands-on, practical experience in classroom management and how to drive student academic achievement. Moreover, these new hires were not familiar with the key components of our academic program. As a result, many felt overwhelmed during the first year trying to learn classroom management, LEARN's unique culture, curriculum, assessment tools, and student body.

We believe that learning to become a great teacher requires an apprenticeship experience where new teachers work closely with experience teachers to hone their craft. We facilitate this by pairing an Apprentice Teacher with an Advanced Teacher in a classroom of about 25 students and give the Apprentice Teachers “on the job training”.

The key to our success is that the second teacher in the classroom (the Apprentice) is not an assistant or “helper” (see Attachment Section 7 for job description). Instead their primary role is to deliver instruction and drive student academic achievement under the guidance of the more experienced teacher. The profile of our Apprentice Teachers varies but all have bachelor’s degrees, most are certified and/or in an accredited teacher certification program, and all have the potential and ambition to lead their own classroom. All of our Apprentice Teachers hired at LEARN Third Campus during 2009-2010 and at our newest school opening this Fall, LEARN South Chicago, meet these criteria. These Apprentices spend one to two years working under the direction of an Advanced Teacher (in the same classroom) in order to become high-quality teachers.

Our experience is that this one to two year apprenticeship can significantly improve the chance of a new teacher’s success while at the same time provide a great benefit to the classroom as both teachers are able to work closely with a small cluster of students and/or be responsible for a discrete part of the curriculum. In addition, the Advanced Teacher also benefits by having another full time colleague in the classroom who can teach specific units of the curriculum, provide small group instruction, assist with classroom management and be available for collaboration.

While the roles and responsibilities of each Apprentice Teacher and Advanced Teacher in each classroom may vary slightly, all will share some components. Below is a table showing a sample roles and responsibilities of an Apprentice Teacher and how it changes throughout the school year.

Part of Year	Lesson Planning	Whole Group Instruction	Small Group Instruction	Logistical
Beginning	Helps brainstorm and may begin to write portions of daily lesson plans	Observes and reflects on Advanced Teacher's implementation of lessons and classroom management and may begin to instruct in area planned	Observes and reflects on Advanced Teacher's implementation of lessons and classroom management and begins working in small groups in all subject areas, though not necessarily in new concept area	Observes and reflects on Advanced Teacher's handling of when students arrive in the morning, transitions between subjects or into small groups, walking in the hallways, and lunch and recess
Middle	Continues to contribute to over all planning and writes portions of weekly lesson plans, perhaps one subject for entire week or more	On weekly basis, provides whole group instruction	On a weekly basis, lead small group in new concept area, particularly in area planned	On alternate days, Apprentice is responsible for all out of the classroom transitions such as walking the students to and from the gym or lunch/recess
End	Continues to contribute to all planning and takes authorship of at least one unit and multiple weekly lesson plans	Regularly instructs whole group, particularly in area planned	Regularly leads small group, particularly in area planned, and in all subject areas	On alternate days, Apprentice handles all transitions in and outside the classroom

All of the on-the-job-training in the classroom is coupled with substantial professional development, which we believe is an integral part of supporting our Apprentices. In addition, it is also helpful for the Advanced Teachers to learn how to manage and work closely with a fellow colleague.

- All Apprentice Teachers will participate in an additional week of professional development before the school year begins; this means they will attend a minimum of three weeks of training on everything from basic classroom management and building culture, to understanding LEARN’s computer-based assessments and using the assessments to inform curriculum and instruction to role playing on how to interact with parents.
- An Apprentice Teacher Coach will meet with the Apprentices as a group, one-on-one, and with the Apprentices and Advanced Teachers together, a minimum of once a week. These meetings will help identify and achieve professional goals that the Apprentice may have for him/herself that directly impacts student success, and will be a time to troubleshoot and keep informed on best practices. Additional meetings will take place during key points throughout the school year—beginning of the year to identify goals, quarterly to check on goal progress, and end-of-the-year to assess extent to which goal was achieved.
- Apprentices will participate in a study group on a topic of their choosing, most likely connected to their professional development goal identified with the Coach. They may use anchor texts and articles for discussion of best practices, discuss student work and taped lessons, and share and reflect on lessons implemented.

- Advanced Teachers will work with Apprentices to develop a portfolio of the work based on the goal identified with the Coach. This portfolio will include, but is not limited to: evidence of the need for professional development in this particular area, lesson plans authored by the Apprentices across content areas or as a unit throughout the school year, student artifacts and assessments from these lessons/unit, video documentation of some of these lessons, and written reflections throughout the school year.
- Apprentice teachers will observe other Advanced Teachers and conduct peer-to-peer observations as a way to see a wide range of teaching styles and practices, so that Apprentices can identify an effective method or methods that works for them.

As an example of the typical Apprentice experience, each apprentice would begin with three weeks of professional development and orientation at LEARN. During this time, if not earlier, she would be paired with an Advanced Teacher who would sit down with her and develop and agree on explicit roles and responsibilities for each professional. The Apprentice would also meet and work with her Coach, who would help the Apprentice identify a professional development goal. She might decide that her goal is to implement Everyday Math games so that students improve their facility with basic math facts as well as develop their higher-order critical thinking and problem-solving skills. A quantifiable outcome would be to have math games as a center or station every day and so that every student plays a game at least once a day. A sample measurable goal would be to have at least 90% of the students make a year's worth of progress, and of these, 50% made at least one and one-half year's worth of growth; by the end of the year the average student will be at grade level.

Her Coach and/or Advanced Teacher might recommend some early childhood research papers and articles to explore, and/or future workshops to attend. The Apprentice would comb through the Everyday Math teacher's guide and games manual, and any websites and other background research she can gather. She might decide to join the math Study Group, as that's the group that most closely connects with her goal. With her Advanced Teacher, she might talk through how she envisions the implementation of these games and write up a script on how she would introduce the games to the small groups for the first time.

As the school year unfolds, in addition to her other classroom responsibilities as determined in the beginning of the school year, she plans and implements several math lessons, including introducing various games, and even a unit that has the students creating their own math game while tapping into key vocabulary and concepts taught in Language Arts, Science, and Social Studies. She meets regularly with her Advanced Teacher and Coach to assess her own teaching practices progress and the progress of her students, and how to overcome particularly challenging issues. At select intervals throughout the school year, she reviews the data provided by the unit assessments and the norm-based MAP assessments, and she adjusts her small math groups and lessons to level of each student. She considers areas that need re-teaching in another way to the entire class and to a small group of students. She also participates in the study groups, sharing some of the most effective and enjoyable games, and learning other useful ways of teaching difficult concepts, and reading about various educational theories and putting them into practice in the classroom.

Her portfolio grows steadily with student work, reflections, summary assessment tables, case study profiles of select students, and lesson plans. At the end of the year, she pours over her students' final assessments to once again determine the effectiveness of her teaching practices. She reflects upon and shares her findings and final portfolio with her Advanced Teacher and Coach. This portfolio is not just a learning tool, but evidence of her professional development over the course of the year, and can be used in her search for a classroom in which she will act as the primary lead in the room.

We are in our third development year of this program, supporting our teachers-in-training with one-on-one training in the classroom, additional coaching support, grade level or subject area study groups, and professional development goals. In the first year, we had an assistant principal provide the intensive training that the Coach would provide in this model. Last year, we again tried using part of an assistant principal's time at two of the campuses, and at the Third Campus, committed one person full-time to fulfill this role. We found it was substantially more effective and successful at the Third Campus, where they boasted 100% retention of their staff and several promotions from within this past year. For this reason, our future Coaches will spend all their time working with the Apprentices.

The only other adjustment we are making to our current Apprentice program is the formalized portfolio. The Apprentices in the past were collecting and documenting all this information, and semi-formally used their artifacts to assess their own progress and used it as evidence of success to secure new positions within the network. We intend to explicitly formalize the building of a portfolio for the professional growth of the staff as well as for the network in their hiring and promotional decision. Over time, the

Teacher Apprenticeship Program will add an action research component to ensure that we continue to improve the program as well as the teachers and students involved. In the meantime, we intend to share our practices with other schools and researchers seeking to raise student achievement.

This program has significantly contributed to our success because our “two teacher” staffing structure allows us to offer small group instruction and a highly customized student experience to meet the diverse and unique needs of our students. Compared to other schools in our district, we have smaller class sizes (average 24), more instructors (average 2), and very high-quality Instructors. Our 13 to 1 Student to Instructor ratio is substantially lower than the 30 to 1 Student to Instructor ratio for many Chicago Public schools.

Our Teacher Apprenticeship Program is critical to our growth plans as it allows us to build a large talent pool of teachers who are trained in LEARN’s system of learning, embrace our Core Values, and who are ready to lead a classroom. Equally important, during their residency we can validate the Apprentices’ ability to drive student academic achievement. We know that charter is about choice, and that means choice for our parents as well as our teachers. We believe that because of our shared mission, compelling success, and the positive work environment, once an Apprentice completes his/her training at LEARN, s/he will seek to continue their career at LEARN. We have had several teachers-in-training complete our program, and then choose to remain in our Network as head classroom teachers, some of whom become our highest performers in terms of driving student achievement.

Not only does this program support our growth, it also helps us improve as we grow. Certainly, our students have better results with two teachers in the classroom, but there is much that goes in to obtaining these results that improves the school and the network as a whole. Two teachers in the classroom means two instructors are planning and fine-tuning the curriculum and they are able to cover a broader array of subject matter in a deeper, more meaningful context for the students. Our schools have a larger group of professionals who bring diverse skills and can contribute more as a collective whole in making policies and procedures and implementing these processes.

We believe that two key variables in our success is our ability to recruit, retain, and develop talented teachers and our willingness to maintaining a low student to teacher ratio (13:1). This model of having two full time teachers in early classroom (K – 8th) delivers both outstanding results for our students and professional development opportunities for our staff. Moreover, it allows us to develop a large talent pool for future teachers. During their residency, these teachers will help to accelerate our students' academic proficiency with the goal of at least 90% of our students meeting or exceeding state standards by 2012. We will document our processes and outcomes and share our results with other schools interested in sharing information and raising the achievement level of all students.

As we undergo rapid growth we will need to hire and orientate over 100 new teachers cumulatively over three year. With support from CSP we will continue to hire a second talented but less experienced classroom teacher who will help drive instruction and be mentored and prepared to lead a classroom when we open our next new school or expand our existing schools.

We seek CSP support to grow our Teacher Apprenticeship Program. Our state and local funding is sufficient to cover the costs of one-full time teacher per classroom. We will use the CSP grant to accelerate our growth while sustaining our practice of staffing a second teacher in the classroom. This investment allows us to dramatically lower the student to staff ratio, deliver small group and highly differentiated instruction, and build a large cadre of talented teachers ready to staff schools that we replicate and expand.

Teacher Recruitment and Outreach

To ensure we have abundant demand for our Teacher Apprenticeship Program, as well as attract experienced teachers to our network, we must marshal an extensive outreach and recruitment effort to attract and retain high quality teachers in our network. We seek CSP funding to support a portion of the salaries for a Human Resources Director, Recruitment Manager, and a Human Resources Associate. This team will pursue the following activities in search of high-quality educators:

- Attend teacher job fairs hosted by CPS, Teach For America, Illinois Network Of Charter Schools, and others;
- Host our own job fairs at each of the campuses;
- Partner with university-based teacher programs and alternative certification programs (see letters of support in attachment section 2);
- Work with teacher professional development programs ;
- Post open positions on www.monster.com, www.careerbuilder.com, and other job search websites; and
- Use various social media outlets, such as Facebook and LinkedIn to expand our outreach efforts

Our Human Resources staff will collect and vet resumes, and make the initial screening telephone calls, and passes on strong candidates to the hiring team at each campus. After a candidate is interviewed and nearly ready for hiring, Human Resources staff will help check references and verify other information.

To support principals and retain high quality teaching staff, the HR team also assists in implementing the performance management process by participating in the bi-annual reviews. They help by ensuring that evaluation protocols are reliable, that the measures are objective, and that the observations are carried out consistently and fairly. HR staff also handle disputes, benefits packages, and the host of personnel-related concerns.

We expect to hire 54 new Resident Teachers, and retain at least 90%, or 49 of the educators completing this program.

Student Support Services

As our network grows and increases the number of students in our schools, we must be sure that the whole child is being supported, including students' social-emotional needs, as we know that a student cannot learn if s/he is not psychologically stable and focused on academics.

We will hire a Director of Student Support Services, for which we seek CSP funds for a portion of his/her salary, whose primary responsibility will be to oversee a team of Social Workers, with one Social Worker assigned to each new school. We are seeking CSP support for each of the Social Workers at our new schools. Collectively, this team will provide counseling and mental help services to our growing student population, a population that may deal with grave issues such as parents and relatives

who are incarcerated, homelessness, grief and loss, depression, anger management, social skills, abuse, behavioral issues as well as neglect. They promote a safe and nurturing environment that allows for students to focus on academic growth. The work of the Student Support Services team will include:

- Providing ongoing counseling or therapeutic services for students with diagnosed mental illnesses;
- Acting as a resource and supporting parents as needed;
- Providing individual and group counseling;
- Serving as a mental health resource educator for students, teachers and parents;
- Creating student advisory curriculum; and
- Supporting the leadership team in making decisions that have the socio-emotional needs of the students in mind.

The Director of Student Support Services also oversees and coordinates the services of Juvenile Protective Association (JPA), one of our partner agencies (see Attachment Section 2 for their letter of support). JPA is a social service agency, which provides professional counseling, as well as social and emotional support and mentoring to students.

The success of our Student Services Program will be determined through the improvement of academic performance of children receiving services. This is achieved through monitoring student academic performance before they receive services and after their sessions have completed, and/or their progress having received services over time.

Selection Criteria (d) Management Plan

Our capacity as a Charter Management Organization (CMO) was strengthened due to a rigorous and lengthy business planning process led by the Charter School Growth Fund in 2008. At the conclusion of this process we articulated a clear and compelling growth plan to grow from 2 schools to 16 schools by 2016. More importantly, we developed a detailed roadmap to guide our network's growth that included timelines, milestones, and defined responsibilities by which we would accomplish our key objectives. (See CSGF Milestones at the end of this Selection Criteria section.) We also developed a detailed financial statement that quantified the financial and human capital we would need to execute our growth plan successfully.

As a result of this planning effort and the past academic success of our students, the Charter School Growth Fund made a 6-year, \$3.0 million commitment to LEARN to support the growth of our CMO. This investment has allowed LEARN to build a management team that is capable of operating a large-scale charter school network. Over the last 2 years, we have hired 13 new employees for our CMO (see current organization chart in Attachment Section 7) and plan to hire another five over the next three years. These important hires created the necessary management infrastructure to support existing schools and launch new ones. Moreover, this affiliation with the CSGF has allowed LEARN to be mentored by several of the country's most successful charter networks and creates a very high level of accountability to this major funder as ongoing support is contingent upon LEARN meeting all of our goals and milestones.

The role of our CMO is to establish both short and long term goals and support our schools in accomplishing them. For this CSP grant request, we have established the following objectives to be accomplished over the next 3 years.

Three Year Objectives

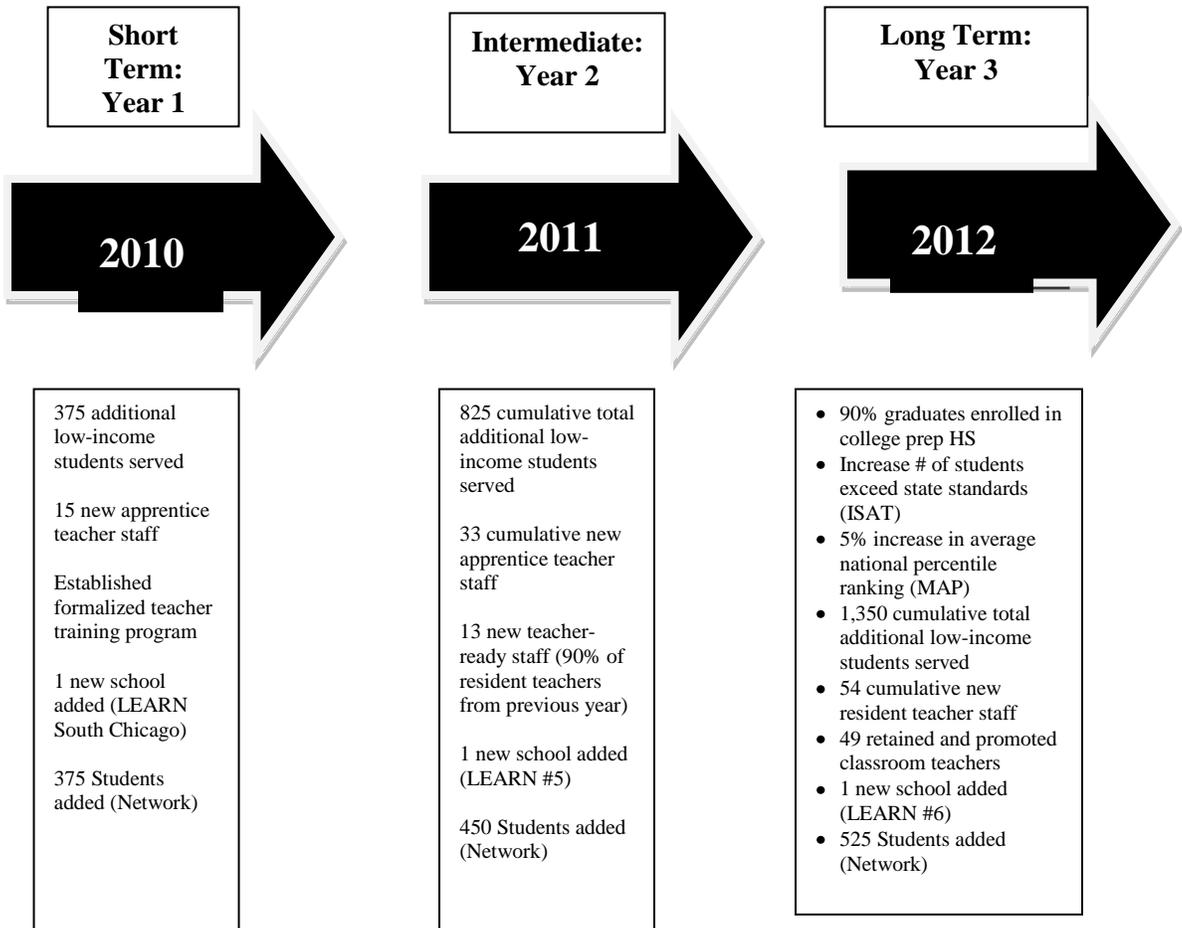
1. Expand two of our existing schools (Excel and Learn 3rd Campus) by three grade levels and new 450 students
2. Launch three new campuses and add 900 new students to our network
3. Increase the total number of low-income students served from 960 to 2,310
4. At least 95% of our graduates attend college preparatory high schools
5. Grow 5 points in national percentile rankings per year (as defined by MAP)
6. Improved student Achievement by raising average composite scores on the Illinois Achievement Tests from 82% to 90% meets and exceeds
7. Recruit 108 new Classroom instructors of which 54 (50%) will meet the criteria for the Teacher Apprenticeship Program
8. Successfully execute the Teacher Apprenticeship Program as measured by a 90%+ retention rate
9. Meet the social, emotional, and psychological needs of our students as measured by student achievement

Ownership for specific project tasks will be divided among Network leaders, including the CMO, which will ultimately have project oversight to ensure successful implementation. Specific project owners and project timeline are displayed in the below Project Management Plan and Project Timeline:

Project Management Plan

PROJECT INPUTS	PROJECT OUTPUTS	Key Project Owner	
Program Investments	Activities	Deliverable	Owner
<ul style="list-style-type: none"> - Teacher Apprentice Coach - Teacher Apprentices - Director of Human Resources - Recruitment Manager - Human Resources Associate - Direct of Student Support Services - Social Workers - Equipment - Educational Materials &Supplies 	<ul style="list-style-type: none"> • Implement System of Learning • Implement Teacher Apprentice program • New staff outreach and recruitment • New classroom furniture, equipment, supplies • Deliver student support services 	Teacher Apprentice Program	Resident Teacher Coach
		New Staff Recruitment	HR Director
		Project Budget Oversight	CMO (CEO, Director of Finance)
		Student Support Services	CMO (Director of Student Support Services, Campus Principals)

Project Timeline



In order to open new schools LEARN must: 1) secure a facility; 2) Hire the leadership team; 3) recruit students; 4) hire and train staff; 5) securing funding commitments and 6) procure needed materials and supplies. In the table below, we have listed the specific timeline that these key tasks will be accomplished and person responsible for getting it done.

Project Timeline: Opening 3 New Schools

Milestones	Leader	2010 Opening	2011 Opening	2012 Opening
Secure Building	Director of Real Estate	Done	Feb. 2011	Feb. 2012
Hire Leadership Team	CEO	Done	March 2011	March 2012
Recruit 225 Students	Principal	October 2010	October 2011	October 2012
Hire and Train 25 staff members	Principal	Sept. 2010	Sept. 2011	Sept. 2012
Secure fundraising commitments	Development Director	Done	Sept. 2011	Sept. 2012
Procure needed educational materials	Director of Finance & Operations	Sept. 2010	Sept. 2011	Sept. 2012
Establish Academic Goals	CEO and Principals	Sept. 2010	August 2011	August 2012

Leadership

As a matter of policy, we believe in a high degree of autonomy and accountability at the school level. In collaboration with the CEO and Director of Assessment, aggressive and explicit academic goals are established each year. The finance and development departments then work with all the Principals to ensure they have all the

resources needed to accomplish their goals. There is a short list of non-negotiables (adherence to our core values, low student-to-teacher ratio, small group instruction, longer school days and longer school year) that must be followed. Otherwise, each school Principal has freedom to implement the best academic program to meet the unique needs of its students and staff.

As a Network we have implemented several internal measures, which allows for both critical and insightful analysis of individual campus performance. These metrics are used as key instruments not only to monitor individual campus performance but also to provide us with the necessary insight to make the appropriate academic and organizational adjustments at each campus to ensure positive student outcomes. Specifically measurable performance indicators that evaluate individual campus performance include: academic outcomes (ISAT and MAP), teacher retention rates, staff and parent survey results, student enrollment and attrition. In exchange for high degree of autonomy, our Principals have a very high degree of accountability for the academic outcomes of their students. We set minimum and stretch goals each year. In order to remain in a leadership position, the school must meet its minimum goals. If the academic goals are not met, the leadership is removed and a new leadership team is installed. If changing the leadership team does not produce better results, the CEO makes a recommendation to the board to close the school. Fortunately, our schools have high student academic achievement levels and there is no plan to close any schools at this time.

Management Support

The CMO operates in tandem with each LEARN campus and ensures that the necessary support structures in addition to appropriate internal controls are in place to guarantee high levels of academic and operational excellence at each campus. Specifically, the following key operations are managed by the CMO:

- *Finance & Technology.* The staff manages all school-level and organizational finances, such as monthly and annual financial statement development, bookkeeping, payroll, budgeting, financing, and treasury and cash management. In addition, the CMO manages the implementation of Network wide technology plans and technology upkeep.
- *Development & Fundraising.* The CMO conducts development and fundraising activities with the Board to meet the start-up, ongoing programming, and capital needs of each LEARN school.
- *Human Resources.* The CMO supports all major human resource activities, such as Principal and teacher recruitment, compensation policy, and the performance evaluation process.
- *Assessment & Instruction.* In conjunction with the Principals, the CMO develops and monitor all major instructional activities, including accountability and assessment, curriculum design and adaptation, and special education services.
- *Student Support Services.* The CMO includes personnel who are focused on ensuring LEARN students from all schools matriculate to top high schools and colleges. In addition, the CMO will oversee programs throughout the Network of schools that support the development of the whole child, such as social services and student health care service.

- *Real Estate & Operations.* The CMO manages and monitors all major building and operational initiatives. In addition, the CMO will drive Network expansion efforts in the sense that it will identify, evaluate, and leverage existing relationships to secure new facilities, which align with the overall Network real-estate strategy.

Sustainability

Our financial plan was developed so that each school has all the resources it needs to deliver strong student academic outcomes. During the start up phase (first five years) each school loses money until its enrollment is large enough to cover all its fixed and variable costs. This cumulative loss at the school level varies between \$1.0 million and \$2.0 million depending on the cost of occupancy.

Attached are our more detailed financial projections for 2010, 2011, 2012 that reflect opening three new schools and expanding two existing ones. For all the existing and new schools, we projected the revenue, expenses, and operating loss. A detailed multi-year financial and operating model for the organization is attached at the end of this Selection Criteria section. In summary, we expect to incur an operating loss of approximately \$6.6 million before fundraising over the next three year. We have identified the sources of support to cover the vast majority of these projected losses. Based on commitments and past funding, we are highly confident of support from the Charter School Growth Fund, the Renaissance Schools Fund, the Walton Family Foundation, and Chicago Public Schools start up funding. (See Attachment Section 2 for their letters of support). In addition to these dollars, we will need to raise an additional \$1.9 million from other sources.

<u>FINANCIAL SUMMARY</u>				
	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>Total</u>
REVENUE	\$ 11,137,425	\$ 15,166,871	\$ 19,618,013	
EXPENSES	\$ 12,949,389	\$ 17,302,977	\$ 21,998,183	
OPERATING LOSS	\$ (1,811,964)	\$ (2,136,106)	\$ (2,380,170)	\$(6,328,240)
FUNDRAISING	\$ 2,000,000	\$ 2,200,000	\$ 2,400,000	\$ 6,600,000
<u>Sources</u>				
Charter School Growth Fund				\$ 2,075,000
Renaissance Schools Fund				\$ 625,000
Walton Family Foundation				\$ 500,000
Chicago Public Schools start up				\$ 1,500,000
Additonal Fundraising needed				<u>\$ 1,900,000</u>
Total				\$ 4,700,000

- *Charter School Growth Fund.* LEARN secured a \$3 million commitment from this fund. About \$900,000 has been funded and \$2.1 million remains to be funded.
- *Renaissance Schools Fund.* For each new school approved and authorized by CPS, the Renaissance Schools Fund offers up to \$500,000 of start-up support to be used in the start-up year and the first two years of each new school. Since inception of this fund, LEARN has received full funding for each of its new schools and anticipates future funding.
- *Walton Family Foundation.* In partnership with the Charter School Growth Fund, the Walton Family Foundation provides up to \$250,000 to support the start up of a new school. LEARN receives this grant because we are a member of the Charter School Growth Fund's portfolio.

- *Chicago Public Schools.* CPS supports the start-up of new schools by offering about \$1,500 per new student for supplies and textbooks, and funding to purchase all classroom furniture and office furniture and computers.

We are highly confident of our ability to raise the additional \$1.9 million over this 3-year period as we have raised in the range of \$1.5 million annually over the last year (this does not include support from the major funders list above.). The table below details our fundraising history and does not include dollars raised from the major funders listed above (Charter School Growth Fund, Renaissance Schools Fund, Walton Family Foundation, and the Chicago Public Schools).

LEARN CHARTER SCHOOL Fundraising History								
Operating	2002	2003	2004	2005	2006	2007	2008	2009
Individuals	\$ 20,795	\$ 3,218	\$ 7,010	\$ 144,107	\$ 119,302	\$ 132,327	\$ 1,047,799	\$ 1,049,715
Corporate	\$ 36,787	\$ 1,246	\$ 15,271	\$ 22,932	\$ 13,200	\$ 42,645	\$ 83,490	\$ 40,914
Foundation	\$ 37,030	\$ 299,000	\$ 100,600	\$ 200,658	\$ 242,698	\$ 706,675	\$ 317,150	\$ 554,250
Special Events	\$ 92,015	\$ 43,644	\$ 289,186	\$ 118,753	\$ 104,726	\$ 50,892	\$ 1,458	\$ 26,000
Subtotal	\$ 186,627	\$ 347,108	\$ 412,067	\$ 486,450	\$ 479,926	\$ 932,539	\$ 1,449,897	\$ 1,670,879

Team Qualifications

LEARN has a cohesive and experienced leadership team. The leadership team currently includes LEARN’s President & CEO, the Principals of LEARN’s four existing campuses, as well as the Directors of Development, Human Resources, Finance & Technology, Student Support Services, Data & Assessment and Real Estate and Operations. All resumes are in Attachment Section 1.

LEARN CEO Greg White brings over 15 years of investment, entrepreneurial and finance experience to the LEARN team. He served on the board of LEARN for seven years (4 as board chair). Prior to joining LEARN, he was Vice President of Strategy &

Operations for the Chicago Community Trust where he oversaw human resources, technology, administration, strategy, and for this \$ 2 billion community foundation. In the past he has worked in finance for Chicago Venture Partners, Salomon Brothers, Shorebank Corporation, and Continental Bank.

At the Director level, our Director of Finance (Dana Thomas) has over 17 years of diverse planning, budgeting, analyses and reporting experience in public accounting with profit as well as non-profit organizations. Our Director of Human Resources (Carman Weathington) brings a wealth of human resources competencies including expertise in strategic planning, talent acquisition, employee on boarding, compensation and benefits administration and organizational training and development. The Director of Student Support Services (Ramona Robertson) has over 10 years of experience working in charter school environments, meeting the social, emotional and psychological needs of our students. Our Director of Operations and Real Estate (Bryce Bowman) comes to LEARN with a background in military logistics as well as a background in private equity. Tamara Josserand, our Director of Development brings over 16 years of fundraising experience, including former positions at Yale University, Northwestern University and the University of Chicago Booth School of Business. Our Director of Data and Assessment (Dao Kambara) has extensive experience in research and data analysis as well as a classroom teacher. She currently provides professional development and coaching to support teachers in implementing inquiry-based curricula and supports principals in implementing network-wide assessments.

Our Principals serve as the academic leaders of each building. They undergo a very rigorous hiring process to ensure that they have a proven track record of delivering

student outcomes, and that they also are able to embody our core values. In her distinguished career, Robin Johnson has been with LEARN for over 12 years. She has experience as a classroom teacher, lead teacher, founding Principal of our Excel Campus, and is currently the building Principal of our Romano Butler. Patrick Love comes to LEARN with past experience as the Executive Director of a former Charter School in which he oversaw a 14% composite increase on the Illinois State test from his students. Love was the founding principal of our LEARN 3rd Campus. Sekou Robertson brings over 7 year of teaching and administrative experience to the LEARN leadership team. He served as the Assistant Principal at LEARN 3rd Campus where he helped launch the new campus, and now is Principal of LEARN Excel Campus. Elizabeth Kastiel has over 14 years of teaching, education, and leadership experience in education. She has served previously as an Assistant Principal where she helped launch a new elementary school with over 1,000 students. Kastiel is bilingual and is the Principal of LEARN's newest campus, LEARN South Chicago.

To implement the Teacher Apprenticeship Program, we have two stellar Program Managers with extensive teaching and school leadership experience, with evidence of strong student achievement derived as classroom teachers and as coaches and school leaders. With over 20 combined years of education experience, Nikole Laskov and Matsa Phanthavong will manage and implement our program, and report progress and results to the principals and CMO staff.

Finally, LEARN's Board is comprised of a mix of long-time members and newer members with complementary skills, experiences and community connections. It includes a group of members who have been instrumental to past successes of LEARN and new

board members who embrace LEARN's core values and are eager to help lead the ambitious growth plans.

The main roles and responsibilities of the LEARN Board include:

- **Hire leadership.** The Board is responsible for hiring, coaching, evaluating and supporting the Network's President and CEO.
- **Planning and policymaking.** The Board sets the vision and mission of the growing Network and ensures effective organizational planning. During the expansion process, it will establish the major milestones for growth and success.
- **Provide oversight functions.** The Board sets and monitors CEO and Network performance standards to ensure maximized growth opportunities.
- **Be accountable for educational and organizational outcomes.** The Board determines, monitors and strengthens the organization's programs and monitors the success of LEARN's academic program, as measured by internal and external assessments.
- **Raise funds.** The Board is responsible for ensuring funds are available to carry out the mission of LEARN and that available resources are effectively aligned to achieve LEARN's established outcomes.

Project Narrative- Application Requirements

a) Describe the objectives of the project for replicating or substantially expanding high-quality charter schools and the methods by which the applicant will determine its progress toward achieving those objectives.

See Selection Criteria C

(b) Describe how the applicant currently operates or manages the charter schools for which it has presented evidence of success, and how the proposed new or expanded charter schools will be operated or managed. Include a description of central office functions, governance, daily operations, financial management, human resources management, and instructional management. If applying as a group or consortium, describe the roles and responsibilities of each member of the group or consortium and how each member will contribute to this project.

See Selection Criteria D

(c) Describe how the applicant will ensure that each proposed new or expanded charter school receives its commensurate share of Federal education funds that are allocated by formula each year, including during the first year of operation of the school and any year in which the schools enrollment expands significantly.

The organizational structure of LEARN's Board of Directors and Charter Management Organization (CMO) will ensure that all Federal education funds are properly allocated by formula to each new or expanded LEARN school. The LEARN Board of Directors has four standing committees, including a dedicated Finance Committee whose goal is to ensure accurate financial budgeting, tracking and reporting

by overseeing all accounting, bookkeeping and financial matters. Additional oversight responsibilities include the provision of timely reports for Board decision-making and ensuring that all financial transactions of the schools are transparent and readily available for public inspection. In conjunction with the Finance Committee and Board of Directors, LEARN's CMO provides centralized financial management and support to all LEARN schools. Restricted dollars and Federal and/or State funds are classified and managed by the CMO's Finance Department, including the Director of Finance and Accounting Clerk. The Director of Finance and Accounting Clerk work closely with LEARN Principals and School Managers to ensure that funds are disseminated properly and are in full compliance as outlined by the grant guidelines. If needed, a separate bank account will be opened to maximize the efficiency in which the funds are received, dispersed, and managed.

(d) Describe the educational program to be implemented in the proposed new or expanded charter schools, including how the program will enable all students (including educationally disadvantaged students) to meet challenging State student academic achievement standards, the grade levels or ages of students to be served, and the curriculum and instructional practices to be used. For purposes of this competition, the term educationally disadvantaged students includes, but is not necessarily limited to, economically disadvantaged children, English learners, migratory children, children with disabilities, Native American children, and neglected or delinquent children.

See Selection Criteria C

(e) Describe the administrative relationship between the charter schools to be replicated or expanded by the applicant and the authorized public chartering agency.

The LEARN Charter School Network benefits from a positive relationship with its authorized public chartering agency, the Chicago Public Schools (CPS). This positive relationship is evidenced by CPS' recent decision to grant LEARN permission to open two additional elementary schools in the fall of 2010 and 2011 respectively. LEARN Charter Schools are considered a partner in CPS' execution of closing underperforming schools and opening new high-performing schools in low-income communities. LEARN consistently receives favorable performance reports from CPS. According to the CPS Office Of New Schools 2008-2009 Charter and Contract Schools Performance Report (Attachment Section 7), LEARN received a rating of "high" on three Operations Indicators:

- Balanced Budget
- Financial Practices
- Compliance

(f) Describe how the applicant will provide for continued operation of the proposed new or expanded charter schools once the Federal grant has expired.

At LEARN, we launch new schools with approximately 225 students initially served in grades Kindergarten through 3rd. We add one grade level each academic year until the school reaches the 8th grade (3 classes per grade) and student enrollment reaches 550 students. We structure our costs so that our schools break even once enrollment reaches 500 students. In other words, our costs are structured so that state and local per

pupil funding is sufficient to cover all of our operating costs; no additional fundraising is required.

We seek funding to cover the new schools' operating deficit as it grows from 225 students in year one to over 500 students by year five. We incur a deficit because of LEARN's small classroom size (approximately 25 students) and our staffing model of placing two teachers (one Advanced Teacher and one Apprentice Instructor) in a classroom. This results in a low 13:1 student to teacher ratio and allows for highly differentiated instruction to meet each individual student's academic needs.

Furthermore, because of the recently awarded \$3 million commitment from the Charter School Growth Fund (CSGF), most of our CMO costs are covered. Therefore, the vast majority of the costs of the CMO are not allocated to the schools. In addition, LEARN has raised an average of \$2.2 million annually over the last five years from the Renaissance Schools Fund (RSF), the Walton Family Foundation, and several individual, corporate, and foundation donors. We are confident in our ability to access these dollars to support our future growth, particularly in light of the tremendous academic success of our students. These fundraising dollars support the start-up of new schools, as existing schools are expected to cover all their operating costs by the fifth year of operation.

Finally, LEARN's Board of Directors has prudently established both capital and operating reserves to offset any unexpected declines in funding or increases in expenses. The operating reserves amount is currently approximately \$4 million, a sufficient amount to cover four months worth of operating expenses for the entire LEARN Network.

(g) Describe how parents and other members of the community will be involved in the planning, program design, and implementation of the proposed new or expanded charter schools.

LEARN Charter School Network strongly believes that active participation and engagement by parents, families, and members of the community directly translates into a schools' ability to successfully provide students with a high-quality choice in education. Our parent contributions to the culture of the school and the academic growth of each child will be the foundation for the success of the growth and replication of LEARN schools. We know that schools with high levels of parent involvement are also schools with successful and confident students.

At the start of the school year, we systematically ask parents what they want to see in the school and how they want to be involved. Additionally, all LEARN schools host a school-wide parent orientation to welcome our parents to their school and begin forming the relationship among their child's team of educators. Within the first three weeks of school, parents will attend the Parent Open House. The Parent Open House is a forum to learn about the expectations and plans for their child's individual classroom. LEARN parents will also learn that it is the expectation that all parents volunteer in some capacity in their child's classroom or at the school. We believe that having active parents routinely participate at our school helps build a sense of community, which further contributes to the child's overall academic success.

Parents are asked to sign up for specific helping categories such as:

- Being a room parent
- Providing clerical help to the office

- Attending field trips
- Taking photos or videotaping an event
- Sitting on a parent committee
- Tutoring groups of students

At each LEARN school there will be six family events throughout the school year including movie night, donuts for dad/muffins for mom, and reading night. Report card pickup day will be, in essence, a parent-teacher conference day. Three times a year, parents will meet one-on-one with teachers to review assessment results and discuss particular subject areas or strategies to enact in the home to support their child. These endeavors are also supported by LEARN's Parent University, where a parent committee works to develop and present seminars for all parents to enhance their ability and knowledge to academically support their children in the home. As a vehicle for communication with the parents, there is a monthly parent newsletter. In it we highlight and praise parents, as well as provide information about what is going on at the school.

Across the LEARN Network, we proactively facilitate events that are catered towards the family members of our students. Events such as *Parent University*, *Parent Café*, and *Family Literacy Night* all serve as opportunities for us to effectively communicate with our parents. We value parent input at every level of our organization, and make it a point to let parents know that we are constantly modifying our practices and our approach to education to accommodate their needs. We are constantly creating opportunities for parents to be active members within the doors of our school. At our existing campuses we provide:

- Parent Volunteer Opportunities

- Student-Parent Mentoring (Young Women & Young Men)
- Parent Employment Opportunities
- Digital Resources

Our parent engagement strategy is driven by constant outreach efforts to let parents know that LEARN is a place where their voices and presence are valued. LEARN will begin these outreach efforts early in infancy stages of a new school launch, and partner with existing community organizations in order to ensure that LEARN is creating a culture that best reflects the needs and wants of the community we serve. As the school year progresses, LEARN administers an anonymous Parent Survey. This survey provides LEARN Principals, teachers, and administrators with crucial feedback on what LEARN parents value in their child's education and school, opportunities and suggestions for improvement, and open-response feedback. The information gleaned from Parent Surveys enables LEARN to understand how to best serve its students and families.

At the core of our community engagement strategy is our belief that our school buildings exist to be a community asset and therefore must be accessible. This philosophy is evident throughout our existing campuses in North Lawndale and East Garfield Park. We provide the option of free before and after school care for students, provide meeting and recreational space for youth camps that are open to all North Lawndale residents, offer enrichment classes for adults, and provide access to digital technology to area residents.

Furthermore, we act as a large employer in the communities we serve. Wherever possible we create employment opportunities and hire qualified community residents that embody similar values to those we adhere to at LEARN. Currently, nearly 1/3 of the

employees in the entire LEARN Network are from the Lawndale and East Garfield Park communities. Due to the structure of our staffing model, individuals are given the opportunity to be promoted from within the Network. This structure allows for community residents to become the future leaders of the schools located in their very own community.

LEARN strongly believes that success cannot be achieved at any LEARN campus without the support of the community residents and families we serve. LEARN is committed to working alongside its community partners and families to ensure that each and every child attending LEARN receives an education of the highest caliber, giving them the tools they need to matriculate to college preparatory high schools and eventually, college.

(h) Include a request and justification for waivers of any Federal statutory or regulatory provisions that the applicant believes are necessary for the successful operation of the proposed new or expanded charter schools and a description of any State or local rules, generally applicable to public schools, that will be waived for, or otherwise not apply to, such charter schools.

N/A

(i) Describe how the grant funds will be used, including how these funds will be used in conjunction with other Federal programs administered by the Secretary, and with any matching funds.

See Selection Criteria C and Selection Criteria D

(j) Describe how students in the community, including students with disabilities, English learners and other educationally disadvantaged students, will be

informed about the proposed new or expanded charter schools and given an equal opportunity to attend such schools. For a definition of educationally disadvantaged students, see paragraph (d) of these Application Requirements.

LEARN Charter School Network strictly complies with the Illinois Charter School Law mandating that all children living within the city limits of Chicago have a right to enroll, or be placed on the waiting list of any Charter School in the city. This includes students with disabilities, English Language Learners, and other educationally disadvantaged students. We currently serve several communities overwhelming consisting of low-income and African American families, two groups for whom the U.S. Department of Education defines as educationally disadvantaged.

In order to inform the community about LEARN, an aggressive marketing and recruiting campaign is executed throughout the year. The goal of LEARN's outreach efforts are to communicate to parents that LEARN has the ability and desire to accommodate all students regardless of status of disability or educational ability. It is crucial that the community understands that LEARN does not screen based on ability and that enrollment is 100% lottery-based. To accomplish this, multiple mailings are sent to every household within a 1 ½ mile radius of each LEARN school. In addition, flyers are distributed in the community at child care centers, places of employment, and faith-based institutions. LEARN also submits press releases to local newspapers and advertises in community publications.

Our staff—teachers, office managers, and especially the principal and assistant principal—is directly involved in student recruitment. This means all members of the school make a concerted effort to walk around the community and spread the word about

LEARN. Door knocking, cold calling, and attending community meetings and church services are among some of the activities our staff pursues to inform neighborhood parents about an alternative educational opportunity for their children. In addition, our existing LEARN parents have proven to be our most effective and efficient recruitment vehicle. This word-of-mouth approach has consistently been the largest generator of new student applications.

These combined efforts ensure that LEARN takes a proactive approach to ensuring that our schools are accessible to a diverse range of students, including students with disabilities, English Language Learners, and other educationally disadvantaged students. Our newest principal of LEARN South Chicago Campus, Elizabeth Kastiel, is bilingual and is making every effort to hire ELL teachers to support a Spanish-speaking student body in South Chicago. LEARN has also implemented the necessary structures at both the Network and School levels to support the academic, social and emotional needs of students with special needs. This includes a full-time Director of Student Support Services, certified social workers at each LEARN school, and the full complement of Special Education services. In addition, all LEARN buildings are ADA compliant.

(k) Describe how the proposed new or expanded charter schools that are considered to be LEAs under State law, or the LEAs in which such charter schools are located, will comply with sections 613(a)(5) and 613(e)(1)(B) of the Individuals with Disabilities Education Act. N/A

613 (a)(5):LEARN Charter School Network is a public Charter School which operates under the LEA, Chicago Public Schools (CPS). As such, LEARN Charter

School Network serves children with disabilities in the same manner as CPS. This includes providing supplementary and related services on site at our campuses, to the same extent to which CPS provides such services to its schools.

613(e)(1)(b): LEARN Charter School network is not required to jointly establish its eligibility with the state educational agency.

(l) Provide information on any significant issues in the areas of student safety, financial management, and statutory or regulatory compliance. As noted in the absolute priority, for purposes of this competition, significant means something that did, will, or could lead to the revocation of a schools charter.

LEARN has no significant issues in the areas of student safety, financial management, and statutory or regulatory compliance.

Project Narrative

Section 1 - Other Attachments: Resumes/Curriculum Vitae

Attachment 1:

Title: **Section 1 LEARN Resumes** Pages: **28** Uploaded File: **K:\Foundations\Proposals 10-11\DOE\resumes\Section 1 LEARN Resumes final.pdf**

Section 1: Other Attachments

Resumes / Curriculum Vitae

Section 1: Other Attachments

Resumes / Curriculum Vitae

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Section 1 - Other Attachments

Resumes / Curriculum Vitae

LEARN LEADERSHIP TEAM

LEARN has a cohesive and experienced leadership team. The leadership team currently includes LEARN's President & CEO, the Principals of LEARN's four schools that will operate in 2010- 2011, as well as the Directors of Development, Human Resources, Finance and Technology and Director of Student Support Services and Director of Operations and Real Estate.

Gregory White – President & CEO – LEARN Network (Project Director)

White joined as President & CEO in 2008, after serving on LEARN's board for over 11 years, including four years as Board Chair. Prior to LEARN, White was Vice President of Strategy & Operations for the Chicago Community Trust where he led the development and implementation of the Trust's new strategic plan. He also managed all functions related to human resources, technology, grants processing and administration for this \$1.8 billion, 60 employee organization.

White also has over 15 years of investment, entrepreneurial and finance experience. He was a Co-Founder and Partner at a private equity firm, Chicago Venture Partners, L.P. (CVP), where he identified, evaluated and structured investments in 15 rapidly growing companies and provided management assistance to the fund's portfolio companies. Prior to CVP, White gained investment experience working at Shorebank Capital Corporation, Salomon Brothers and Continental Bank.

White graduated with academic honors from Brown University with Bachelor of Arts degrees in both Economics and Development Studies. He earned a Masters in Business Administration from Harvard Business School.

Robin Johnson – Principal – Romano Butler Campus

Johnson has served as Teacher, Master Teacher, Interim Principal and Principal at LEARN over her 12 year distinguished career with LEARN and its predecessor, Lawndale Community School. As a result of her success in the classroom and as an administrator, she was selected to open LEARN's

second campus, LEARN Excel. After successfully managing LEARN's second campus for two years, Ms. Johnson is now leading LEARN's main and largest campus, the Romano Butler Campus serving pre-kindergarten through eighth grades. She has a Bachelors degree from Chicago State University and a Masters in Human Services from National Louis University.

Sekou Robertson – Principal – LEARN Excel

Over his seven year career at LEARN, Robertson has excelled as a classroom teacher, Lead teacher, assistant principal and was recently promoted to Principal. Prior to this promotion, he served as the Assistant Principal of LEARN's Third Campus, where he helped to open and launch a new campus. He also helped to oversee curriculum and instruction, while he observed, coached, evaluated and mentored classroom instructional assistants. Robertson holds a Bachelors degree in Elementary Education from the University of Minnesota and a Masters degree from Columbia University.

Patrick Love – Principal – LEARN Third Campus

Love taught for five years in low-income communities before he co-founded Galapagos, an elementary charter school. He served as the Executive Director of Academics for three years and oversaw a 14% composite increase on the ISAT, which was the second highest growth rate among Renaissance 2010 schools. In 2008, he returned to LEARN Charter School (where he taught prior to launching Galapagos) to help open the LEARN Excel campus and serve as the Assistant Principal there. Love successfully managed and launched the opening of LEARN's Third Campus, where he currently serves as Principal. He graduated from Indiana University with a degree in Elementary Education.

Elizabeth Maria Kastiel – Principal- LEARN South Chicago

Principal of LEARN's newest campus on the South Side neighborhood of Chicago, Ms. Kastiel brings with her more than fourteen years of teaching, education and leadership experience in education. Prior to LEARN she served as Program Director of the Urban Teacher Residency United Program in Chicago. She also served as Assistant Principal at Tarkington School of Excellence and helped to launch an elementary school with over 1000 students and 60 staff members. A mentor coach, reading coach and bilingual coach, Kastiel brings extensive expertise in the area of bilingual education as well as reading instruction. She holds a bachelors degree from the University of Wisconsin, Madison and Masters of Education degree from the University of San Diego.

CMO

Dao Kambara - Director of Data and Assessments

Ms. Kambara maintains and analyzes student assessment data, and works with teachers to help them understand and accordingly adjust student progress. She is responsible for ensuring that the LEARN network's objective assessments are coherent, correctly implemented, and reliable. Ms. Kambara provides professional development, coaching, and consultation to support teachers in implementing inquiry-based math curricula, and works directly with students on problem-solving math games and activities. Prior to LEARN, she served as a teacher and interim principal at Passages Charter School. Dao has also worked in the area of public policy at the Brookings Institution. Ms. Kambara holds a Master's of Urban and Public Policy degree from the University of Illinois at Chicago, and is currently working towards a Master of Science in Education at Northwestern University.

Tamara Michel-Josserand – Director of Development

Josserand brings over sixteen years of fundraising experience to LEARN. Most recently, Josserand served as Director of Institutional Advancement for the Daughters of Charity Ministries of Chicago. A former Senior Consultant for the Consulting firm Campbell and Company, she has also held development positions at; Yale University, Northwestern University and the University of Chicago Booth School of Business. Josserand holds a Bachelors degree from Connecticut College. She comes to LEARN with a Masters degree in Education from the Harvard University Graduate School of Education as well as a Masters in Business Administration from the University Of Chicago Booth School Of Business.

Carman Weathington – Director of Human Resources

Weathington brings a wealth of human resources competencies to LEARN. Her areas of expertise include Strategic planning, talent acquisition, employee on-boarding, employee relations, employment law, compensation and benefits administration as well as organizational training and development. Prior to her time at LEARN, she served as the Corporate Manager for Human Resources at The International Fellowship of Christians and Jews. She has served as a consultant and has held Human Resources and Management positions at; VHS-Vanguard Health system, Advocate Healthcare System, Britannica.com, The Family Link and Bethany Hospital. Weathington holds a Bachelors degree from Saint Xavier University, as well as a Masters Degree in Industrial & Organizational Psychology from Roosevelt University.

Dana Thomas, CPA - Director of Finance and Technology

Dana Thomas is finance professional with over 17 years of diverse planning, budgeting, analyses and reporting experience in public accounting with for profit as well as nonprofit organizations. Ms. Thomas comes to LEARN from the Chicago Children’s Museum where she served as Vice President for Finance and IT, and led a team of professionals to manage the financial operations and budget as well as technical infrastructure of a successful not-for- profit organization with an annual operating budget of \$6 million, and Capital Campaign of over \$100 million. Prior to her six years at the Children’s Museum, Ms. Thomas also served as a Senior Staff Accountant and Supervisor at United Airlines. Ms. Thomas holds a bachelors Degree from the University of Illinois, Urbana IL and is a registered and Certified Public Accountant.

Ramona Singletary-Robertson - Director of Student Support Services

As Director of Student Support Services, Ramona Singletary Robertson oversees and coordinates the work of the Student Services department at LEARN, including; social workers, school nurse, guidance counselor and special education services. She also provides social and emotional counseling of Students. She holds a Master of Science degree in Human Services with an emphasis in counseling. Ramona comes to LEARN with over twenty years of extensive experience in child welfare. Since 1998, Ms. Robertson has been working in Charter Schools. She holds a type 73 School Service Personnel certification for school counseling. She is a member of American School Counseling Association (ASCA), Illinois School Counseling Association (ISCA), American Counseling Association (ACA) & Illinois Association of College Admissions.

Bryce Bowman- Director of Operations and Real Estate

As Director of Operations and Real Estate for LEARN, Mr. Bowman develops and implements the networks systems policies and procedures for the identification, collection and analysis of performance measurement data. Mr. Bowman also ensures that quality control measurements are in place and in accordance with LEARN’s strategic plans as well as with federal, state and accreditation standards. He also assists with expansion plans in overseeing real estate growth for the network including: researching and negotiating appropriate school sites, investigating lease and rental options and researching and identifying specific facility operational needs and improvements. Mr. Bowman comes to LEARN with a B.S. from West Point Military Academy as well as a Masters in Business Administration from the Olin School of Business at Washington University.

GREGORY A. WHITE

1241 South Plymouth Court • Chicago, IL 60605
312-391-6959 gwhite@learncharter.org

LEARN Charter Schools, Chicago, IL

2008 - present

President & CEO

- Lead 3 high-performing schools 1,000 students, \$10 million budget and 120 staff members.
- Develop and execute long-term strategic growth plan to build network of 16 high performing schools serving 8,000 low-income students.
- Recruit, support and evaluate key members of school's leadership team. Collaborate with leadership at each school to deliver high quality educational outcomes.
- Ensure sound operating, financial and accounting practices.
- Oversee all fundraising and key relationships. Manage relationships and primary interface with our authorizer (Chicago Public Schools), funders, and board of directors.
- Foster a success-oriented, high accountability, entrepreneurial, and respectful culture.

The Chicago Community Trust, Chicago, IL

2006 – 2008

Vice President, Strategy & Operations

Served as member of the senior leadership team for this \$2 billion foundation that granted over \$115 million annually

- Oversaw human resources, technology, grants processing, marketing & communications (interim), and administration. Managed staff of 15 people.
- Led the Trust's strategic planning process and oversaw the implementation of the new 3-year plan.
- Attracted new donors to the Trust and collaborated with them to meet their philanthropic objectives.
- Provided leadership for several of the Trust's largest grants including awards programs and geographic affiliates.
- Maintained high visibility for the Trust and led collaborative efforts, partnerships, and alliances with community, governmental, corporate, and not-for-profit leaders.
- Motivated staff members to increase the effectiveness, productivity and quality of the organization.
- Served on three board of directors' subcommittees (finance, governance, and communications & philanthropic services).

Chicago Venture Partners, L.P., Chicago, IL

1998 - 2006

Co-Founder & Partner

Co-founded and launched a \$45 million SBIC licensed private equity fund focused on growth and later-stage financings.

- Responsible for business development activities to source acquisition and private equity investment opportunities.
- Performed industry research and company due diligence on new and existing investments.
- Developed financial models to project returns and quantified investment risk of proposed investments.
- Structured and negotiated investments in privately held companies to maximize the fund's risk adjusted return.
- One of three investment committee members who invested in 15 privately-held companies.
- Provided strategic advice and support to portfolio companies including serving on the board of directors, assisting in recruiting and evaluating executive personnel and identifying new sales opportunities.
- Performed semi-annual evaluation of all portfolio companies, prepared investor reports, managed relationship with the fund's largest investor and oversaw all regulatory compliance issues.

Corporate Advisory Services, Chicago, IL

1995 - 2006

President

Founded a strategic consulting firm that specialized in serving private equity funds, rapidly growing entrepreneurial companies, and not-for profit organizations. Completed more than 25 engagements across a variety of industries. Selected engagements include:

Private Equity Funds - **Midcities Investment Fund, I (MIF) and **Shorebank Capital Corporation (SCC)****

- Analyzed the feasibility of and crafted investment strategy for a new, private equity fund, (MIF). Raised \$750,000 in seed capital commitments to support the costs associated with launching this community development fund. Articulated unique strategy, wrote private placement memorandum, developed fundraising plan, met with more than 30 institutional investors and secured in excess of \$12 million in "soft circle" commitments.
- Assisted the President in managing SCC's portfolio of 35 equity and subordinated debt investments. Evaluated investments in new deals and restructured or liquidated non-performing investments. Performed due diligence on management teams and developed financial models to quantify projected investment returns.

Entrepreneurial Development Programs - The Denali Initiative and The Runners' Club

- Assisted in recruiting and selecting 34 high caliber Executive Directors for intensive multiple-year program to develop social entrepreneurs (*The Denali Initiative*). Coached Executive Directors on writing business plans, raising capital, recruiting advisory boards, and launching their enterprises. Served as key decision maker for \$2.5 million community seed fund that made awards to 32 social enterprises.
- Conceived, designed and managed advanced entrepreneurial development program, *The Runners' Club*, an organization which has trained 84 entrepreneurs who have raised \$14 million in capital and created 350 new jobs. Provided accountability, encouragement and technical assistance to entrepreneurs on the process of launching or purchasing a company, raising capital, and recruiting advisory boards of directors.

Other

- Assisted more than ten for-profit companies in: raising capital; writing business plans; evaluating and hiring senior managers; structuring compensation plans; improving decision making processes; and developing and executing growth strategies. Consulted with eight not-for profit clients on: program evaluation; strategic planning; training; business plan writing; model replication; and launching a social enterprise.

Salomon Brothers, Chicago, IL

1993 - 1995

Fixed Income Salesman

Advised more than 25 institutional investors on maximizing their risk-adjusted return through bond selection and portfolio diversification. Sold corporate, government, emerging markets, and mortgage bonds to institutional investors. Earned NASD licenses for Series 3, 7 and 63.

Continental Bank, Chicago, IL

1990 - 1993

Account Officer

Underwrote new and restructured existing loans to real estate developers. Performed due diligence on new transactions and monitored performance of existing deals. Negotiated with borrowers to achieve optimal pricing and favorable terms and conditions for the bank.

The Rouse Company, Baltimore, MD

1986 - 1988

Assistant Research Analyst

Analyzed the feasibility of commercial real estate projects (retail, office, and residential) for one of the nation's largest real estate developers. Projected sales level, absorption rates, and price points for complex real estate deals.

The Enterprise Foundation, Baltimore, MD

1985 - 1986

Assistant Field Officer

Provided technical assistance to affordable housing developers.

EDUCATION

Harvard Business School, Cambridge, MA

Master of Business Administration, General Management

1990

Brown University, Providence, RI

Bachelor of Arts *with Honors*, Economics and Development Studies

1985

TEACHING

Kellogg Graduate School of Management, Evanston, IL

2003 - Present

Adjunct Professor, "Entrepreneurship & New Venture Formulation"

AFFILIATIONS

Federal Home Loan Bank of Chicago, Board Member

Chicago Transit Authority, Chairman of the Citizen's Advisory Board

Christ the King Jesuit College Prep High School, member of the Board

National Louis University, member of the Board and Chair of the Strategic Planning Committee

Leadership Greater Chicago, Class of 1997

PROFESSIONAL EXPERIENCE

LEARN Charter School, Chicago, IL—top performing inner city charter school

Principal, fall 2007 – Present

Responsibilities:

- Design Team Member responsible for planning the replication process
- Recruit and Train Instructors
- Recruited Kindergarten – Third Grade Students
- Administrative Supervision
- Establish Community Partnerships
- Operations Management
- Instructional Supervision
- Staff Development Training
- Data Analysis and Data Driven Decision Making

Lead Teacher, spring 2007-present

Responsibilities

- Establish, assess and rework curriculum for 19 classrooms and 27 staff members
- Lead all academic clusters [this needs more explaining...]
- Develop curriculum for LEARN University, an organizations which provides parents with the skills necessary to play an active role in their child's education
- Supervise and evaluate all teachers and instructional aides
- Coordinate the summer school program

Achievements

- Helped secure Teacher Advancement Program funding
- Key member of replication design team, identified as head of 1st expanded school

Master Teacher, 2006-2007

Responsibilities

- Administered Standardized Tests
- Developed strategies for other teachers
- Supervised first through eighth grade teachers
- Developed plans for academically and behaviorally struggling students
- Promoted and reflected on different modes of educational instruction
- Analyzed data to better understand and support various methods of teaching
- Supervised disciplinary measures for the three-hundred students in attendance
- Helped establish and asses the academic programs for first through fifth grade

Achievements

- Piloted Good to Great Initiative, producing average gains of 20% in reading and math within 3.5 months
- Founded Parent University in an effort to increase parent involvement at the school

Teacher

Responsibilities

- Developed lesson plans
- Increased parent attendance at quarterly meetings by approximately 80%
- Increased student test scores by an average gain of 18%
- Developed strategies to increase literacy
- Motivated students to excel

Achievements

- Supported two additional primary classroom reading strategies
- Mentored instructional aide who currently works as an independent teacher in remedial studies

Lawndale Community School, Chicago, IL (Private elementary school with a 97% rate of producing students who receive high school diplomas)

ROBIN JOHNSON
3506 W 75TH PL. CHICAGO IL. (773) 640-4547

Teacher, 1997-2001

Responsibilities

- Taught multi-grade level classrooms including kindergarten through second grade and a first and second grade combination class
- Motivated students to excel

Achievements

- Created a literacy program
- Implemented innovative classroom strategies

Douglass-Tubman School, Chicago, IL (A community-based child development center)

Teacher, 1995-1997

Responsibilities

- Prepared developmentally appropriate lessons for two to five year old students
- Supervised teachers
- Co-led parenting classes
- Developed/coordinated an after school program for school-aged children

Achievements

- Created a literacy program
- Implemented innovative classroom strategies

OTHER EXPERIENCE

Aunt Martha's Evening Reporting Center, Chicago, IL

Counseling Intern, 2000

- Provided individual and group counseling to twelve to seventeen year olds who were convicted of crimes
- Assisted probation officers by working with youth
- Provided anger management sessions
- Tutored students on basic skills

EDUCATION

Chicago State University, Chicago, IL

Bachelor of Arts in Psychology

GPA 3.9/4.0

Sekou Robertson

3655 S. Prairie Ave • Chicago, IL • 60653 • 773-536-6454
robe0335@umn.edu

EDUCATION

TEACHERS COLLEGE, COLUMBIA UNIVERSITY, New York, NY
Master of Arts, Elementary/Childhood - Preservice Program, October 2003
Department of Curriculum and Teaching
Certification Level: K-9

UNIVERSITY OF MINNESOTA, TWIN CITIES, Minneapolis, MN
Bachelor of Science, Elementary Education with a specialty in Mathematics, May 2002

EXPERIENCE

L.E.A.R.N Charter School, Chicago, IL 6/08-present
Assistant Principal

- School disciplinarian for Prek-8 grades.
- Observe and evaluate teachers and instructional assistants.
- Manage daily operations for entire school.
- Manage private maintenance companies.
- Hire staff members.
- Oversee state/school assessments and technology.
- Responsible for school culture and climate.

L.E.A.R.N Charter School, Chicago, IL 11/07-6/08
Lead Teacher

- Oversaw curriculum and instruction for grades Pre-K through 8.
- Lead professional development clusters.
- Observe, coach, mentor, and evaluate teachers.
- Plan and coordinate field testing.
- Manage all standardized and interim testing.
- Conduct test result analysis.
- Observed/evaluated teachers.
- Manage private maintenance companies.

L.E.A.R.N Charter School, Chicago, IL 7/31-9/06
Interim Principal

- Oversaw all operational and educational requirements within school.
- Supervised over 42 faculty and staff.
- Communicated with community organizations to successfully implement programs within school.
- Mentored by current principal.

L.E.A.R.N Charter School, Chicago, IL 6/06-6/07
Master Teacher/Social Studies Teacher

- Mentored, coached, and evaluated 6 teachers.
- Taught social studies to 6-8 grade students.
- Part of a Design Team that took part in completing a proposal to replicate current school.
- Interviewed prospective staff members.
- Managed the maintenance agreement for school.

L.E.A.R.N Charter School, Chicago, IL

7/04-6/06

Classroom Teacher

- Taught math, language arts, science, and social studies for 4th and 5th grade.
- Member of 2 committees: math/science and social.
- Had exceptional attendance, present 418 out of 420 days

Patrick R. Love

Experience

2008-Present LEARN Excel Charter School Chicago, IL
Assistant Principal

- Assisted in development of K-2 start-up school
- Provided professional development opportunities for instructional staff
- Supervised training and evaluation of instructional assistants
- Oversaw discipline program
- Served as the NWEA MAP Coordinator for LEARN Network

2005-2008 Galapagos Charter School Chicago, IL
Executive Director of Academics/ Co-Founder

- Founded and developed a K-6 charter school
- Recruited, selected, trained and managed instructional staff
- Established and monitored performance indicators for staff and school
- Designed and implemented various curricular programs
- Evaluated instructional staff for a variety of purposes
- Analyzed school-wide assessments and utilized data to lead school improvement efforts
- Organized ongoing professional development opportunities based on the needs of staff, students and curricular objectives
- Directed efforts to increase academic achievement which resulted in GCS outperforming neighborhood schools (as measured by ISAT) and reports of instructor performance at the 80th percentile or higher in over 60% of GCS classrooms (as measured by NWEA MAP testing)
- Oversaw a 14% composite increase on ISAT scores in one year which was the second highest growth rate among all Renaissance 2010 schools (2007)
- Oversaw a 22% increase in Reading ISAT scores and a 23% increase in Math ISAT scores in two years (2006-2008)
- Monitored a school-wide discipline program reviewing reports of student misconduct and implementing appropriate disciplinary actions

2004-2005 L.E.A.R.N. Charter School Chicago, IL
1st Grade Instructor

- Revised school-wide academic grading scale and promotion policy
- Oversaw reading and writing committee

Continued on next page

2002-2004 Holy Family Lutheran School Chicago, IL

1st-2nd Grade Instructor

- Organized and led various professional development workshops
- Served as a parent mediator
- Supervised the summer school program

2001-2002 Spencer Academy Chicago, IL

4th Grade Instructor

- Established a screen writing and movie-making club
- Organized and taught writing development workshops for educators
- Elected Co-Chairman of the Principal Advisory Board

2000-2001 Florence Faye Elementary Indianapolis, IN

1st Grade Instructor

- Implemented K-1 writing workshops for story development
- Supervised student instructors from area colleges

Education

1996-2000 Indiana University Bloomington, IN

- BA-Elementary Education
- Concentration in Language Arts/ Humanities

Additional Experience

- Designed two successful charter school proposals in Chicago, IL and Phoenix, AZ
- Evaluated various programs in schools across the country
- Organized and taught a Saturday reading program for inner city children
- Trained by Augustus Mann in Intensified Teaching and Intensified Accelerated Phonics programs designed to accelerate students who are significantly behind academically
- Trained by Carol Nelson (professor, author) in Reading Miscue Inventory and case study development
- Coordinated implementation of the S.M.A.R.T. curriculum designed to develop academic readiness schools through kinesthetic and cognitive activities
- Participated in various workshops designed to increase instructional effectiveness in literacy and mathematic
- Participated in the Execution in Entrepreneurial School Leadership program sponsored by Inner-City Teaching Corps

Elizabeth Maria Kastiel

2639 North Whipple Street Chicago Illinois 60647
Phone: (312) 285-4410 Email: emkastiel@gmail.com

EDUCATION

- 2005 *Lewis University, Chicago, Illinois*
ISBE General Administrative Certificate (Type 75)
- 1999 *University of San Diego, San Diego, California*
Masters of Education
Major: Curriculum and Instruction
Concentration: Culture, Language and Literacy
- 1998 *University of San Diego, San Diego, California*
California Multiple Subject Credential
Endorsement: Bilingual (Spanish), Cross-Cultural, Language and Academic Development
- 2000 *ISBE Elementary K-9 (Type 03)*
Endorsements: Bilingual (Spanish)
- 1995 *University of Wisconsin, Madison, Wisconsin*
Bachelor of Arts
Major: Spanish Major: Sociology

PROFESSIONAL EXPERIENCE

- Currently *Program Director, Urban Teacher Residency United, Chicago, Illinois*
Responsible for all program initiatives of a coordinated network of teacher residencies including: synthesizing and communicating residency best practices; partnering and consulting with emerging programs to ensure success via a two year long institute; and developing and implementing common program evaluation.
- 2005- 2008 *Assistant Principal, Tarkington School of Excellence, Chicago Public Schools, Chicago Illinois*
- Experience in development and implementation of instructional programs in new school
 - Engaged staff in developing shared vision and mission
 - Supported the principal in planning and leading the overall activities in an elementary school with over 1000 students and 60 staff members
 - Responsible for staff recruitment, development and evaluation
 - Led the staff in designing year long curriculum maps in all subjects as well as units of study written through backwards design
 - Coordinated, planned and purchased resources for school curricular programs including afterschool program in both academic subjects and enrichment activities
 - Contributed to the creation of a safe and orderly environment and oversee student discipline procedures
 - Responsible for planning and presenting workshops on restructured and professional development days
 - Supervised teachers including conducting pre-observation and post-observation conferences
 - Collaborated with the administrative team on budget, scheduling and all operations
 - Developed a new teacher induction system centered around planning supports, instructional design and assessment supports and peer observation
- 2007- 2008 *Mentor Resident Coach, Academy for Urban School Leadership, Chicago, Illinois*
Opened and ran AUSL urban teacher residency program at Tarkington School of Excellence
- 2006-2007 *Fellow, Leadership Academy and Urban Network for Chicago (LAUNCH)*

Participant in CPS approved principal preparation program. The program is a collaboration between CPS and Kellogg School of Management at Northwestern University.

- 2004-2005 **Area Reading Coach, Area 5, Chicago Public Schools, Chicago, Illinois**
- Contributed to the development, coordination, implementation and on-going evaluation of the Chicago Reading Initiative supporting the Area Instructional Officer, Principals, Lead Literacy Teachers, Teachers and other Staff within Area 5 of the Chicago Public Schools.
 - Promoted the use of a consistent instructional framework and research-based strategies
 - Supported implementation of assessment systems that are aligned with curriculum and instruction priorities
 - Ensured that human, financial and materials resources are aligned to support coherence and school goals
 - Consulted regularly with external partners for a combined effort to build capacity
 - Led area wide professional development monthly for Lead Literacy Teachers, Principals and Assistant Principals
 - Used data at the area and school level to support instructional improvement
 - Served as an instructional coach who provides feedback to teachers regarding implementation issues
 - Joined the Area Instruction Officer in budget meetings, designing schools organizational structure, and planning for the upcoming school year
- 2003-2004 **Area Bilingual Coach, Area 5, Chicago Public Schools, Chicago, Illinois**
- Assisted schools in aligning bilingual and ESL programs with State Goals and CPS guidelines
 - Modeled instructional and reading strategies with teachers in classrooms
 - Facilitated book clubs on varies topics related to literacy development
 - Participated in instructional *Walk-Throughs* in order to plan and provide professional development based on schools' needs
 - Supported schools in bilingual program development, including compliance issues
 - Taught cohorts of teachers at the area and school level on balanced literacy
 - Assist principals in the identification and selection of appropriate instructional materials for English Language Learners
- 2001-2003 **Classroom Teacher, Pilsen Community Academy, Chicago Public Schools, Chicago, Illinois**
- Responsible for preparing, planning and implementing standards-based curriculum for multiple subjects in a transitional bilingual classroom
 - Administered all necessary diagnostic tests and standardized tests and used this data to inform instruction in a balanced literacy classroom
 - Established and maintained a suitable learning environment beginning with effective classroom management
 - Developed students first and second language literacy
- 1996- 2001 **Classroom Teacher, Knox Technology Magnet School, San Diego City Schools, San Diego, California**
- Co-wrote a technology grant designed to integrate technology into the curriculum
 - Selected as the math and science school site representative
 - Chosen as grade-level model classroom and to lead professional development for teachers

ACHIEVEMENTS AND AFFILIATIONS

- Participant of the Illinois Writing Project
- Member of the International Reading Association
- Member of the Illinois Association for Multicultural Education
- Fluent in Spanish
- Superior Teacher Rating, Chicago Public Schools, 2003- 2005
- Selected to present at Council of Great City Schools Conference, October, 2004
- Selected to present at International Reading Association Conference, May, 2005

Professional Experience:

3/2009 – Current

Director of Assessment

LEARN Charter Schools

Support administration of charter schools network by implementing norm-based, standards driven assessments, analyzing test data, and supporting teachers in interpreting results to drive instruction.

9/2008 – 2/2009

Gifted Program Coordinator

Alexander Graham Bell School

Supervise high-performing Chicago Public School gifted program. Responsibilities include oversight of 8 teachers and 240 students, and management of program's curriculum, income and expenditures, student transportation, and student discipline. Teach high school level Geometry to select 8th graders. Handle school-wide projects on a case-by-case basis, including attendance campaign and analysis of student standardized test results.

1/2008 – 6/2008

Interim Principal

Passages Charter School

Co-manage staff of 25 in high performing Chicago Public Charter School, serving 235 ethnically diverse students. Organize and lead group of parents and staff in obtaining charter renewal and securing stable governance structure for sustainable growth of the school. Support strong teacher-leadership of faculty, research-based and differentiated instruction, and progressive project-based and inquiry-based curriculum.

2005 – 2007

Elementary School Teacher

Passages Charter School

09/05–12/07

Educator in Chicago Public Charter School whose mission is to serve immigrant and refugee children. Taught self-contained 4th grade class and Information Sciences specials class, with an emphasis on meeting needs of a high English language learning population. Possess current Illinois Teaching Certificate for Kindergarten-9th grade.

2002 – 2005

Assistant Vice President

AREA, Inc.

Chicago, Illinois

10/02 – 09/05

Project director and chief research analyst for multidisciplinary real estate and public policy consulting company. Manage team of staff members on variety of housing policy research contracts. Completed an evaluation of a federal housing policy, requiring site visits to 20 locations throughout the country, interviewing over 100 program experts and participants, and supervision responsibilities of ten staff members. Other key assignment involved developing a hedonic pricing model for determining reasonable rent prices for units being leased with public subsidies.

1999 – 2002

Senior Analyst

AREA, Inc.

10/99 – 10/02

Project manager and lead researcher of national low income housing policy project. Had oversight and primary research responsibilities for contract that involved seven staff members in the examination of the Low Income Housing Tax Credits and its use with other federal programs. Director of study on demographic and housing trends in five major U.S. metropolitan areas and also involved directing a team of staff members; project manager and policy analyst for federal transportation study used to advise state transportation plans.

1998 – 1999
Senior Research Analyst
Center on Urban and Metropolitan Policy
The Brookings Institution
Washington, DC

6/98 – 9/99 Central Cities Initiative manager and coordinator (one of three initiatives aimed at building strong cities and metropolitan areas); primary researcher of major demographic and market trends affecting urban areas, including conducting original and secondary research on population and employment patterns; researcher and editor of policy discussion papers on central city competitiveness with topics ranging from how to tap into the investment potential of emerging neighborhood markets to understanding the implications of changing capital markets for cities.

1996 – 1998
Project Coordinator
Department of Planning and Development
City of Chicago
Chicago, Illinois

8/96 – 6/98 Project director of activities on the Chicago West Side Empowerment Zone and non-designated Enterprise Communities (a federal program designed as a “bottom up,” community-based approach to neighborhood improvements); reviewer, negotiator and originator of contracts for proposals receiving Empowerment Zone funds; contributing writer to new Request for Proposal aimed at supporting innovative job creation projects located strategically throughout the zone.

Education:

Northwestern University
Masters of Science in Education, anticipated 2009
Teacher Education Alternative for Chicago
(NU-TEACH)
Alternative Teacher Certification

NU-TEACH is an accelerated program designed to support career changers in becoming certified educators. Competitively awarded through the Inner-City Teaching Corps, Americorps funds were used to support this recipient’s education costs.

University of Illinois at Chicago
Urban Planning and Policy
M.U.P.P., May 1996

Masters’ project involves development of One-Stop Capital Shop Action Plan, a project designed to provide technical and financial resources to small businesses and entrepreneurs at one location; plan highlights issues and identifies steps for implementation that will yield long-term, positive results for targeted low- and moderate-income communities; coursework covered contemporary topics in economic development, urban affairs, environmental policy and program evaluation.

University of Minnesota
Political Science and Urban Studies
B.A., June 1994

Honors

2007-2008 Nominated for Golden Apple Award for Excellence in Teaching
2007 and 2008 Rochelle Lee Fund Grant Recipient
1995 & 1996 HUD Fellowship – University of Illinois at Chicago
1994 Magna Cum Laude Graduate – University of Minnesota
1993 College of Liberal Arts Internship Grant – University of Minnesota
1992 President’s Leadership and Service Award

REFERENCES AVAILABLE UPON REQUEST

TAMARA MICHEL JOSSERAND

2527 S. Mary Street
Chicago, Il 60608
M: (773) 218-0548

likeohara@hotmail.com

SUMMARY OF QUALIFICATIONS

Collaborative, results oriented development professional with a distinguished career in fundraising, consulting, and education. Over 12 years of progressively responsible management experience with clients, donors, universities, schools, corporations and foundations and Boards, including:

<p>Strategic Planning</p> <ul style="list-style-type: none"> ▪ Board recruitment & development ▪ Training and Leadership Development ▪ Organizational Design/Development ▪ Productivity & Efficiency Improvement ▪ Marketing and public relations 	<p>Management</p> <ul style="list-style-type: none"> ▪ Staff Recruitment ▪ Staff training / teambuilding ▪ Staff mentoring and coaching ▪ Budget development & management ▪ Oversee multiple sites
<p>Fundraising</p> <ul style="list-style-type: none"> ▪ Grant writing with 90% success rate ▪ Major gift solicitation and training ▪ Project and event management ▪ Planned gift 	<p>Consulting</p> <ul style="list-style-type: none"> ▪ Campaign feasibility studies ▪ Case statements ▪ Development office assessments ▪ Campaign management

EDUCATION

UNIVERSITY OF CHICAGO GRADUATE SCHOOL OF BUSINESS Master of Business Administration	March 2005
HARVARD GRADUATE SCHOOL OF EDUCATION Master of Education	June 1993
CONNECTICUT COLLEGE Bachelor of Arts	May 1990

PROFESSIONAL EXPERIENCE

Daughters of Charity Ministries of Chicago (DCMC) 2006 - present
Director of Institutional Advancement St. Vincent de Paul Center & Marillac Social Center

- Member of DCMC executive leadership team, providing guidance on strategic planning, operations, human resources, and development.
- Manage and mentor staff of six development professionals, manage advancement budget.
- Recruit, train and work collaboratively with Board members to leverage support for both agencies.
- Strengthened fundraising infrastructure at each agency, increasing fundraising by 125% and 66% respectively in one year.
- Managed and expanded annual fundraising special events, doubling St. Vincent de Paul annual event to \$670,000 and creating a black tie event for Marillac Social Center, raising over \$170,000.

Campbell & Company 2005 - 2006
Senior Consultant

- Provide counsel to clients in the form of; case statement and messaging plans, comprehensive campaign planning, one-on-one training as well as development office oversight and guidance.

Campbell & Company contd.

- Conducted feasibility studies for clients and organizations to determine: donor and major gift base, volunteer and leadership base, campaign rationale and create campaign case statement
- Perform development office program assessments and make recommendations on: resource allocation, program efficiency, cultivation and solicitation strategies and infrastructure and staff support.

University of Chicago, Graduate School of Business (GSB) 2002 - 2005

Associate Director, Office of Special Gifts

- Collaborated with President, Dean and Board members to solicit \$14 million gift for new GSB Building.
- Advised, briefed and provided strategic guidance to Dean and Board members in gift solicitation.
- Received over \$4 million from alumni and friends in outright, planned and deferred gifts.
- Managed multiple projects, events and activities.

Northwestern University

Director of Development, School of Education and Social Policy (SESP) 2000 – 2002

- Solicited major gifts to support capital and endowment needs.
- Collaborated with faculty to write and submit successful corporate and foundation proposals.
- Led strategic implementation and established marketing strategy for the School's first giving society.
- Expanded the operating and programmatic budget of the School.
- Created stewardship strategies and instituted strategic systems for the School.

Concord Academy

1998 – 2000

Major Gifts Officer

(Term Position)

- Cultivated, identified and solicited alumnae/i, parents and friends at \$25,000 and up level.
- Recruited, trained and supported volunteers in the solicitation of major gift prospects.
- Managed regional solicitation efforts and volunteers during capital campaign.
- Organized and planned campaign events.
- Led Senior Parent Gift effort and raised a record \$500,000.

Yale University

1996 – 1998

Assistant Director of Leadership and Major Gifts

(Term Position)

- During a successful \$1.5 billion campaign, solicited alumni for gifts of \$50,000 and up level.
- Responsible for solicitation and stewardship of four hundred major prospects in seven regions.
- Recommended gift vehicles for donors based on knowledge of planned and deferred giving strategies.
- Managed sixty volunteers and coordinated regional solicitation efforts during and after campaign.

Connecticut College

Director of Unity House

1993 – 1996

- Supervised an administrative staff of six. Oversaw and administered Center budget of \$100,000.
- Designed, implemented and taught Academic Success Course in concert with the Dean of Freshmen.
- Oversaw the organization and implementation of all student events and activities.
- Planned and facilitated freshmen orientation program for students of color and their families.

PROFESSIONAL AND VOLUNTEER ACTIVITIES

• **National Able Network**

Member, Board of Directors

2005 – 2007

The National Able Network is a non-profit agency, which serves individuals, families and communities. Able provides job training, job search and workforce re-entry skills to people of all ages and skill levels.

• **Association of Fundraising Professionals (AFP)**

2005 – present

• **Council for Advancement and Support of Education (CASE) Member**

1996- 2005

Midwest Educators Advancement Network (CASE affiliated) Conference Coordinator

2001

Carman Weathington

PROFESSIONAL EXPERIENCE

IFCJ -The International Fellowship of Christians and Jews, Chicago, IL 2006 to Present
Non profit humanitarian fundraising organization that successfully generates upward of 70 million annually to fund grants and charities for needy organizations and people. Business actives and offices in the US, South America, Canada and Israel

Corporate Director, Human Resources

Responsible for HR Strategy, Employee Relations, Recruitment and Selection, On Boarding, Compensation and Benefits, Payroll, Training and Organizational Development

VHS- VANGUARD HEALTH SYSTEM, Nashville, Tennessee 2001 – 2006

For profit hospital system that owns and operates 16 acute care hospitals with complementary facilities and services in the markets of Chicago, IL , Phoenix, AZ, San Antonio, TX and Boston, MA

Manager, Human Resources - Employee Relations

Chicago Market - Weiss Memorial Hospital and MacNeal Health Network, Chicago, IL

For profit community hospitals with 18 off site outpatient centers, Occupational Health Program, Behavioral Health Programs, home care agency and reference lab

Responsible for Employee Relations, Organizational Development, Management Development, and Training

BRITANNICA.COM INC., Chicago, Illinois 2000 – 2001

A Global internet Technology Company, publishing educational information from encyclopedia on website

Director, Human Resources

Responsible for Recruitment and Retention, Employee Relations, Organizational Management Development and Strategic Planning

HUMAN RESOURCES CONSULTANT, Chicago, Illinois 1999 – 2000

Self-Employed

- Rush University Medical Center - Chicago, Illinois, Project Focus: Recruitment and Selection
- Japha International Telecommunications – Oakbrook, Illinois, Project Focus: Implementation Consultant – Start up HR Function
- Community Counseling Centers of Chicago (C4) - Chicago, Illinois, Project Focus: Human Resources Audits and Interim Management
- University Park, Village - University Park, Illinois, Project Focus: Strategic Planning and Performance Appraisal Development

THE FAMILY LINK, Chicago, Illinois 1997 – 1999

A Child welfare agency with three offices located in Chicagoland areas

Director, Human Resources

Responsible for Recruitment, Training & Development, Employee Relations, Strategic Planning, and Comp & Benefits

ADVOCATE HEALTHCARE SYSTEM, Oakbrook, Illinois 1990 – 1997

A nonprofit multi-hospital system with 186 sites of care, home care agency, PPO in and around the Chicago land area and neighboring suburbs

BETHANY HOSPITAL, Chicago, Illinois, 1995 – 1997

Director, Human Resources

Responsible for Recruitment, Employee Relations, Management Development, Payroll, Strategic Planning and Workforce Diversity

GOOD SAMARITAN HOSPITAL, Downers Grove, Illinois, 1992 – 1995

Responsible for Internal Investigations, Policy Interpretation, Harassment Prevention, Diversity Monitoring

Employee Relations Specialist

CHRIST HOSPITAL AND MEDICAL CENTER, Oak Lawn, Illinois 1990 – 1992

Responsible for Behavioral Interviewing Tool Development, EEO Compliance, Job Description Development, Applicant Assessment, and Diversity Recruitment

Recruitment and Retention Specialist

EDUCATION

Roosevelt University, M A Industrial/Organizational Psychology, Chicago, Illinois

Saint Xavier University, B A Psychology, Chicago, Illinois

Computer Skills: Microsoft Office Suite

DANA THOMAS, CPA

6927 South Bennett Ave
Chicago, Illinois 60649

Danat5@hotmail.com
(773) 858-0979

SUMMARY

Strategic financial professional with 17 years of diverse planning, budgeting, analyses, reporting and extensive managerial experience within public accounting, for profit and nonprofit industries. Establish successful partnerships with all business units to develop operating and capital budgets to ensure financial resources are properly aligned with operational goals. Guide senior management and Finance Committee on key business decisions, policymaking and long term strategic development. Provide strategic direction for financial aspects of \$100+ million new museum project, including identifying and monitoring acquisition of funding, developing long-term financing strategy and project controls to ensure appropriate spending levels for project phases. Develop, recommend, and implement innovative solutions to ensure operational and financial goals are exceeded.

PROFESSIONAL EXPERIENCE

June 2003 –

CHICAGO CHILDREN'S MUSEUM, Chicago, IL

A non-profit organization with an annual operating budget of \$6 million

Vice-President of Finance and IT (November 2006 – present)

- Lead and develop Finance team to ensure achievement of operating and capital budgetary goals, maintain sound internal controls and cash management policies and procedures, and successful completion of all audit and government reporting requirements.
- Manage IT team to ensure a technological environment that can sustain a growing museum staff and facilitate positive guest experiences through the provision of state of the art technology, productivity tools, and appropriate training.
- Provide strategic direction for all aspects of \$100+ million tax exempt bond offering to finance construction of 120k square foot new museum, including development of financing strategy, preparation of RFP to various financial institutions, selection of financial advisor, underwriters and bond counsel, management of required documents and supporting schedules to facilitate close of deal.
- Provide leadership role in the financial management and structure of \$100+ million comprehensive campaign, including capital, endowment and operational components.
- Maintain existing debt compliance related to existing bonds; monitor performance of bond financing strategy; and continuous monitoring of credit market to fully understand market impact on company's investments and debt performance.

Associate Vice President, Finance/ Controller (June 2003 – November 2006)

- Responsible for overall accounting operations, financial reporting and analysis, investment management and related fiduciary responsibilities.
- Created monthly financial statements, reporting actual versus budget by major funds and on a consolidated basis.
- Developed financial analyses to better monitor daily cash activity and accounts payable. Trained staff to prepare financial analyses as part of their responsibilities.
- Led interdepartmental team in Financial System Upgrade which included re-development of chart of accounts and implementation of project, grant and budgeting management software
- Participated as Finance liaison on museum wide initiatives such as Fundraising Initiative, Museum Renovation, Youth Summer Intern Program, New Hire Orientation, Get Connected Program, etc.

September 1998 –
June 2003

UNITED AIRLINES, INC., Elk Grove, IL

Senior Staff Accountant/Supervisor (July 2002 – June 2003)

- Analyzed and journalized salary expense totaling approximately \$445 million monthly.
- Managed and trained employees to ensure proper withholdings from employee salary and remittance to third parties, including documentation and reporting to support adherence to GAAP, governmental regulations, and contractual obligations.

- Led team to create subsidiary ledger reporting for wage attachment liability account, which resulted in \$500,000 reduction of liability.
- Led change management initiative to process map deduction functions; ensuring proper documentation of critical processes, identifying internal control weaknesses, implementing procedures to mitigate weaknesses, promote departmental efficiency and improved organizational structure.

Staff Accountant – Passenger Revenue Accounting (September 1999 – July 2002)

- Performed business analyses, budget preparation, forecasting analysis, change management initiatives, project management and internal consulting for Passenger Revenue Accounting organization.
- Tracked and reported revenue associated with all ticket sales and lifted coupons worldwide totaling \$1 billion monthly.
- Implemented budgeting and forecasting process for revenue and expense categories with activity to \$80 million monthly.
- Created forecasting models that incorporated business cost drivers utilizing various methodologies such as trended regression analysis with seasonality factors.
- Led a complete review and
-
- update of all Revenue Accounting job descriptions and partnered with Human Resources to ensure equitable compensation, resulting in 67% of job descriptions and 25% of employee population’s compensation being modified.

Interline Accounting Supervisor (September 1998 – September 1999)

- Managed departmental budget and analyzed material variances of actual to budget. Identified process improvements to effect manpower efficiencies. Lowered manpower costs by 10% year over year with comparable work volumes.
- Managed and trained 25 employees to ensure proper preparation of journal vouchers, receivable billing, and reporting of financial information.
- Provided career development training and opportunities, prepared performance evaluations, and fulfilled all other personnel needs of staff.
- Managed \$300 million industry specific receivables and payables activity monthly.

**April 1997 –
September 1998**

**THINGS REMEMBERED, INC., Highland Heights, OH
Staff Accountant/Analyst**

- Developed multi-million dollar capital budget and fixed asset accounting function within large retail organization with sales totaling \$100 million annually, including a new system implementation.
- Prepared and issued month and year end financial statements with key budget variance and financial analysis reporting.

**June 1995 –
January 1997**

**PROMOTIONAL PACKAGING, INC., Louisville, KY
Financial Manager**

- Developed and implemented corporate accounting function within manufacturing firm with sales totaling \$8 - 10 million annually.

**March 1991 –
March 1995**

**WASHINGTON, PITTMAN AND MCKEEVER, CERTIFIED PUBLIC
ACCOUNTANTS, Chicago, IL
Senior Auditor/Staff Auditor**

- Performed and supervised audit engagements for entities within various industries, including governmental, retail, manufacturing, not-for profit, construction, and real estate management.

Computer Skills

Mainframe Applications:

PeopleSoft, Peachtree, SAP, Great Plains, Organizational Expense Reporting System, GLS Financial Reporting Tool, Blackbaud Not For Profit Accounting System, Raiser's Edge Contribution Tracking System, VISTA, The Financial Edge Accounting System

PC Software:

Microsoft Office Suite, Visio, Lotus, Quicken, and QuickBooks Pro

Education

**University of Illinois, Urbana, IL – Bachelor's of Science, Accountancy
Registered Certified Public Accountant – Illinois**

Ramona Singletary-Robertson

RamonaSRobertson@gmail.com

731 South Cuyler Avenue
Oak Park, Illinois 60304
Home (708) 383-5154
Cell (630) 215-5568

PROFESSIONAL WORK EXPERIENCE

HENRY FORD ACADEMY – POWER HOUSE CHARTERED HIGH SCHOOL, Chicago, Illinois
Chicago site of the Michigan-based model, conceived, develop and implemented in cooperation with Ford Motor Company and the Henry Ford Foundation to bring business, non-profit and public education into partnership to build schools that will nationally model innovative teaching, active learning and the development of responsible citizens.

Director of Counseling and Guidance Services (July 2008 to Present)

Lead and direct the development and implementation of college readiness and transition programs and serve as primary contact for all areas of student development.

- Conduct individual, small group and classroom student counseling sessions to monitor academic and social development. Direct the development of individualized plans to address developmental and academic achievement gaps for students.
- Facilitate test preparation activities and the administration of school-wide tests (EXPLORE, PLAN, PSAT and AP).
- Build and maintain relationships with colleges and universities in developing college transition initiatives. Partner with college and universities to plan college tours and other applicable events.
- Design and implement annual recruitment plan. Serve as primary liaison to feeder elementary and middle schools.
- Provide prevention and counseling services to students and their families. Make referrals for outside intervention services for students and their families.
- Manage all extracurricular events for students.
- Participate in strategic planning discussions relative to student school-life issues and concerns.

YOUTH and FAMILY GUIDANCE, INCORPORATED, Oak Park, Illinois

Independent, multi-faceted social service agency, contracted through Illinois Department of Children and Family Services (DCFS) and other private agencies, to provide therapeutic, mentoring and tutorial services to children and families in the Chicagoland area.

Independent Contractor (October 2006 to Present)

- Conduct weekly in-home therapy with clients.
- Prepare quarterly court reports for DCFS cases.
- Collaborate and plan treatment with case managers and others involved in client care.

NORTH LAWNSDALE COLLEGE PREPARATORY HIGH SCHOOL, Chicago, Illinois
Premier charter high school of the Chicago Public School system, established in June 1997. The curriculum and strategic mission of this inner-city school is to prepare students for a successful and positive undergraduate educational experience.

Director of Clinical Services (August 2006 to July 2007)

Newly created position that addressed and treated the psychological, sociological and learning challenges of inner-city high school students.

- Planned, designed and facilitated weekly group meetings on anger management, grief and depression and domestic violence and abuse.
- Conducted mental health assessments on students referred by school counselors, instructors and other staff members.
- Developed treatments plans, recommending techniques, tactics and other therapeutic interventions to enhance the academic success of students.
- Designed and delivered training to counselors, instructors and staff on dealing with problematic students.
- Coached, counseled and prepared students for admission and matriculation into elite and prestigious colleges and universities.

Director of Alumni Affairs (August 2002 to July 2006)

Faculty member charged with designing, executing and managing initiatives to assist and support students through undergraduate graduation.

- Promoted to the school's first Director of Alumni Affairs position.
- Served as chief faculty liaison to all local and national college and university partners. Also responsible for cultivating new partnerships with corporations and local businesses in support of our mission.
- Facilitated the matriculation process for all students. Designed and taught a college preparation course, covering an array of related topics including but not limited to completing college admission applications, applying financial aid and effective study habits.
- Managed all aspects of the Roberta Bachmann-Lewis Scholarship including applicant review, recipient selection and the distribution of funds.
- Conducted clinical therapy with referred students on social, emotional and economic issues.
- Exercised fiscal responsibility in managing the Alumni Affairs budget.
- Reported to the Board of Directors on metrics and performance relative to post-graduation critical success factors.
- Served as team leader for the Office of Student Life counseling staff. Supervise one student counselor.
- Designed, developed and delivered orientation programs for parents of matriculating students. Counseled and supported parents on related issues such as financial aid, budgeting and separation anxiety.
- Coordinated college tours, admission officer visits, and other ambassador activities.

Student Advocate (August 1998 to July 2002)

Served as the institution's first student advocate and counselor.

- Assisted students with understanding and dealing with their social, behavioral and personal problems, emphasizing preventative and developmental counseling.
- Provided students with life skills needed to deal with problems before they occur and enhance personal, social and academic growth.
- Assisted new students with their orientation to the school. Used academic and personal information for educational planning.
- Used educational, occupational and economic information to aid students in making and carrying out educational and vocational objectives.
- Assisted students in understanding and overcoming social and emotional problems.

CHILDSERV, Homewood, Illinois

Caseworker III (June 1997 to August 1998)

DUPAGE COUNTY HEALTH DEPARTMENT, Wheaton, Illinois

Mental Health Social Worker (February 1995 to May 1997)

CATHOLIC CHARITIES, Chicago, Illinois

Medical Social Worker (October 1994 to February 1995)

LIFELINK CORPORATION, Bensenville, Illinois

Foster Care Social Worker (August 1991 to October 1994)

EDUCATION

Master of Science - Human Service: Counseling (December 2002)

National-Louis University – Evanston, Illinois

Type 73 Certificate –School Counselor

Bachelor of Arts - Liberal Arts: Criminal Justice (August 1990)

Aurora University – Aurora, Illinois

PROFESSIONAL and CIVIC AFFILIATIONS

Adjunct Instructor – Northwestern Business College, Chicago, Illinois

Member - American School Counselor Association (ASCA)

Member – American Counseling Association (ACA)

Senior Mentor – Sister Net Association

REFERENCES AND SALARY HISTORY AVAILABLE UPON REQUEST

BRYCE H. BOWMAN

1405 North Orleans • Chicago, IL 60610
(281) 704 7904 • bbowman@learncharter.org

COMMUNITY & OTHER

- Volunteer 12-15 hours weekly as 1 of 4 Lead Mentors leading 110 adult volunteers mentoring 200+ “At Risk” Youth
- Avid Traveler and Continuous Learner; traveled to 30+ countries, acclimated in a variety of cultural environments, with work or study experience in Asia, Europe, and Latin America
- Tutored and volunteered in a variety of community programs—passionate about justice and opportunity for Urban Youth

PROFESSIONAL EXPERIENCE

SMB ASSET ADVISORS, LLC Asset Manager and Consultant (2009-2010) Chicago, IL

- Personally responsible for all government contracts, distressed debt and receivership work, and project underwriting
- Firm owns and manages over 1,000,000 square feet of commercial real estate property across 10 different locations
- Lead consultation efforts for Community Development and Not for Profit (501c3) clients to bring sustainability, clarity, and refinement to strategy, budget, operations, and/or facilities management

RANDOLPH EQUITIES, Director of Operations & Development (2006-09) Chicago, IL

- Director for Private Equity firm with \$100+ Million in Real Estate Development ongoing
- Member of Senior Management committee on all investments, responsible for all business plans and briefings to public
- Successfully constructed and developed 100+ townhomes, apartment units, and community center
- Built teams overseeing each project and revenue stream, in charge of streamlining all office and project processes
- Led all financial modeling and business planning efforts for debt partners, lenders and equity investors
- Personally interviewed, hired and managed all relationships with Consultants, Architects, Engineers, Zoning Attorneys, Contractors, Marketing Firms; Directly responsible for all analyst level hiring, HR management, and associated bonuses
- Managed legal teams and contract negotiations with transaction vendors, in charge of all acquisitions
- Point person for all Public Hearings; Work closely with Mayor’s Offices and all Community and Civic Organizations

BLACK KNIGHT DEVELOPMENT, Founder, Director of Finance and Underwriting (2004-06) Chicago, IL

- Founded company which developed, financed, acquired and constructed \$2M - \$5M commercial real estate projects
- Built strategic partnerships with civic and political groups, leveraging Veteran status and by demonstrating net benefits of each development plan, in order to receive approvals for multiple Planned Unit Developments
- Formulated all credit and equity structures and successfully obtained minimum of 80% bank financing on each project
- Raised \$2.4 Million in Equity by underwriting and authoring business plans to develop 2 multi-family properties, 1 retail plaza and 1 for sale mixed-use development, all in entrepreneurial startup company with little to no overhead
- Acquired 65,000 sf retail & office plaza, took plaza from 62% to 100% occupancy currently; Investors earned 25% IRR
- Performed financial analysis, raised 100% of equity, and successfully constructed and developed 48 apartments valued over \$3.5 Million; Investors earned 20+% Average Annual Returns

UNITED STATES ARMY, Captain

Brigade Budget, Logistics, & Finance Officer, 3rd Basic Training Brigade, CPT (2003-04) **Fort Leonard Wood, MO**

- Directed budget, development, and logistics for 1 of Army’s 55 Brigades, with 26 employees under management
- In charge of Facilities and Maintenance of 16 buildings with a \$90+ Million value; coordinated all cross unit trainings
- Directly responsible for \$2.1 Million operational budgets, personally wrote grants and raised additional \$600k in funding
- Oversaw 50+ food service personnel & Government purchase credit card programs, achieving exemplary annual audits

Quick Reaction Force (QRF) Platoon Leader, Task Force Falcon, 1st Lieutenant (2002-03) **Skopje, Macedonia**

- Rated as “rising star in today’s military,” selected (over 16 peers) to deploy 30 soldiers to Kosovo for United Nations mission; commended by US Ambassador to Macedonia for protection of US Embassy in combat environment
- Led over 150 armed escort and security patrol missions safely, worked with community organizers and policy advisors

Logistics & Budget Platoon Leader & Executive Officer, 1st Infantry Div., 2nd Lieutenant (2000-01) **Bamberg, Germany**

- Selected to lead unit of 51 soldiers and \$17 million in equipment as youngest of 20 officers; rated as “mature and ready”
- Managed food service unit, administrative unit, maintenance, supply and logistics for a Unit with over 100 employees
- Decorated for leading 130 soldiers responsible for air deployment of \$300 Million in equipment, in 90 days, for Iraq war

EDUCATION

WASHINGTON UNIVERSITY, Olin School of Business, Masters in Business Administration St. Louis, MO

- Graduated from Top 20 MBA program; completed International Residency with Fudan University in Shanghai, China

WEST POINT, United States Military Academy, B.S., American Politics with Systems Engineering FOS West Point, NY

- Selected to Dean's List four times, earned 3.43 GPA in Major, and completed advanced Systems Engineering track
- Selected as 1 of 2 class delegates to attend Naval Academy Foreign Affairs Conference
- Played on Varsity Army Football Team that went 11-2 earning a birth in the Independence Bowl

Project Narrative

Section 2 - Other Attachments: Letters of Support

Attachment 1:

Title: **Section 2 LEARN Letters of Support Pages: 33** Uploaded File: **K:\Foundations\Proposals 10-11\DOE\support letters\Section 2 letters of support2.pdf**

ROLAND W. BURRIS
ILLINOIS



United States Senate
WASHINGTON, D. C. 20510

July 12, 2010

Mr. James H. Shelton, III
Assistant Deputy Secretary
for Innovation and Improvement
US Department of Education
400 Maryland Ave., SW
Washington, D.C. 20202-5970

Dear Secretary Shelton:

I am pleased to write this letter of endorsement in support of LEARN Charter School Network application for funding from the Department of Education's Charter School Program. The LEARN Network has been in operation since 2001, providing the communities of Chicago's west side with a high-quality college preparatory elementary education.

The LEARN Network has expanded from one school to a growing Charter School Network of three schools serving nearly 1,000 students from pre-K through 8th grades, employing over 130 staff members.

LEARN's mission of providing students with the academic foundation and ambition to earn a college degree is one that I fully endorse. As I have worked to support and strengthen communities throughout the State of Illinois in which I serve, I am encouraged by the work of organization such as LEARN who through their efforts help to make our neighborhoods and cities stronger.

LEARN provides a quality education to all students throughout the City of Chicago, and I am delighted to support its candidacy for funding to replicate its schools.

Sincerely,

A handwritten signature in black ink that reads "Roland W. Burris".

Roland W. Burris
United States Senator



JOHN A. POPE

ALDERMAN, 10TH WARD
3522 EAST 106TH STREET
CHICAGO, ILLINOIS 60617
TELEPHONE: 773-721-1999
FAX: 773-721-5945

CITY COUNCIL

CITY OF CHICAGO

COUNCIL CHAMBER

THIRD FLOOR – CITY HALL
121 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60602
TELEPHONE: 312-744-3078
FAX: 312-744-6824

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July 13, 2010

Mr. James H. Shelton, III
Assistant Deputy Secretary for
Innovation and Improvement
US Department of Education
400 Maryland Ave., SW
Washington, D.C. 20202-5970

Dear Secretary Shelton:

I am pleased to write this letter of endorsement in support of LEARN Charter School Network. The LEARN Network has been in operation since 2001, providing the communities of Chicago's west side with a high-quality college preparatory elementary education.

The LEARN Network has expanded from one school to a growing Charter School Network of three schools serving nearly 1,000 students from pre-K through 8th grade, employing over 130 staff members.

LEARN's mission of providing students with the academic foundation and ambition to earn a college degree is one that I fully endorse. I have worked to support and strengthen communities in the 10th Ward of Chicago and am encouraged by the efforts of organizations such as LEARN who work to make our communities stronger.

LEARN is working to provide a high quality education to all students living in the 10th Ward. I am delighted to support its candidacy for funding to replicate and expand its schools.

Sincerely,

John A. Pope
10th Ward Alderman



One day, all children in this nation will have the opportunity to attain an excellent education.

TEACHFORAMERICA

July 14, 2010

Mr. Arne Duncan
Secretary of Education
U.S. Department of Education
400 Maryland Ave., SW
Washington, D.C. 20202-5970

Dear Secretary Duncan:

I hope this letter finds you well. I'm writing today to endorse the LEARN Charter School Network in its application for support from the Department of Education's Charter School Program. As you know, Teach For America's mission is to build the movement to eliminate educational inequity by enlisting our nation's most promising future leaders in the effort. Since our inception in 1990, the Teach For America network has grown to include 24,000 individuals. Currently, some 7,300 Teach For America corps members teach in 35 urban and rural areas.

We have partnered with the LEARN Charter School Network in Chicago and placed teachers in its schools successfully for the past three years. LEARN's network of charter schools have enabled Teach For America to place our teachers in high-performing charter elementary schools serving low-income communities throughout the city. LEARN's program of professional development and strong support of its instructors help teachers to be successful. Accordingly, we are happy to continue to partner with LEARN to place Teach For America corps members at its campuses.

Based on LEARN's track record of achievement and strong support of its teachers, we are pleased to endorse LEARN's application for support.

Sincerely,



Josh Anderson
Executive Director
Teach for America, Chicago



AN AMERICORPS PROGRAM

300 West Adams Street, Suite 1000 • Chicago, IL 60606 • P 312-254-1000 F 312-254-1014 • www.teachforamerica.org



July 9, 2010

Mr. Arne Duncan
Secretary of Education
U.S. Department of Education
400 Maryland Ave., SW
Washington, D.C. 20202-5970

Dear Secretary Duncan:

Inner-City Teaching Corps (ICTC) is pleased to write this letter of support on behalf of LEARN Charter School Network in its application for support from the Department of Education's Charter School Program. ICTC is a non-profit education and service organization that helps empower children in high need communities through provision of outstanding teachers and through leadership development.

ICTC offers an innovative and proven array of educational programs for urban youth and families. We bring positive educational approaches and problem solving abilities to challenging learning environments. ICTC has worked with the LEARN Charter School Network on leadership development through our ExSL program and we have placed teachers at LEARN campuses.

ICTC shares LEARN's mission of serving low income communities on Chicago's west side. LEARN's focus on recruiting and developing top leaders and teachers results in a strong school culture and high academic achievement.

Based on LEARN's track record of achievement, its high quality leaders, and its strong support of teachers, we are pleased to endorse LEARN's application for support.

Sincerely,

Claire Hartfield
Chief Operating Officer
Inner City Teaching Corps

THE UNIVERSITY OF CHICAGO



Urban Teacher Education Program

Urban Teacher Education Program
Urban Education Institute at University of Chicago

Mr. Arne Duncan
Secretary of Education
U.S. Department of Education
400 Maryland Ave., SW
Washington, D.C. 20202-5970

Dear Secretary Duncan:

The University of Chicago Urban Teacher Education Program (Chicago UTEP) is pleased to write this letter of support on behalf of LEARN Charter School Network in its application for support from the Department of Education's Charter School Program.

Chicago UTEP is a two-year master's degree program that recruits and prepares candidates with strong undergraduate backgrounds and a commitment to educational equity to teach in underserved urban public schools. Our particular emphasis is preparing elementary teachers and secondary mathematics and biology teachers for the Chicago Public Schools. Our mission is to prepare urban public school teachers of the highest caliber—professionals who engage in teaching as a highly intellectual career, and who are classroom-based, instructional leaders and agents for educational equity in their schools and the broader community.

Through Chicago UTEP's work with LEARN Charter School Excel Campus, UTEP has been able to work with Excel's principal and teachers to ensure that the classroom-based learning of our candidates is aligned with their coursework as well as with Chicago UTEP's core principles and values. LEARN's program of professional development and strong program of support for its instructors, helps teachers to be successful. Accordingly, we are happy to continue to partner with LEARN to place our recruits at their campuses.

Based on LEARN's track record of achievement as well as its strong support of its teachers, we are pleased to endorse LEARN's application for support.

Sincerely,

Dr. Kavita Kapadia Matsko and Dr. Marvin Hoffman,
Directors, Urban Teacher Education Program



YMCA of Metropolitan Chicago
801 North Dearborn St.
Chicago, IL 60610
312-932-1200
www.ymcachgo.org

July 1, 2010

Mr. James H. Shelton, III
Assistant Deputy Secretary
for Innovation and Improvement
US Department of Education
400 Maryland Ave., SW
Washington, D.C. 20202-5970

Dear Mr. Shelton:

The YMCA of Metropolitan Chicago is pleased to write this letter of endorsement in support of the LEARN Charter School Network.

Since 1858, The YMCA of Metropolitan Chicago has contributed to the lives of girls, boys, women and men of all ages, races, religions and economic backgrounds, and has been serving the diverse needs of communities through programs ranging from child care, affordable housing, street intervention, sports and fitness, and various programs for children, teens, adults and seniors. Through YMCA owned sites and community based sites, the YMCA strengthens the lives of hundreds of thousands of people each year.

The YMCA of Metropolitan Chicago has worked with LEARN Charter school since 2006, through its community Schools Initiative, and has provided an array of after school programs through LEARN's Romano Butler Campus since 2008. The YMCA of Metropolitan Chicago's Community Schools Initiative is a collaborative partnership of individuals and organizations working to provide high quality services to youth and adults within partner Chicago Public Schools. As a public charter school providing education to children in Chicago's underserved North Lawndale community, the YMCA of Metropolitan Chicago is delighted to work in partnership with LEARN to provide quality programming and services to the children served by LEARN.

Sincerely,

Tiffany Graham
YMCA Resource Coordinator

we build strong kids, strong families, strong communities



JUVENILE PROTECTIVE ASSOCIATION

June 30, 2010

To Whom It May Concern:

I want to express my wholehearted support for the exemplary work of LEARN Charter School. Now in the second year of our partnership with LEARN, the Juvenile Protective Association (JPA) provides counseling and social-emotional learning experiences to LEARN students who have experienced trauma and whose emotional and behavioral problems interfere with their ability to learn and reach their full potential. Because of LEARN's vital commitment to fully meeting the needs of all of their students, JPA's services were expanded in the 2009-2010 school year and will be further expanded this coming school year.

We have found that LEARN administrators, teachers, and support staff consistently demonstrate a thoughtful, respectful, and caring approach to educating children. The warmth, creativity, and enjoyment of learning that is conveyed upon entering a LEARN Charter School stands in stark contrast to the atmosphere of many inner-city schools. Just as importantly, LEARN has high expectations of its students and supports them in meeting those expectations. Mr. Greg White and his staff closely monitor test scores and progress over time of individual children and LEARN Charter Schools as a whole in order to continually improve student achievement.

Thus, JPA is honored to partner with LEARN Charter School. We hope that LEARN will continue to expand so they can provide a high quality education to more children in North Lawndale and throughout Chicago.

Please feel free to contact me at 312-440-1203 or sbudde@juvenile.org if you have any questions.

Sincerely,

Stephen Budde, PhD
Director of Clinical Programs
Juvenile Protective Association

Richard H. Calica
Executive Director

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Marillac Social Center

July 14, 2010

Mr. James H. Shelton, III
Assistant Deputy Secretary
for Innovation and Improvement
US Department of Education
400 Maryland Ave., SW
Washington, D.C. 20202-5970

Dear Mr. Shelton:

The Marillac Social Center is pleased to write this letter of endorsement in support of LEARN Charter School Network.

Marillac Social Center is a 501(c)3, non-profit organization that focuses on strengthening and empowering children and families. Established in 1914, Marillac provides early childhood education, teen mentoring, family support services and companionship and assistance to the elderly. Marillac strives to be a beacon of hope for the over 9,000 individuals served each year.

We have worked in collaboration with LEARN Charter School Network since 2009. Through our Social Work Internship program, we provide social work services and support to LEARN students at LEARN's Third Campus. As a Social Service Agency committed to strengthening and empowering families, this collaboration allows Marillac to partner with LEARN, to support the low income children and families served by LEARN.

As a public charter school serving children in the west side, LEARN has worked as an active partner with Marillac Social Center to support its students.

Sincerely,

Maureen Hallagan
Executive Director

Sponsored by the Daughters of Charity
212 S. Francisco Ave. • Chicago, IL 60612 • 773.722.7440 • www.marillachouse.org



SFF Steans Family Foundation

July 2, 2010

Mr. James H. Shelton, III
Assistant Deputy Secretary
for Innovation and Improvement
US Department of Education
400 Maryland Ave., SW
Washington, D.C. 20202-5970

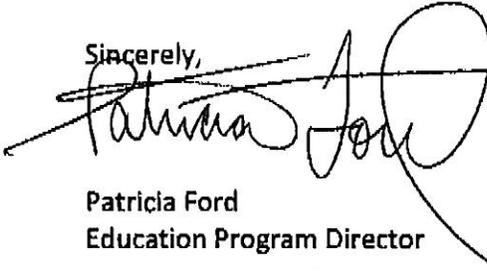
Dear Mr. Shelton:

The Steans Family Foundation is pleased to write this letter of endorsement in support of the LEARN Charter School Network. The Steans Family Foundation has worked with LEARN Charter school since 2006, and has supported its programs financially and endorsed it as a high performing charter school that is making a difference in the low income community of North Lawndale,

The Steans Family Foundation is a private family foundation that concentrates its grant making and programs in North Lawndale, a revitalizing neighborhood on Chicago's west side. By dedicating time, money, and skills, we work in partnership with local residents and institutions to build and enhance the North Lawndale community. Our Foundation's work supports the idea that effective revitalization can occur within the embedded social and economic networks that create and sustain communities. Further, we believe a high quality education is the best weapon to combat poverty.

We recently awarded LEARN a grant of \$100,000 in support of its Romano Butler Campus and its LEARN Excel Campus. We are pleased to endorse the LEARN Charter School Network's efforts to prepare low income children and their families for high school and college success.

Sincerely,



Patricia Ford
Education Program Director

50 East Washington Street • Suite 410 • Chicago, IL 60602 • (312) 467-5900 • Fax: (312) 467-1229



10900 Wilshire Boulevard, Twelfth Floor | Los Angeles,
California 90024

July 11, 2010

Mr. Arne Duncan
Secretary of Education
U.S. Department of Education
400 Maryland Ave., SW
Washington, D.C. 20202-5970

Dear Secretary Duncan:

It is my pleasure to provide a letter in support of the LEARN Charter School Network's application for support through the U.S. Department of Education's Charter School Program. The Broad Center for the Management of School Systems selects urban school districts and charter management organizations (CMOs) nationwide to partner with The Broad Residency program and become hosts for new Residents. The Broad Residency has matched 42 Residents as part of the 2010-2012 Cohort, and is happy to count the LEARN Charter School Network among our 28 partner organizations this year. As part of this partnership, The Broad Center has awarded LEARN a grant of \$47,500 to be paid in the 2010/11 school year and \$23,750 to be paid in the 2011/12 school year.

As you know, The Broad Residency is a two-year management development program that places talented executives from the business sector in management positions in urban school systems. We determine CMO placements for our Residents by identifying organizations which are located in urban areas, have at least three schools in operation in 2009-2010 and have viable and foreseeable plans for further expansion.

We have selected the LEARN Charter School Network as a Partner for our organization based on its:

- Executive leadership and governance structure;
- Fiscal and governance stability;
- Use of an effective educational model that improves student performance;
- Overall capacity and performance; and
- The role proposed for the Resident.

Thank you for your consideration of this letter in support of LEARN's important work to increase student achievement and expand their educational model.

Sincerely,

Becca Bracy Knight
Executive Director

T 310.954.5080
F 310.954.5081
info@broadcenter.org
www.broadcenter.org

Project Narrative

Section 3 - Other Attachments: Proof of Non-Profit Status, or not for-profit status

Attachment 1:

Title: **Section 3 proof of not for profit** Pages: **0** Uploaded File: **K:\Foundations\Proposals 10-11\DOE\Section 3 Proof of not for profit.pdf**

Section 3: Other Attachments

Proof of Non-Profit Status or
Not For-Profit Status

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 03 2002

Employer Identification Number:
36-4439074

DLN:
17053170048041

Contact Person:
DIANE M GENTRY

ID# 31361

Contact Telephone Number:
(877) 829-5500

LAWNDALE EDUCATIONAL AND REGIONAL
NETWORK CHARTER SCHOOL
C/O GREGORY WHITE
1070 S PLYMOUTH CT
CHICAGO, IL 60608

Accounting Period Ending:
June 30

Form 990 Required:
Yes

Addendum Applies:
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware

Letter 947 (DO/CG)

LAWNSDALE EDUCATIONAL AND REGIONAL

of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

Letter 947 (DO/CG)

LAWNDALE EDUCATIONAL AND REGIONAL

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Steven T. Miller
Director, Exempt Organizations

Addendum

Letter 947 (DO/CG)

ADDENDUM

Lawndale Educational and Regional Network
Charter School

You are not subject to the specific publishing, reporting and record keeping requirements of Revenue Procedure 75-50, 1975-2 C.B., Page 587, so long as you operate as a charter school. If a charter is not granted, you should notify us. You will then be required to comply with Revenue Procedure 75-50.

Project Narrative

Section 4 - Other Attachments: Schools Operated by Applicant

Attachment 1:

Title: **Section 4 Schools Operated by LEARN** Pages: **147** Uploaded File: **K:\Foundations\Proposals 10-11\DOE\Schools and Principals\Section 4- Schools operated by LEARN.pdf**

Section 4: Other Attachments

Schools Operated by Applicant

Section 4: Other Attachments

Schools Operated by Applicant

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LEARN Charter School Network Schools

LEARN Romano Butler Campus
Grades Pre Kindergarten through Eighth
1132 S. Homan Ave
Chicago, Il 60624
P (773) 826-6330 F (773) 826-0015
Principal: Robin Johnson

Established June 2001

LEARN Excel Campus
Grades Kindergarten through Third
2401 W. Congress Parkway
P (312) 243-70001 F (312) 243-7160
Principal: Sekou Robertson

Established August 2008

LEARN Third Campus
Grades Kindergarten through Third
212 S. Francisco Avenue
Chicago, IL 60601 F (773) 826-0266
Principal: Patrick Love

Established August 2009

LEARN South Chicago
Grades Kindergarten through Third
8914 S. Buffalo Ave
Chicago, IL 60617
Principal: Elizabeth Kastiel

Will Open September 7, 2010



LEARN Charter School Network
Human Resources Department

July 1, 2010

Robin Johnson
3506 West 75th Place
Chicago, IL 60652

Re: Letter of Reappointment for school year 2010-2011

Dear Robin:

I am delighted and excited to confirm your reappointment to the role of Principal at the Romano Butler campus with LEARN Charter School Network effective July 1, 2010. Your compensation will be discussed when you receive your final performance evaluation during the week of July 19, 2010.

This offer will be effective only after you verify all current or new certifications. Please provide a copy of your current or updated certification and license when you return your signed letter. All LEARN employees are hired on an "at will basis;" as defined by the Illinois State Employment Law.

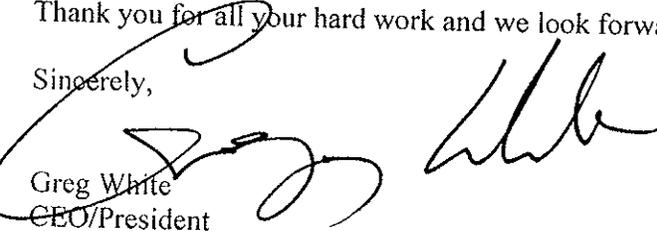
Below is a summary of benefits currently offered to our Instructional staff at LEARN:

Paid Vacation and Holidays	Paid Sick Days and Personal Days	Employee Assistance Program
Medical and Dental Insurance	Employer Paid Life Insurance	Short Term and Long Term Disability
Retirement Plans - Employee Contribution	Certified Teacher's Pension Fund (certified teachers only)	Bonus Eligibility

If you are already enrolled in the various programs, there is no need to take any action until re-enrollment is announced. However, I would encourage you to revisit your retirement savings allocation as it is always important to plan for the future. Should you have any questions regarding benefits, please contact Human Resources at 312.243-7001 x 2410 for assistance.

Thank you for all your hard work and we look forward to continued success in the next school year.

Sincerely,


Greg White
CEO/President
LEARN Charter School Network



LEARN Charter School Network
Human Resources Department

July 1, 2010

Sekou Robertson
631 Linden Avenue
Bellwood, IL 60104

Re: Letter of Reappointment for school year 2010-2011

Dear Sekou:

I am delighted and excited to confirm your reappointment to the role of Principal at the Excel campus with LEARN Charter School Network effective July 1, 2010. Your compensation will be discussed when you receive your final performance evaluation during the week of July 19, 2010.

This offer will be effective only after you verify all current or new certifications. Please provide a copy of your current or updated certification and license when you return your signed letter. All LEARN employees are hired on an "at will basis;" as defined by the Illinois State Employment Law.

Below is a summary of benefits currently offered to our Instructional staff at LEARN:

Paid Vacation and Holidays	Paid Sick Days and Personal Days	Employee Assistance Program
Medical and Dental Insurance	Employer Paid Life Insurance	Short Term and Long Term Disability
Retirement Plans - Employee Contribution	Certified Teacher's Pension Fund (certified teachers only)	Bonus Eligibility

If you are already enrolled in the various programs, there is no need to take any action until re-enrollment is announced. However, I would encourage you to revisit your retirement savings allocation as it is always important to plan for the future. Should you have any questions regarding benefits, please contact Human Resources at 312.243-7001 x 2410 for assistance.

Thank you for all your hard work and we look forward to continued success in the next school year.

Sincerely,


Greg White
CEO/President

LEARN Charter School Network



LEARN Charter School Network
Human Resources Department

July 1, 2010

Patrick Love
4750 North Clarendon Avenue Unit 1102
Chicago, IL 60640

Re: Letter of Reappointment for school year 2010-2011

Dear Patrick:

I am delighted and excited to confirm your reappointment to the role of Principal at the Learn 3rd campus with LEARN Charter School Network effective July 1, 2010. Your compensation will be discussed when you receive your final performance evaluation during the week of July 19, 2010.

This offer will be effective only after you verify all current or new certifications. Please provide a copy of your current or updated certification and license when you return your signed letter. All LEARN employees are hired on an "at will basis;" as defined by the Illinois State Employment Law.

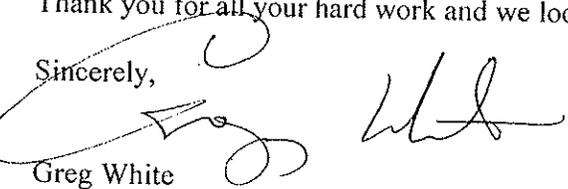
Below is a summary of benefits currently offered to our Instructional staff at LEARN:

Paid Vacation and Holidays	Paid Sick Days and Personal Days	Employee Assistance Program
Medical and Dental Insurance	Employer Paid Life Insurance	Short Term and Long Term Disability
Retirement Plans - Employee Contribution	Certified Teacher's Pension Fund (certified teachers only)	Bonus Eligibility

If you are already enrolled in the various programs, there is no need to take any action until re-enrollment is announced. However, I would encourage you to revisit your retirement savings allocation as it is always important to plan for the future. Should you have any questions regarding benefits, please contact Human Resources at 312.243-7001 x 2410 for assistance.

Thank you for all your hard work and we look forward to continued success in the next school year.

Sincerely,


Greg White
CEO/President
LEARN Charter School Network



March 22, 2010

Ms. Elizabeth Kastiel
2639 N. Whipple
Chicago, IL 60647

Dear Elizabeth,

I am delighted to confirm an offer of employment with LEARN Charter School Network "LEARN" in the position of Principal reporting to me, effective April 12, 2010. This offer of employment is contingent on LEARN obtaining a satisfactory background investigation report, drug screen/physical, reference checks, and receipt of this signed offer letter accepting the position. Your compensation will be at bi-weekly rate of \$3,653.85 less all applicable withholdings. You will be eligible to participate in all of LEARN's standard benefits after the plan's date of eligibility. If these terms are acceptable to you, please sign this letter, keep a copy for your files and complete and sign the enclosed Authorization for Background Check form and return the original by March 25 to initiate the hiring process.

Bonus. 1) You will be eligible for a one-time bonus of up to \$2,500 based on the successful launch of your new school. This includes but is not limited to hitting student enrollment targets, successful recruitment and training of staff, and the procurement of all necessary materials, furniture, etc. needed to launch the new school. This bonus will be paid on or before October 15, 2010. 2) After you complete your first 15 months of employment, you will also be eligible for a discretionary bonus of up to \$2,500. This will be determined based upon student academic outcomes, staff and parent surveys, and other criteria. This bonus will be paid on or before July 5, 2011.

Vacation and personal days. During any year in which you are employed during the initial or any subsequent term of this Agreement, you will be eligible to take up to five sick, two personal and fifteen vacation days. You are expected to take the vacation days when our school is not in session. The use of any paid time off is subject to all policies and practices relating to such paid time off as may be adopted from time to time by L.E.A.R.N. L.E.A.R.N.'s current policies and practices for the use of paid time off are summarized in our Employee Handbook. Please note however that the Employee Handbook is not a contract, and that the policies, practices, and procedures summarized in it are subject to change at L.E.A.R.N.'s sole discretion. Our policy does not allow employees to carry-over vacation days from year to year, meaning that any vacation days that are not used by the end of the school year will be forfeited.

Holidays. You will be paid for all federal holidays.

We are enthusiastically making preparations for your official start date with LEARN. In the meantime, please complete the enclosed forms and bring them with you on your first day to complete the new hire process.

- Confidential Agreement
- 403b Salary Reduction Form
- At-Will Employment Agreement
- Direct Deposit
- Blue Cross Blue Shield Medical Insurance Application
- IL Withholding Allowance Worksheet
- Federal Withholding Allowance Worksheet (W-4)
- I-9 Employment Eligibility Verification
- Authorization for Background Check
- Delta Dental Enrollment Application

Should you have any questions regarding benefits, please contact Human Resources at 312.243-7001 for assistance.

All LEARN employees are hired on an "at will basis;" this letter does not constitute a contract of employment. Additionally, please be aware that your compensation is considered confidential and not to be discussed with anyone at LEARN with the exception of your Supervisor.

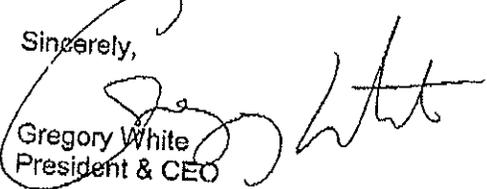
Confidentiality, Return of L.E.A.R.N. Property, Non-Compete and Non-Solicit. You acknowledge that all "Confidential Information" as defined below relating to L.E.A.R.N. to which you will have access as a result of your employment is proprietary to and the property of L.E.A.R.N. For purposes of this Agreement, Confidential Information is defined as all non-public information, data, materials, files, correspondence, designs, future plans and developments concerning L.E.A.R.N.; prospective and current donor information; personnel information concerning L.E.A.R.N. staff; Board activities; trade secrets as defined under applicable law; financial information and records; and other information and affairs of L.E.A.R.N. or its employees; provided they are not generally known to the public or within organizations such as L.E.A.R.N. and they derive at least a portion of their monetary and professional value to L.E.A.R.N. from the fact that they are confidential. You agree not to disclose or use any such Confidential Information, except as necessary to serve L.E.A.R.N.'s legitimate purposes. You agree to return all documentation, correspondence and any other data or property of L.E.A.R.N. upon termination of your employment, except as provided in writing by the Board. You agree that your obligations under these terms shall survive termination of your employment for any reason.

You agree that you will not, for the duration of your employment with L.E.A.R.N., directly or indirectly, as principal, agent, owner, partner, stockholder, officer, director, participant, independent contractor or employee (regardless of whether any such role involves compensation to you) engage in or be employed by any charter school that competes with L.E.A.R.N. in the Chicago metropolitan area and that is within a ten-mile radius of a L.E.A.R.N. charter school.

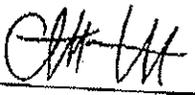
For the duration of your employment with L.E.A.R.N. and for one year after the termination of your employment, you agree that you will not, nor shall you permit any employees, agents or others under your control, directly or indirectly on behalf of yourself or any other person, to (i) solicit, recruit or otherwise induce any person who is an employee of L.E.A.R.N. or is otherwise in a relationship with L.E.A.R.N. to terminate that employment or relationship in order to compete against L.E.A.R.N., or (ii) contact, call upon, solicit or request donors or prospective donors of L.E.A.R.N. for the purpose or intent of causing the donors or prospective donors to terminate, cease or not continue their relationship with L.E.A.R.N.

LEARN looks forward to working with you to bring the highest level of educational excellence to the children in our schools.

Sincerely,


Gregory White
President & CEO

Please sign below to acknowledge and accept these terms of employment and return this letter within 3 business days. Thereafter this offer is voided

Elizabeth Maria Kastiel 

Signature

March 30, 2010

Date

RENEWAL OF CHARTER AND CHARTER SCHOOL AGREEMENT

(L.E.A.R.N. CHARTER SCHOOL)

THIS RENEWAL OF CHARTER AND CHARTER SCHOOL AGREEMENT ("Agreement") dated July 16, 2006 (the "Effective Date") is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate (the "Board") and the Lawndale Educational and Regional Network Charter School, 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.* (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 July 11, 2001, the Charter School entered into a Charter School Agreement with the Board for a five (5) year term commencing July 15, 2001 and ending

July 15, 2006, which was approved and certified by the Illinois State Board of Education (the "State Board");

WHEREAS, on November 22, 2005, the Charter School submitted an application to the Board (the "Application") to renew its Charter School Agreement, a copy of which Application is incorporated by reference as described in Exhibit A; 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, July 15, 2011, unless terminated or extended pursuant to the terms hereof.
4. Educational Program. The Charter School shall operate an educational program and program of instruction serving the educational needs of the students enrolled therein.
 - a. Name of School. The name of the school shall be known as "LEARN Charter 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 School Law.
 - c. Age, Grade Range. The Charter School shall provide instruction to pupils in grades Kindergarten through 8 as provided in the Application.
 - d. Enrollment. The Board has the right to establish an attendance

boundary for the Charter School. The Board shall notify the Charter School regarding its attendance boundary and the Charter School shall adhere to such boundary. The Charter School shall not conduct its lottery until one month after the specific application deadline determined by the Board for its high school magnet school program, which date will be conveyed to the Charter School by the Board's Office of New Schools ("New Schools Office"). 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 shall be witnessed by an independent third party or videotaped. The Charter School shall submit to the New Schools Office 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, and any supporting documentation within ten (10) business days of the lottery date. The Charter School shall not request information in the application process about a student's academic aptitude, special education needs or English language proficiency. Priority for enrollment may be given to siblings of pupils enrolled in the Charter School and to pupils who were enrolled in the Charter School the previous school year, unless expelled for cause. Using the lottery process required herein, the Charter School shall establish a waiting list of students who shall be offered the opportunity to enroll at the Charter School if additional space later becomes available. The Charter School shall not permit dual enrollment of any student at both the Charter School and another public school or non-public school. The Charter School's enrollment shall be no more than 1,125 students.

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 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 set forth in the Application and in accordance with 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. The Charter School shall notify the Board of any material change in its curriculum subsequent to the date of this Agreement.

i. School Year; School Days; Hours of Operation. Instruction shall commence in the 2006-2007 school year and subsequent school years on dates established by the Charter School, provided that the beginning date of instruction shall be no earlier than August 15 and no later than September 15 of the first academic and fiscal year. The days and hours of operation of the Charter School shall be as set forth in the Application or as otherwise established by the Charter School.

j. 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.j.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.j.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 July 1, 2006, or July 1 of any subsequent year, shall adopt such disciplinary code no later than September 1 of such 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 a vote of the Charter School's governing board. In the event that any student is suspended or expelled from the Charter School by action of the Charter School, the Charter School shall promptly notify the Board of such suspension or 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 and a record of the proceedings in which the expulsion decision was made. The Board may initiate additional disciplinary proceedings against any student expelled by the Charter School in accordance with its rules and procedures for the expulsion of students. Should the Board initiate additional disciplinary proceedings against the student, the Charter School shall provide factual information relating to the offense, including live testimony in an expulsion hearing.

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 July 1, 2006, or at least fifteen (15) days prior to the commencement of any subsequent academic year for which such election shall be effective. If the Charter School fails to submit a proposed disciplinary code or fails to adopt a disciplinary code, the CPS Conduct Code will be deemed to apply.

k. 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 5-25 members.

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

iii. Members 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.

l. 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 Parental 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.

m. Bilingual Education. The Charter School shall provide bilingual education services in a manner consistent with that in the Application, provided that the Charter School (1) shall 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, (2) shall assess the English language proficiency of all students identified as coming from a non-English speaking background, and (3) shall provide a bilingual education or English as a Second Language program for such students. Notwithstanding anything to the contrary in this paragraph, the Charter School shall have no obligation to provide bilingual education to a greater extent than required under the Charter Schools Law

and under any Federal consent decrees or other orders governing the provision of bilingual education services to students in the Chicago Public Schools.

n. School Calendar. No later than July 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.

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, national origin, religion, ancestry, marital status or need for special educational services. The Charter School shall also comply with the following, to the extent applicable to Charter Schools:

i. The No Child Left Behind Act of 2001 (PL 107-110, signed January 8, 2002);

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 as amended) regarding fingerprint-based criminal history records checks and checks of the Statewide Sex Offender 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 105/1.01 *et seq.*) 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 5/10-1 *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 Pension Code (40 ILCS 5/1-101 *et seq.*), subject to the limitations set forth in paragraph 6.j. below;

xiii. 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. A current list of such laws, which may be added to, deleted from or otherwise amended from time to time by the State Board, is attached hereto as Exhibit B;

xiv. 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. 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 F, 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 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 providing services at the Charter School. Such lists shall contain the names, job positions and social security numbers of all applicable employees. Such list shall also indicate: (1) for each employee, the date of initiation of the fingerprint-based criminal background investigation and a check of the Statewide Sex Offender Database required under Section 34-18.5 of the School Code and paragraph 5.e. of this Agreement, and the results of such background check; and (2) 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 September 1 of any school year, the Charter School shall provide the Board with such evidence of certification or other qualification no later than ten (10) business days after the individual's initial date of employment.

e. Criminal Background Checks. The Charter School shall not knowingly employ and shall not permit its subcontractors to knowingly employ any individual (i) for whom a fingerprint-based criminal background investigation and a check of the Statewide Sex Offender Database has not been conducted or (ii) who has been convicted of committing or attempting to commit one of the offenses enumerated in Section 34-18.5(c) of the Illinois School Code.

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. If the Charter School receives 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. Facilities.

i. Existing Facility. The Charter School shall be located at the following locations in Chicago, Illinois (each referred to as an "Attendance Center"):

Campus Name	Address	Grades	Maximum Enrollment
Romano-Butler	1132 South Homan Avenue	K-8	525
Excel	2401 West Congress Parkway	K-8	600

The Charter School shall have obtained and submitted to the New Schools Office for review no later than thirty (30) days prior to the commencement of operation of any Attendance Center: (1) all applicable occupancy permits and health and safety approvals for such Attendance Center; (2) an executed copy of the lease agreement for such Attendance Center, if occupied under a lease agreement; and (3) evidence of title to such Attendance Center, if owned by the Charter School. The Charter School shall take such actions as are necessary to ensure that all leases (for all Attendance Centers not owned by the Charter School), occupancy permits and health and safety approvals for all established Attendance Centers remain valid and in force, and shall certify to the Board by August 1, 2007 and thereafter no earlier than June 1 and no later than July 1 of each subsequent year during the term of this Agreement that such leases, permits, certificates and approvals remain in force.

ii. Change in Location; Additional Facilities. The Charter School may change the physical location of an Attendance Center, provided that the Charter School fulfills certain conditions of the Board and provides the information set forth in this paragraph with respect to such new physical location, and provided further that (1) the Charter School notifies the Board of the proposed change in location not less than one hundred and twenty (120) days prior to taking any final action in connection therewith; and (2) the Board, or its Chief Executive Officer, does not issue a denial to the Charter School within fourteen (14) days of its receipt of such notification. Upon the New Schools Office issuing a Request for Proposal for new school openings once every year, the Charter School may establish additional facilities provided that the Charter School fulfills certain conditions of the Board and provides the information set forth in this paragraph with respect to such additional facilities, and provided further that the Board approves such additional facilities. Such a change in the physical location of an existing Attendance Center or establishment of a new Attendance Center by the Charter School shall be deemed a material modification of this Agreement which requires the prior approval of the Board and State Board to be in full force and effect.

iii. Compliance with Disability Access Laws and Regulations. The Charter School shall ensure that its facilities and operations comply 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 the Charter School enters into a lease agreement with the Board to occupy a Board facility to operate an Attendance Center, the terms and conditions of the lease agreement shall control as to that Attendance Center.

iv. ADA Plans. The Charter School shall submit facility plans for each Attendance Center which shall comply 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 Plans shall be submitted to the Board for approval which shall not be unreasonably withheld. Any such ADA Plans submitted to the New Schools Office and approved by the Board shall be incorporated herein by reference and made a part of this Agreement. Failure to submit ADA Plans to the New Schools

Office 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 and to 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 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.*) and the Illinois Education for Homeless Children Act (105 ILCS 45/1-5 *et seq.*) 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.

6. Financial Operations of Charter School.

a. Financial Management. 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 cash 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.

b. Budget and Cash Flow. The Charter School shall prepare and provide to the Board a copy of its annual budget and cash flow projections for each fiscal year by no later than July 1 of such fiscal year. 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. and Exhibit C, in four quarterly installments payable on or before 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. The first such distribution shall be July 22, 2006. 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 based on the procedure set forth in Exhibit C and shall provide this amount to the Charter School for each pupil enrolled at the Charter School as follows:

i. First Installment (July 22). The amount of the Board's first quarterly payment shall be based initially on a pre-enrollment report provided to the Board no later than June 22 of each year, which pre-enrollment report shall contain the names and addresses of all students enrolled in the Charter School. It is understood and agreed that the first installment for each school year will be remitted only upon the Board receiving all of the following: (1) the pre-enrollment report from the Charter School, (2) all Attendance Center submissions as required under paragraph 6.m. herein; and (3) all submissions due each July 1 including those required under paragraphs 4.j. regarding discipline, 4.n. regarding school calendar, 5.g. regarding building certificates, 6.b. regarding budget, 8 regarding insurance, and 10.b. and 10.c. regarding special education staffing.

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 the twentieth day of the first semester, 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 Charter School's first semester enrollment, as determined under paragraph 6.d.ii. and shall be equal to one half of the aggregate amount of the first and second payments.

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 the tenth day of the second semester, as verified by attendance records, multiplied by one-half the per capita tuition amount.

e. Supplemental General State Aid and Title I Funds. The Charter School shall furnish the Board with eligibility data regarding Supplemental General State Aid ("State Aid") and Title I eligible students enrolled in the Charter School. State Aid 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 State Aid funds paid and the amount of State Aid funds to which the Charter School was entitled during such payment period. Such amounts shall be in addition to the per pupil funding amounts provided under paragraph 6.d. hereof and Exhibit C hereto, and shall be sufficient to comply with all provisions of the Charter Schools Law, including Section 27A-11 thereof.

f. Refund of Unspent Funds. In the event that this Agreement is revoked or is not renewed by the Board, the Charter School shall refund to the Board all unspent funds in accordance with Section 27A-11(g) of the Charter Schools Law.

g. 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. In addition, the parties acknowledge that the Charter School is or may be entitled to other categorical State and Federal sources of funds for schools which are not included in the per capita tuition payment described in Exhibit C hereto.

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 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 in the amount of that employer's proportionate share of State funds made available to the Chicago Public Schools for such purpose. The Board shall not have any duty to make the employee's or other staff's member 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.

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 forty-five (45) 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 45-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; and (7) internal control procedures for cash receipts, cash disbursements and purchases.

l. Annual Audits. 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 by July 15th of each year of this Agreement, 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 made available to the Board no later than November 1 of each year during the term of this Agreement, beginning with November 1, 2007.

m. Quarterly Financial Reports. The Charter School shall prepare or cause to be prepared quarterly financial reports in conformance with Exhibit D, which shall be provided to the Board on or before January 14, April 14, July 14 and October 14 of each year, beginning October 14, 2006.

n. 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 Individual Educational Plan and English Language Learner data, via the Board's Student Information/IMPACT System ("SI/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 SI/IMPACT System on a daily basis by the Charter School (or on any other time-frame basis as determined by the Board). The Board shall provide the Charter School with the necessary SI/IMPACT System access, software and training to allow Charter School personnel to use the Board's SI/IMPACT System and input enrollment/attendance data.

o. Withholding of Funds. In the event the Charter School fails to (1) submit to the Board any documents or information required under this Agreement, (2) follow any procedures or policies set forth in this Agreement, (3) submit any other data required by the Board or State Board, (4) meet teacher certification levels, or (5) make timely employee contribution deductions to the Chicago Teachers Pension Fund; the Board may withhold any and all payments of funds to the Charter School providing the Board gives the Charter School written notice enumerating the specific failure(s) and the period of time during which the Charter School shall have the opportunity to cure such failure(s) after the Charter School's receipt of such written notice. Upon the Charter School's cure of any such failure(s), the Board shall immediately release any and all payments of funds due the Charter School. Repeated violations of this paragraph shall be deemed a material violation of this Agreement, and the Board may revoke this Agreement and the charter of the Charter School in accordance with paragraph 13 herein.

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 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 E 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 E.

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 F ("Accountability Plan"). Due to potentially sweeping changes regarding testing requirements and other accountability standards that may occur because of the enactment of the No Child Left Behind Act or other laws or mandates, the parties agree that the Accountability Plan attached as Exhibit F hereto is subject to re-negotiation effective on or before June 30 of each year of the Agreement upon written notice from the Board no later than April 1 of each year. The parties agree to work diligently and in good faith to re-negotiate the Accountability Plan so as to comply with any and all required changes regarding accountability standards which are applicable to charter schools.

b. Standardized Tests. The Charter School shall administer such standardized tests of academic proficiency as are provided for in the Board's policies and procedures, and shall participate in State assessments required by Section 2-3.64 of the Illinois School Code.

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. Specialized Services.

a. The Charter School shall provide special education and related services to students with disabilities in accordance and compliance with (i) the student's IEP; (ii) the Individuals with Disabilities Education Act (20 U.S.C. §1401 *et seq.*); (iii) the

Board-approved "A Procedural Manual Educating Children with Disabilities in Chicago Public Schools", revised edition 2002, as may be amended from time to time, which is incorporated herein by reference; (iv) any and all Federal court orders applicable to children with disabilities in the Chicago Public Schools including, but not limited to, Corey H, 92 C 3409; and (v) any and all service bulletins issued by the Board's Office of Specialized Services.

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 student's IEP.

c. Staffing Election of Clinicians. The Charter School may elect to hire its own clinicians to provide IEP services to its students with disabilities enrolled at the Charter School or it may elect to have the Board furnish clinicians to serve the Charter School's students with disabilities. The Charter School shall notify the Board in writing, by July 1 of each year, of its election regarding the staffing of clinicians if such staffing is required by its students' IEPs. If the Charter School elects to have the Board furnish the necessary clinicians, the Board shall assign the necessary staff to the Charter School. If the Charter School elects to hire its own clinicians, the Charter School shall be reimbursed by the Board.

d. Staff Requirements. Annually, in accordance with the Board's budgetary process, the Charter School shall receive the projected staffing allocation for special education teachers, paraprofessionals and clinicians required by State guidelines, based on students enrolled at the Charter School, entered into and identified as needing services by the students' IEPs and the Board's SI/IMPACT System. The Board may during the school year issue adjustments to these staff requirements to accommodate changes in the enrollment and IEP needs of the Charter School's students. All special education teachers, paraprofessionals and clinicians employed by the Charter School shall have the requisite qualifications, Illinois certificates and/or licenses.

e. 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) 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 of such students. Such additional resources shall be sufficient to comply with all provisions of the Charter Schools Law, including Section 27A-11 thereof.

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 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 G attached hereto must be incorporated into any such contract.

12. Renewal of Charter; Failure to Renew. No later than January 1, 2011, and no earlier than September 1, 2010, but in no event later than the date set by the New Schools Office, 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 annual report and financial statement of the Charter School, including financial information specific to each Attendance Center or campus, if applicable. 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 the New Schools Office in accordance with paragraph 4 of Exhibit F.

Within the time frame set forth in the Charter Schools Law, the New Schools Office 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 the New Schools Office. 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 whole or as to any Attendance Center or campus, if applicable, in accordance with Section 27A-9 of the Charter Schools Law, if the Board clearly demonstrates that the Charter School, or any Attendance Center or campus, 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; or
- e. Committed a material breach of any contract between the Board and the Charter School for the operation of early childhood services including, but not limited to, a pre-Kindergarten program.

In addition, the charter of the Charter School may be revoked in the event that the parties agree to terminate this Agreement by mutual consent pursuant to paragraph 23 of this Agreement, or in accordance with any specific revocation indicators set forth in paragraph 4 of Exhibit F.

In the event that the Board proposes to revoke this Agreement and the charter of the Charter School, in whole or as to any Attendance Center or campus, the Board shall provide the Charter School with 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, its faculty, students, patrons, employees, guests or agents, (ii) any act or omission to act, whether negligent, willful, wrongful or otherwise 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 (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 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, agents, officers or employees, 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. 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.

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

18. 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.

19. Counterparts; Signature by Facsimile. This Agreement may be signed in counterparts, which shall together constitute the original Agreement. Signatures received by facsimile (with confirmation thereof) by either of the parties shall have the same effect as original signatures.

20. 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 the Application, this Agreement, and the Charter Schools Law.

21. Amendments. This Agreement may be amended only by written consent of the parties hereto and, in the case of material amendments, only after submission of such amendments to, and approval by, the State Board in accordance with Section 27A-6(e) of the Charter Schools Law. For purposes of this Agreement, the parties acknowledge that material changes include, but are not limited to, the following: (a) the addition of new grades; (b) an increase in enrollment capacity; (c) a move to a new Attendance Center; (d) the addition of a new Attendance Center or campus; and (e) any and all other material modifications to this Agreement.

22. 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.

23. 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.

24. 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 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: L.E.A.R.N. Charter School
1132 South Homan Avenue
Chicago, Illinois 60624
Attn: Courtney Francis
Facsimile: (773) 826-0015

With a copy to: Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe, Suite 3700
Chicago, Illinois 60603
Attn: William R. Loesch

If to the Board: Chicago Board of Education
Office of New Schools
125 South Clark Street, 5th Floor
Chicago, Illinois 60603
Attn: Joshua R. Edelman, Executive Director
Facsimile: (773) 553-2199

With a copy to: Chicago Board of Education
Law Department
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Attn: Patrick J. Rocks, General Counsel
Facsimile: (773) 553-1701

25. Audit and Document Retention. The Charter School shall maintain records showing time expended and costs incurred in operating the Charter School. All records referenced above and all records required to be maintained as part of operating the Charter School shall be retained for five (5) years after the term of this Agreement and shall be subject to inspection and audit by the Board. The Charter School shall include in all subcontractor agreements provisions requiring subcontractors to maintain the above described records and allowing the Board, the Inspector General of the Board, and their duly authorized representatives the same right to inspect and audit said records as set forth above with respect to the books and records maintained by the Charter School.

26. Severability. 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.

27. 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.

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

29. 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.

30. 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.

31. 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 amended and restated Agreement as of the effective date hereof.

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: Michael Scott
Michael Scott, President

LAWNDALE EDUCATIONAL AND REGIONAL NETWORK CHARTER SCHOOL, INC.

By: [Signature]
Name: Begonya White
Title: President + CEO

ATTEST:

By: Estela H. Beltran
Estela G. Beltran, Secretary

ATTEST:

By: Miyoshi Knox
Name: Miyoshi Knox
Title: Principal

Dated: 4/6/09

Dated: 3/31/09

Board Report: 06-0222-EX14; 06-0628-AR2-13; 06-0823-AR1-9;
06-1025-AR2-7; 06-1220-EX3; 07-0425-AR1-4;
07-0627-AR1-18; 07-0822-AR1-13; 07-1024-EX3;
07-1219-AR2-31; 08-0227-AR2-21; 08-0423-EX8;
08-0723-EX12; 08-1119-AR2-36; 08-1217-EX3

Approved as to legal form: [Signature]

Patrick J. Rocks
Patrick J. Rocks, General Counsel

Attachments:

- Exhibit A - Application
- Exhibit B - State Board List of Health & Safety Laws Applicable to Charter Schools
- Exhibit C - Funding Determination Procedure
- Exhibit D - Quarterly Financial Report
- Exhibit E - Insurance Requirements
- Exhibit F - Accountability Plan
- Exhibit G - Comprehensive Management Services Contract Requirements

EXHIBIT A

APPLICATION

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

1. The renewal Application of the Charter School dated November 22, 2005 as approved by the Board on February 22, 2006.

EXHIBIT B

STATE BOARD LIST OF HEALTH AND SAFETY LAWS
APPLICABLE TO CHARTER SCHOOLS

1. The Following Sections of the Illinois School Code, 105 ILCS 5/1-1 et seq.:
 - a. Section 2-3.12 (requires compliance with State Board building and life and safety codes).
 - b. Sections 10-20.5b, 34-18.11 (prohibits tobacco use on school property).
 - c. Section 10-20.17a (requires in-service training for school personnel who handle hazardous or toxic waste).
 - d. Section 10-21.10 (prohibits students from having electronic paging devices on school property).
 - e. Section 10-21.11 (requires schools to have policies for handling students with chronic infectious diseases).
 - f. Section 27-8.1 (requires that students have periodic health examinations and immunizations).
 - g. Section 10-22.21b (requires that schools have policies regarding administering medication to students).
2. Illinois Vehicle Code, 625 ILCS 5/1-101 et seq.
3. Eye Protection in School Act, 105 ILCS 115/0.01 et seq.
4. School Safety Drill Act, 105 ILCS 128/1 et seq.
5. Toxic Art Supplies in Schools Act, 105 ILCS 135/1 et seq.

EXHIBIT C

FUNDING DETERMINATION PROCEDURE

See attached.

CHARTER FUNDING DETERMINATION PROCEDURE

Charter School Funding Amounts for 2006-07 and 2007-08 Fiscal Years:

	2006-07 Fiscal Year	2007-08 Fiscal Year
Per Pupil Amount (K-8)	\$5,200	\$5,709
Per Pupil Amount (9-12)	\$6,250	\$7,136
School Size Per Pupil Amount (if maximum planned enrollment is 600 or less)	\$300	\$300
Reimbursement for Full-Time Special Education Teacher (Maximum)	\$65,000	\$65,000
Stipend for Case Manager for Special Education	\$1500 (\$750 per semester)	\$1500 (\$750 per semester)
Facilities Supplement Per Pupil Amount (if not in CPS building)	\$425	\$425
ELL Per Eligible Pupil Amount	\$589	\$589
NCLB Title I Per Eligible Student Rate	\$430 (with additional \$10 for each percentage point increase in poverty index)	\$430 (with additional \$10 for each percentage point increase in poverty index)
SGSA Per Pupil Amount (K-12) Full-Day	\$716	\$715
Employer Pension Contribution Amount (if applicable)	8.61% of pension-eligible salary	8.82% of pension-eligible salary

Funding amounts provided to the Charter School by the Board may be adjusted or vary 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. Base Allocation: The Charter School will receive from the Board a Base Allocation on a per pupil, per annum basis in accordance with the formula stated below or in the Final Budget Book adopted by the Board each fiscal year.

A. For each student enrolled at the Charter School, the Board shall provide to the Charter School an amount equal to the current fiscal year general revenues of the Board divided by the current fiscal year K-12 enrollment of the Board.

The general revenues shall include all revenues available to the Board for general use to support all pupils and programs including, but not limited to, General State Aid, General Operating Funds property taxes, Corporate Personal Property Replacement Tax revenues, and unrestricted State block grant revenues.

The general revenues shall not include revenues which may be used only for specific types of pupils, programs, or purposes, nor revenues which are

reimbursements for expenses associated with specific types of pupils, programs, or purposes including, but not limited to, State pension revenues, State and Federal special education revenues, State Chapter 1 revenues, and Federal Title 1 revenues. General revenues shall also not include available fund balance and interest on investments.

- B. For the 2008-09 fiscal year, the Per Pupil Funding Amount for schools serving grades Kindergarten through eight will be \$5,939. For subsequent years, the Per Pupil Funding Amount for grades Kindergarten through eight shall appear in the Final Budget Book adopted by the Board on an annual basis.
- C. For the 2008-09 fiscal year, the Per Pupil Funding Amount for schools serving grades nine through twelve will be \$7,424. This Per Pupil Funding Amount will be applied to all students in schools serving grades nine through twelve including all students in schools serving grades nine through twelve and any configuration of grades six through eight. For subsequent years, the Per Pupil Funding Amount shall appear in the Final Budget Book adopted by the Board on an annual basis.

II. **Additional Funding:** The Charter School may be eligible to receive additional funding from the Board on a per pupil, per annum basis if the Charter School satisfies the criteria described in any of the categories stated below:

A. School Size

Subject to funding availability, the Charter School will receive an additional \$300 per pupil if the maximum actual enrollment at each individual campus is 600 or less for high schools and 350 or less for elementary schools

B. Special Education Funding Amount

1. The Charter School will hire its own special education teachers based on the school's population of students with disabilities. The Charter School will receive reimbursement, on a quarterly basis, for its special education teachers based on the average cost of salary and benefits for full-time special education teachers employed by the Board. For the 2008-2009 school year, the reimbursement rate is up to \$65,000 per year, per full-time teacher. The maximum reimbursement to the Charter School for full-time special education teachers will be the lesser of the (i) product of the reimbursement rate multiplied by the number of full-time teachers eligible for the Charter School or (ii) aggregate sum of the actual salaries of the special education teachers employed at the Charter School.
2. The Charter School will hire its own paraprofessionals to provide the necessary supports required by its students' IEPs. The Charter School will receive reimbursement, on a quarterly basis, for such paraprofessionals

based on the average cost of salary and benefits for full-time paraprofessionals employed by the Board. For the 2008-2009 school year, the reimbursement rate is up to \$32,500 per year, per full-time paraprofessional. The maximum reimbursement to the Charter School for full-time paraprofessionals will be the lesser of the (i) product of the reimbursement rate multiplied by the number of full-time paraprofessionals eligible for the Charter School or (ii) aggregate sum of the actual salaries of the paraprofessionals employed at the Charter School for special education purposes.

3. If required by its students' IEPs, the Charter School may elect to furnish its own clinicians to provide support to its students with disabilities enrolled at the Charter School or it may elect to have the Board furnish clinicians to serve the Charter School's students with disabilities. If the Charter School elects to have the Board furnish the clinicians, the Board shall assign the necessary staff to the Charter School. If the Charter School elects to hire its own clinicians, the Charter School will receive reimbursement, on a quarterly basis, for its clinicians based on the average cost of salary and benefits for full-time clinicians employed by the Board. For the 2008-2009 school year, the reimbursement rate is up to \$65,000 per year, per full-time clinician. The maximum reimbursement to the Charter School for full-time clinicians will be the lesser of the (i) product of the reimbursement rate multiplied by the number of full-time clinicians at the Charter School or (ii) aggregate sum of the actual salaries of the clinicians at the Charter School.
4. The Charter School shall hire and pay a salary and benefits for its own qualified Case Manager; however, the Board will provide the Charter School with a stipend for such Case Manager. The amount of the stipend is subject to the terms of the agreement between the Board and the Chicago Teachers Union. The stipend amount for the 2008-2009 school year will be \$1,300 per semester.

C. Facilities

If the Charter School operates in a facility that is not owned and maintained by the Board or other City of Chicago agency, the Charter School will receive an additional allocation of \$425 per pupil.

D. English Language Learners

For the 2008-09 fiscal year, the Charter School will receive an additional per pupil funding amount of \$589 for each eligible English Language Learner ("ELL") student attending the Charter School. For the 2009-10 fiscal year and subsequent years, this ELL per pupil funding amount shall appear in the Final Budget Book adopted by the Board on an annual basis.

E. Categorical Funding

CPS shall use its best efforts to allocate Categorical Funds to eligible Charter Schools to support eligible programs provided to eligible students. The amount of Categorical Funds provided to a Charter School shall be dependent upon the number of eligible students engaged in comparable programs in comparable Chicago Public Schools. Eligibility criteria for Charter Schools, students and programs shall be reviewed and approved annually by both the Board's Chief Education Officer and the Illinois State Board of Education.

Availability of Categorical 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 CPS and other relevant regulatory organizations. The scope and frequency of program reporting shall be agreed upon by the Charter School and CPS prior to funding the relevant programs.

F. NCLB Title I funds

Federal NCLB funds will be allocated to the Charter School based on a Poverty Index which is calculated using two factors: (1) the number of students qualifying for Federal Free or Reduced Lunch ("FRL") and (2) the number of students receiving Temporary Assistance for Needy Families ("TANF").

The formula for determining the Charter School's Poverty Index is as follows:

$$\frac{40\% \text{ of TANF students} + 60\% \text{ of FRL students}}{\text{Total student enrollment}}$$

Total student enrollment is defined as the Charter School's attendance on the first Friday in December prior to the start of the relevant school year.

Each year, the Board determines a minimum Poverty Index threshold for Title I eligibility. For the 2007-2008 school year, that threshold was 40%. If the Charter School's Poverty Index was at least 40%, it shall be eligible to receive NCLB Title I funding for the 2008-2009 school year.

Allocations to the Charter School will be made on a per eligible student basis. The number of eligible students shall equal the numerator from the Poverty Index formula. The per eligible student rate shall begin at \$430 and increase by \$13 with each percentage point increase in the Charter School's Poverty Index. Thus, a Poverty Index ranging from 40-40.99% would result in \$430 per eligible student; a Poverty Index rating between 41-41.99% will result in \$443 per eligible student and so on.

During the first year of operation of a new Attendance Center or campus, because prior-year data is not available for the new Attendance Center or campus, such new campus shall be assumed to have a Poverty Index of 40% for its opening year if its three neighboring public schools receive Title I funds as well. A new campus therefore shall receive a Federal NCLB Funds allocation equal to 40% multiplied by total enrollment multiplied by \$443. Enrollment information captured on the first Friday in December of that first school year for the new campus will determine the allocation for the new campus for its second year.

Notwithstanding the foregoing, when a Charter School has multiple Attendance Centers or campuses, their NCLB Title I allocation will be received in aggregate based on the formula set forth herein above. Once the total allocation for that Charter School has been determined, the funds will be distributed to individual Attendance Centers based on the poverty data generated by each Attendance Center's low income count per the funding formula referenced above.

G. Supplemental General State Aid

The Charter School will receive Supplemental General State Aid ("SGSA") for each student receiving free or reduced-price lunches. Eligible students are counted on the first Friday in December for the following school year, but if the Charter School has a declining or increasing enrollment, its student count will be adjusted on the 20th day of the current school year. To determine the per-pupil SGSA rate, total SGSA funding is divided by the number of all CPS students who are eligible for free or reduced-price lunches. For the 2008-2009 school year, the SGSA per pupil rate for students in grades Kindergarten through twelfth will be \$735. The SGSA per pupil rate for students in pre-Kindergarten will be \$367.50 for eligible half-day students and \$735 for eligible full day students. The Charter School will receive an allocation that equals the SGSA per-pupil rate times the number of students eligible for free or reduced-price lunches.

During the first year of operation of a new Attendance Center or campus, because prior-year data is not available for the new Attendance Center or campus, such new campus shall be assumed to have a student eligibility for free or reduced-price lunch at a rate of 67%. A new campus therefore shall receive a SGSA Funds allocation equal to 67% of its projected enrollment multiplied by \$735. Enrollment information captured on the first Friday in December of that first school year for the new campus will determine the allocation for the new campus for its second year.

III. Required Employee Contribution to the Public School Teachers' Pension and Retirement Fund of Chicago ("CTPF"): Employees who participate in the CTPF are required to pay employee pension contributions in accordance with the

Illinois Pension Code. This statutorily required employee contribution is currently set at 9% of pension-eligible salary. Employers of CTPF members are authorized to deduct 9% of pension-eligible payroll as employee contributions and submit them to the CTPF within fifteen (15) business days of the pre-designated paydays. In accordance with Section 17-130.2 of the Illinois Pension Code (40 ILCS 5/17-130.2), the current 9% employee contributions may be funded, in whole or in part, by employers as agreed upon by the Charter Schools and its employees and treated as employer contributions for the purposes of determining federal tax treatment.

- IV. Deductions for Other Services Rendered: The Board may offer to provide Charter Schools with certain facility services including building maintenance, technology services, utilities, and safety and security ("Facility Services"). A Charter School located in a CPS building and utilizing the Facility Services will have such charges deducted uniformly from the quarterly payments issued by the Board and such services and charges will be outlined in the lease 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. A Charter School occupying a CPS facility may be required to purchase certain services as described in the Charter School's lease agreement.

EXHIBIT D
QUARTERLY FINANCIAL REPORT

SCHOOL NAME

	Quarterly Cash Flow Budget				July 1 to End of Quarter			
	First	Second	Third	Fourth	Total	Budget	Actual	Difference
(A) BEGINNING CASH								
Cash Receipts:								
Per Capita Revenues								
State Chapter 1								
Other Categorical:								
Grants								
Student fees								
Other:								
(B) TOTAL RECEIPTS								
CASH DISBURSEMENTS								
Direct Student Costs:								
Salaries and Benefits:								
Occupancy of Facilities:								
Office:								
Loan payments:								
Other:								
(C) TOTAL DISBURSEMENTS								
(D) NET RECEIPTS (B - C)								
ENDING CASH (A + D)								

NOTES:

The first dates of each quarter are July 1, October 1, January 1 and April 1.

Do NOT include capital loan proceeds and disbursements.

Ending Cash should correspond to actual bank balance.

Direct Student Costs: Classroom supplies, educational materials, instructional equipment, computers, field study, etc.

Salaries and Benefits: Salaries, pension, payroll taxes, health benefits, staff development.

Occupancy of Facilities: Rent or mortgage, utilities, maintenance.

EXHIBIT E

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 work under the Agreement and upon request, shall promptly provide a certified copy of any applicable policy of insurance. Minimum insurance requirements are:
 - 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 sexual abuse/molestation 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.
 - d. **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.

- e. **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.
 - f. **Property Insurance:** Property Insurance for full Replacement Cost of property, including Board 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.
 - g. **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.
 - h. **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 insurance company, or its 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 sixty (60) days prior written notice of material change, cancellation, or non-renewal be given to:

Board of Education of the City of Chicago
Office of New Schools
125 S. Clark Street, 5th Floor
Chicago, Illinois 60603
ATTN: Executive Director

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. The Board will not pay the Charter School for any work if satisfactory proof of insurance is not provided before the commencement of services.

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 placed on any indemnity in this Agreement that might be given as a matter of law.

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

Upon Board request, the Charter School and/or its subcontractors shall promptly provide a certified copy of any applicable policy of insurance. The Board reserves the right to modify, delete, alter or change insurance requirements at any time.

EXHIBIT F

ACCOUNTABILITY PLAN

See attached.

CHARTER ACCOUNTABILITY PLAN

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 and to annually publish the level of achievement of the Charter School with respect to those standards.

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, as may be amended from time to time.

2. Annual Performance Reports

Annually the Board shall publish a Performance Report 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/Compliance. A Performance Report for the preceding school year may be issued by April 1 of each year or as soon as the data and corresponding analysis is available.

Each category will have multiple Indicators and the Charter School's performance on each Indicator will be rated as:

1. High - clearly meets/exceeds expectations;
2. Middle - meets minimum requirements for that Indicator; and
3. Low - clearly does not meet expectations.

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

A. Pupil Performance

The intent of the Pupil Performance section is to provide a multi-faceted understanding of student performance at the Charter School upon which the Charter School's academic performance will be evaluated. Pupil performance will be evaluated based on both Absolute Performance and Relative Performance. The Absolute Performance Indicators will be rated as High, Middle or Low as defined above. (See Table I for performance levels for the rating system.) The Relative Performance Indicators will be

assessed as to whether or not the Charter School outperformed the comparison school average. (See Table II for Relative Performance Indicators.)

Standardized Tests

The Charter School shall participate fully in the Illinois Standards Achievement Test ("ISAT") for grades 3 through 8 and the Prairie State Achievement Examination ("PSAE") for grade 11. For comparison purposes, the Charter School shall participate in the Explore Test in grade 9 and the Plan Test in grade 10. Data from these assessments will be compiled and evaluated as described below. If for any reason the Chicago Public Schools ceases to use any of the assessment systems described herein, the Board, at its discretion, shall implement an alternate student assessment system and test measure criteria for Charter School accountability purposes.

Unique Standards and Assessments

In addition to standardized tests, the Charter School voluntarily may include Unique Standards and Assessments in its Accountability Plan. The Charter School may choose to implement alternative assessments to measure student achievement of existing Illinois Learning Standards. In addition, the Charter School may choose to implement unique learning or performance standards that are not part of the Illinois Learning Standards and to implement assessments for those unique standards. In either case, the standards must be measurable and assessed annually, and the assessment results must indicate if a student Meets or Does Not Meet the standard. In addition, the Charter School may document the growth and trend data for student performance as related to the standard. The Charter School's decision to implement unique standards and assessments shall not affect the Charter School's obligation to comply with the ISAT and PSAE assessments set forth in this Accountability Plan, and the Explore and Plan Tests as described above. Only those Unique Standards and Assessments agreed to by the Charter School and the Board by January 15 of each year may be included in the Performance Report.

Additional Student Performance Indicators

The Charter School's attendance rate, graduation rate (for high schools), dropout rate (for high schools), and percentage of students transferring out of the Charter School will also be assessed. While attendance rate data will be collected, classified, and reported annually, Low performance on this indicator alone (and no others) shall not be grounds for non-renewal or revocation. However, the Board may use Low performance on this measure as the basis for further inquiries about the Charter School's practices, which may be the cause of the Low performance. The Charter School shall cooperate with all reasonable inquiries by the Board in this regard.

Adequate Yearly Progress

As required by the Federal No Child Left Behind Act, Illinois has set annual Adequate Yearly Progress ("AYP") targets for student performance on the ISAT and PSAB assessments. Charter Schools receiving Title I funds must meet these targets to achieve AYP. If the Charter School receives Title I funds and fails to make AYP for 2 consecutive years, it shall be designated as a school in need of School Improvement and will face sanctions as required by Federal law. For purposes of this Agreement, the AYP target is one of many indicators to be assessed on an annual basis (see Table I). The Charter School will be ranked on the AYP indicator for purposes of this Accountability Plan. However, the Charter School will not face any sanctions if it is not receiving Title I funds.

At the time of execution of this Agreement, the annual AYP targets for the ISAT and PSAB are anticipated to be as follows. In the event that the AYP targets are revised, the Charter School will be subject to the revised targets.

Year	2006	2007	2008	2009	2010	2011	2012	2013	2014
Target	47.5%	55%	62.5%	70%	77.5%	85%	92.5%	92.5%	100%

Relative Performance Indicators

The Relative Performance of the Charter School will be determined by comparing the Charter School's performance relative to a weighted, aggregate average of the performance of the Chicago Public Schools within whose attendance boundaries the Charter School students reside, referred to as the "Comparison School Average" (see Table II).

Although Relative Performance Indicators will not be given a High, Middle or Low rating, the Board will review this data annually to determine how the Charter School is performing compared to the Chicago Public Schools that the Charter School students would otherwise attend. Table II will be completed and included in the annual Performance Report. This data will also be considered by the Board during renewal decisions.

CPS School Probation and Remediation Policy

Pursuant to the new Probation and Remediation policy for both elementary and high schools adopted April 25, 2007 (07-0328-PO1) by the Board, CPS may assign any charter or contract school, beginning in its third year of operation, an accountability designation for purposes of comparison to other CPS schools and public reporting. Under the policy, a school shall receive one of three ratings: Remediation, Probation or

Good Standing. In designating the status of a school, the level of the school's achievement and progress on the following indicators will be considered:

- a) Tests administered system-wide
- b) Attendance
- c) Student gain where available
- d) Graduation rate (high schools only)

Data and gains from the Explore Test and the Plan Test will be evaluated as EPAS, a performance component factoring into the school's designation. The CPS School Probation and Remediation Policy shall not govern the revocation or renewal of a school's charter or contract.

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Table I: Absolute Performance

Indicator	High	Middle	Low
ISAT: Reading Percent meet and/or exceed State standards	More than 70%	40% - 69.99%	Less than 39.99%
ISAT: Reading Percent meet and/or exceed standards in current year compared to the average percent of students meeting/exceeding standards on reading for the past 3 years	At least 2.0% increase	+/- 1.99%	At least 2.0% decrease
ISAT: Math Percent meet and/or exceed State standards	More than 70%	40% - 69.99%	Less than 39.99%
ISAT: Math Percent meet and/or exceed standards in current year compared to the average percent of students meeting/exceeding standards on math for the past 3 years	At least 2.0% increase	+/- 1.99%	At least 2.0% decrease
ISAT: Science Percent meet and/or exceed State standards	More than 70%	40% - 69.99%	Less than 39.99%
ISAT: Science Percent meet and/or exceed standards in current year compared to the average percent of students meeting/exceeding standards on science for the past 3 years	At least 2.0% increase	+/- 1.99%	At least 2.0% decrease
ISAT: Composite Percent meet and/or exceed State standards	More than 70%	40% - 69.99%	Less than 39.99%
ISAT: Composite Percent meet and/or exceed standards in current year compared to the average percent of students meeting/exceeding standards for the past 3 years	At least 2.0% increase	+/- 1.99%	At least 2.0% decrease

PSAE: Reading (11 th grade students only) Percent meet and/or exceed State standards	More than 70%	30% - 69.99%	Less than 29.99%
PSAE: Reading Percent meet and/or exceed standards in current year compared to the average percent of students meeting/exceeding standards for the past 3 years	At least 2.0% increase	+/- 1.99%	At least 2.0% decrease
PSAE: Math (11 th grade students only) Percent meet and/or exceed State standards	More than 70%	30% - 69.99%	Less than 29.99%
PSAE: Math Percent meet and/or exceed standards in current year compared to the average percent of students meeting/exceeding standards for the past 3 years	At least 2.0% increase	+/- 1.99%	At least 2.0% decrease
PSAE: Science (11 th grade students only) Percent meet and/or exceed State standards	More than 70%	30% - 69.99%	Less than 29.99%
PSAE: Science Percent meet and/or exceed standards in current year compared to the average percent of students meeting/exceeding standards for the past 3 years	At least 2.0% increase	+/- 1.99%	At least 2.0% decrease
PSAE: Composite (11 th grade students only) Percent meet and/or exceed State standards	More than 70%	30% - 69.99%	Less than 29.99%
PSAE: Composite Percent meet and/or exceed standards in current year compared to the average percent of students meeting/exceeding standards for the past 3 years	At least 2.0% increase	+/- 1.99%	At least 2.0% decrease
Attendance Rate (Evaluated by type of school - elementary or high school)	Top 25% of city's public schools	Middle 50% of city's public schools	Lowest 25% of city's public schools

Graduation Rate (High schools only)	Top 25% of city's public schools	Middle 50% of city's public schools	Lowest 25% of city's public schools
Transfer Out Rate (Evaluated by type of school - elementary or high school)	Top 25% of city's public schools	Middle 50% of city's public schools	Lowest 25% of city's public schools
Dropout Rate (High schools only)	Top 25% of city's public schools	Middle 50% of city's public schools	Lowest 25% of city's public schools
Unique Standards and Assessments Percent of students who meet standard at levels to be determined by the Charter School and Board	To be determined for each Indicator	To be determined for each Indicator	To be determined for each Indicator
Adequate Yearly Progress (NCLB)	Met AYP target	Failed to meet AYP target (1 year)	Failed to meet AYP targets for 2 or more years

Table II: Relative Performance

Indicator	Charter School Performance	Comparison School Average	Difference
ISAT: Reading Percent meet and/or exceed State standards			
ISAT: Reading Percent meet and/or exceed standards in current year compared to the average percent of students meeting/exceeding standards on reading for the past 3 years			
ISAT: Math Percent meet and/or exceed State standards			
ISAT: Math Percent meet and/or exceed standards in current year compared			

to the average percent of students meeting/exceeding standards on math for the past 3 years			
ISAT: Science Percent meet and/or exceed State standards			
ISAT: Science Percent meet and/or exceed standards in current year compared to the average percent of students meeting/exceeding standards on science for the past 3 years			
ISAT: Composite Percent meet and/or exceed State standards			
ISAT: Composite Percent meet and/or exceed standards in current year compared to the average percent of students meeting/exceeding standards for the past 3 years			
PSAE: Reading (11 th grade students only) Percent meet and/or exceed State standards			
PSAE: Reading Percent meet and/or exceed standards in current year compared to the average percent of students meeting/exceeding standards for the past 3 years			
PSAE: Math (11 th grade students only) Percent meet and/or exceed State standards			
PSAE: Math Percent meet and/or exceed standards in current year compared to the average percent of students meeting/exceeding standards for the past 3 years			
PSAE: Science (11 th grade students only)			

Percent meet and/or exceed State standards			
PSAE: Science Percent meet and/or exceed standards in current year compared to the average percent of students meeting/exceeding standards for the past 3 years			
PSAE: Composite (11 th grade students only) Percent meet and/or exceed State standards			
PSAE: Composite Percent meet and/or exceed standards in current year compared to the average percent of students meeting/exceeding standards for the past 3 years			
Attendance Rate (Evaluated by type of school - elementary or high school)			
Graduation Rate (High schools only)			
Transfer Out Rate (Evaluated by type of school - elementary or high school)			
Dropout Rate (High schools only)			

Summary

The Charter School outperformed the comparison school average on _____ of _____ indicators.

B. Financial Management and Compliance

The following Financial Management and Compliance Indicators will be included and evaluated in each Performance Report:

Indicator	High	Middle	Low
Balanced Budget: 1) Prior-year balanced budget successfully implemented 2) Realistic current-year balanced budget plan	Both budgets balanced	Current-year budget balanced. Prior-year budget not balanced.	Current-year budget not balanced, even if the prior year budget was balanced
Financial Practices: audited financial statements, internal controls, pension payments, payroll taxes, insurance coverage, loan payments and terms	All in good standing and no findings	Any minor finding or non-payment with realistic plan to make payment; non-compliance with loan terms	Any repeated finding; any major finding; any non-payment without realistic plan to make payment; non-compliance with loan terms
Compliance/Contractual Obligations	No findings	Any minor finding(s)	Any repeated finding; any major finding

The Board shall use budget and cash flow statements submitted pursuant to paragraph 6.b. of the Agreement, along with any other relevant information, to determine if the Charter School has a realistic current year balanced budget plan. The Board shall use the financial statements presented in the Charter School's annual Financial Audit, required under paragraph 6.l. of the Agreement, along with any other relevant information, to determine if the Charter School maintained a balanced budget during the prior-year.

The following items, required by paragraph 6.l. of the Agreement, shall be evaluated and presented as part of the Financial Practices Indicator:

- a) The Charter School's audit report opinion on the school's financial statements;
- b) 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; and
- c) The status of the Charter School's payments for pensions, payroll taxes, insurance coverage, and debt service payments.

The following items shall be tested and reported upon annually by the Charter School's independent auditor and evaluated and presented as part of the Compliance Indicator:

- a) Fingerprint-based criminal background investigations and checks of the Statewide Sex Offender Database (105 ILCS 5/34-18.5 as amended)
- b) Administration of Medication (105 ILCS 5/10-22.21b)
- c) Hazardous materials training (105 ILCS 5/10-20.17a)
- d) School Safety Drill Act (105 ILCS 128/1 et. seq.)
- e) Abused and Neglected Child Reporting Act (325 ILCS 5/1 et. seq.)
- f) Eye Protection Act (105 ILCS 115/1)
- g) Toxic Art Supplies in Schools Act (105 ILCS 135/5)
- h) Infectious Disease Policies and Rules (105 ILCS 5/10-21.11)

The following items shall be tested and reported upon annually by the Charter School's independent auditor and evaluated and presented as part of the Contractual Obligations Indicator:

- a) Open Meetings Act (5 ILCS 120/1.01 et. seq.),
- b) Student Records Act (105 ILCS 10),
- c) Conformance with the following paragraphs of the Agreement:
 - i) Paragraph 4.k., the school's governance structure,
 - ii) Paragraph 6.k., ongoing presence of management and financial controls,
 - iii) Paragraph 4.d., an open enrollment process and lottery,
 - iv) Paragraph 5.c., maintenance of corporate status and good standing, and
 - v) Paragraph 5.g., the school's facilities and ADA compliance.

In addition to the above items, the Board will also consider the Charter School's compliance with teacher qualification requirements, according to both the Charter Schools Law (Section 27A-10) and the requirements for Highly Qualified teachers under the No Child Left Behind Act (if the Charter School receives Title I funding). Failure to comply with these teacher qualification requirements may affect the rating on the 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 parents or employees. An audit finding shall be considered minor unless the Board determines a finding is major. If the Board believes an audit finding may be major, it shall obtain 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.

In general, a finding will be considered major if it indicates a deliberate act of wrongdoing or reckless conduct, causes a loss of confidence in the abilities or integrity of the Charter School, or seriously jeopardizes the continued operation of the Charter School. Classification of a finding as major shall be at the sole discretion of the Board.

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:

1. Full participation in the administration of the ISAT and/or the PSAE, or such other applicable student assessment, as the case may be, including all procedures designed to safeguard the integrity of the assessments;
2. Participation in site visits conducted by the Board to ascertain that sufficient, minimum educational and operational practices are in place;
3. 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), OMB Circular A-133, and the compliance requirements set forth in OMB Compliance Supplement, and by the Agreement;
4. Provision of student, school, and employee information required by the Agreement and/or the Accountability Plan;
5. Submission and implementation of ADA Plan(s) for the Attendance Center(s) required by the Agreement;
6. 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
7. 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 Compliance Categories.

4. Non-Renewal and Revocation

The Board shall hold the Charter School accountable in these Categories (Pupil Performance and Financial Management/Compliance) through the Indicators contained in the annual Performance Reports. 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 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, during the term of the Agreement in accordance with paragraphs 12 and 13 of this Agreement.

The Board shall not act to renew or to not renew a charter until the issuance of the final annual Performance Report after the fourth year of the term 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.

EXHIBIT G

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 Contract"), 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 Section 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 School 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, 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, daily 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 requirement contained in Section 34-18.5 of the 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.m. 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 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.

**QUIT CLAIM DEED
Statutory (ILLINOIS)
(Corporation to Corporation)**

THE GRANTOR, **LAWNDALE COMMUNITY SCHOOL**, a not-for-profit Corporation created and existing under and by virtue of the laws of the State of Illinois, located in the City of Chicago, County of Cook, State of Illinois, for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable considerations in hand paid, CONVEYS and ~~WARRANTS~~ to:

**LAWNDALE EDUCATIONAL AND REGIONAL
NETWORK CHARTER SCHOOL,
A not-for-profit Illinois Corporation,
3400 W. Grenshaw Street
Chicago, IL 60624**

a not-for-profit corporation organized and existing under and by virtue of the laws of the State of Illinois having its principal office at the following address: 3400 W. Grenshaw, Chicago, IL 60624, all interest in the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

LOTS 37 AND 38 IN BLOCK 8 IN 12TH STREET ADDITION TO CHICAGO, A SUBDIVISION OF THAT PART OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

together with the tenements and appurtenances thereunto belonging.

SUBJECT TO: covenants, conditions, and restrictions of record, and to General Taxes for 2002 and subsequent years.
Permanent Real Estate Index Number: 16-14-423-028-0000
Address of Real Estate: 3400 W. Grenshaw Street, Chicago, IL 60624

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed by one of its officers, this 17th day of June, 2003.

LAWNDALE COMMUNITY SCHOOL

By: Margaret Romano (SEAL)
Margaret Romano, President

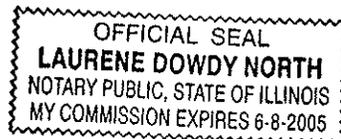
State of Illinois)
County of Cook) SS.

REI 213407 192

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARGARET ROMANO, attesting to be the President of the Lawndale Community School and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of May, 2003.

Laurene Dowdy North
NOTARY PUBLIC



0319001089
Eugene "Gene" Moore Fee: \$50.00
Cook County Recorder of Deeds
Date: 07/09/2003 09:21 AM Pg: 1 of 1

This space for Recorder's use only

192

This instrument was prepared by Julia C. Works, Atkinson & Atkinson, 1603 Orrington Avenue, Suite 2080, Evanston, IL 60201

(See Reverse Side)

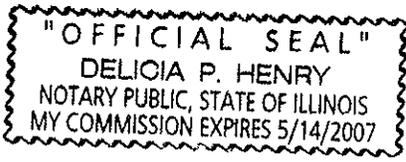
STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated June 17 2003, 19 2003 Signature: [Signature]
Grantor or Agent

Subscribed and sworn to before me by the
said Agent
this 17 day of June
2003

[Signature]
Notary Public

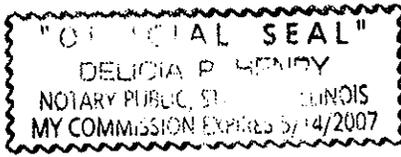


The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated June 17 2003, 19 2003 Signature: [Signature]
Grantee or Agent

Subscribed and sworn to before me by the
said Agent
this 17 day of June
2003

[Signature]
Notary Public



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

ARCHDIOCESE OF CHICAGO

Department of Finance



Post Office Box 1979
Chicago, Illinois 60690-1979

June 8, 2009

LEARN Charter School
1132 S. Homan Ave.
Chicago, IL 60624
Attn: Gregory White, President and CEO

Re: Executed Lease Documents for the Church/School located at 2041 Congress Parkway,
Chicago, IL 60612

Dear Mr. White:

Enclosed please find a fully executed copy of the Lease document between Catholic Bishop of Chicago and Lawndale Educational And Regional Network Charter School, for the property referenced above.

Please take special note of section 5. **Additional Rent** which outlines your utility responsibilities.

You are also required to supply the Archdiocese of Chicago with a Certificate of Insurance within fourteen (14) days. The requirements of said insurance can be found in section 14. **Insurance. (see attached specifications)**

In addition, please complete the enclosed "In Case of Emergency Form" and return to the Archdiocese of Chicago.

If you have any questions, please feel free to contact me at 312-534-8214 or email at FMuldowney@archchicago.org.

For all property management issues, please contact Claudia Shabo via email at CShabo@archchicago.org.

Sincerely,

Frank Muldowney
Assistant Manager
Archdiocese of Chicago
Real Estate

Enclosure

CC: Business Manager – LEARN Charter School
Robin Johnson, Principal – LEARN EXCEL
Business Manager – LEARN EXCEL
Elizabeth K. McCloy – Sidley Austin, LLP
Hortensia Carreira - Archdiocese of Chicago Office of Legal Services
Daniel Fumagalli – Chuhak & Tecson, P.C.
Fr. Roy
VAC III – Jesse Estrada
Lease File

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of the later of the dates accompanying the signatures below (the "Effective Date") by and between **THE CATHOLIC BISHOP OF CHICAGO**, an Illinois Corporation Sole ("Landlord") and **LAWNDALE EDUCATIONAL AND REGIONAL NETWORK CHARTER SCHOOL**, an Illinois not-for-profit corporation in good standing ("Tenant").

WITNESSETH

WHEREAS, Landlord is the owner of the land and improvements commonly known as former **PRECIOUS BLOOD PARISH** and consisting of a combined church and school building located at 2401 Congress Parkway, Chicago, Illinois (the "Church/School"), a rectory building located at 2411 W. Congress Parkway (the "Rectory"), and a parking lot located on Congress Parkway (the "Parking Lot"), each of which is depicted on the Site Plan attached hereto as Exhibit A, and all of which is located in the City of Chicago, County of Cook, State of Illinois (the "Church/School" and "Parking Lot" shall be collectively referred to as "Landlord's Property").

WHEREAS, subject to time restrictions set forth in Section 3 of this Lease, Landlord wishes to lease to Tenant and Tenant wishes to lease from Landlord a portion of Landlord's Property equal to 16,024 rentable square feet, more particularly described as follows: (1) classroom 213 located on the second floor of the Church/School; (2) classrooms 302, 303, 305, 307, 308, 309, 313 and nurse station, Room 311; (3) the music room, the multi-purpose room located in the basement lower level; (4) the annex room on the second floor above the boiler room, with all of the above spaces being known in this Lease as the "Premises", all as depicted on the Floor Plans of the Lower Level, Second Floor and Third Floor attached hereto as Exhibit B. For purposes of this Lease, Tenant's proportionate share is 60% ("Tenant's Proportionate Share") for the first year of the Lease.

WHEREAS, subject to the time restrictions set forth in Section 3 of this Lease, Landlord and Tenant agree that for the period commencing on August 1, 2009 and expiring on July 31, 2010 and for the one year renewal option period, commencing on August 1, 2010 and expiring on July 31, 2011, if applicable, the Premises shall include the entire second floor, third floor and lower level of the Church/School building, consisting of 26,706 rentable square feet. Tenant's Proportionate Share commencing August 1, 2010 shall be 100%.

NOW THEREFORE, for and in consideration of their mutual covenants and agreements hereinafter set forth and the above recitals which are by this reference incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Landlord and Tenant agree as follows:

1. GRANTS.

- (a) **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, subject to certain shared rights with Landlord and UNO Charter School Network, Inc., an Illinois not-for profit corporation ("UNO"), respecting certain Additional Rooms (as defined in Section 1(b)(iii) below) for the period commencing on August 1, 2008 and expiring on July 31, 2009.
- (b) **Additional Rights and Licenses.** In addition, Landlord hereby grants to Tenant and its officers, directors, employees, agents, contractors, invitees, and any occupants of the Premises ("Tenant Group") a non-exclusive right and license over the following areas of Landlord's Property and subject to the following terms for so long as Tenant is leasing the Premises during the Term (defined below):
- (i) **Ingress/Egress:** Pedestrian and vehicular ingress and egress over the Landlord's Property, to and from the Premises, upon and across the parking areas, exits, entrances, sidewalks, four (4) staircases, and hallways, as depicted on Exhibit A attached hereto and incorporated herein by reference ("Ingress/Egress Area").
- (ii) **Parking:**
- (A) Until July 31, 2009 Tenant shall have an exclusive right to 14 parking spaces in the Parking Lot designated on Exhibit C, attached hereto and incorporated herein for reference, for parking of automobiles ("Parking Area") from 6:00 a.m. to 6:30 p.m. Monday through Friday; provided, however, that
- (1) Tenant shall not use the five (5) parking spaces located adjacent to and designated for the tenant of the rectory (to which Landlord shall have exclusive rights);
- (2) Landlord may reserve five (5) additional parking spaces for parish use (e.g., weddings, funerals etc.), designated on Exhibit C upon forty-eight (48) hour written notice to Tenant.
- (3) Tenant shall have non-exclusive shared use of the remaining parking spaces in the Parking Area with other tenants of the Landlord's Property on a first-come basis, from 6:00 a.m. to 6:30 p.m. Monday through Friday.
- (B) Beginning August 1, 2009 Tenant shall have an exclusive right to all parking spaces in the Parking Lot designated on Exhibit D, attached hereto and incorporated herein for reference, for parking of automobiles from 6:00 a.m. to 6:30 p.m. Monday through Friday; provided, however, that (1) Tenant shall not use the five (5) parking spaces located adjacent to and designated for the tenant of the rectory (to which Landlord shall have exclusive rights), and (2) that Landlord may

reserve five (5) additional parking spaces for parish use (e.g., weddings, funerals etc.), designated on Exhibit D upon forty-eight (48) hour written notice to Tenant.

- (iii) Rooms: Tenant shall also have use of the storage area in the basement/hall of the Church/School. For the period commencing on August 1, 2008 and expiring on July 31, 2009, Tenant shall share use of the storage area with Landlord and UNO, a tenant occupying a portion of the Church/School property (the "Additional Rooms"), as depicted on the Floor Plans shown on Exhibit B, attached hereto and incorporated by reference. Beginning August 1, 2009 Tenant shall share its use of the storage area with Landlord. Tenant shall obtain Landlord's prior written consent (which consent shall not be unreasonably withheld) before using the Additional Rooms. In the event that Landlord grants its consent for Tenant's use of the Additional Rooms, Tenant shall keep the Additional Rooms in good order, repair and condition at all times during the Term, including maintenance in a clean, sightly and healthy condition.
- (iv) The Ingress/Egress Area, Parking Area and Additional Rooms are hereinafter collectively referred to as "Access Areas". Landlord and Tenant, by mutual written agreement, may, from time to time, change the size, location and nature of the Access Areas and may make installations therein and move and remove such installations; provided however, that such changes shall not encumber the existing handicap accessible ramp, and that commercially reasonable efforts shall be used to limit interference with Tenant's use of the Premises. Tenant's use of the Access Areas shall be subject to such rules and regulations as Landlord or Pastor (as hereinafter defined) may reasonably impose. Landlord makes no representation or warranty regarding the use, availability or suitability of the Access Areas for Tenant's intended activity.
- (c) Express Reservation of Rights by Landlord.
- (i) Tenant shall not enter, or permit Tenant Group, to enter Landlord's Property, other than the Premises and Access Areas, without, in each instance first obtaining the prior written consent of both the Landlord and the pastor or administrator who oversees operations at the Landlord's Property ("Pastor"), which consent shall not be unreasonably withheld. Tenant shall take all reasonable measures to prevent Tenant or Tenant Group from entering the Landlord's Property other than the Premises and Access Areas.
- (ii) Landlord expressly reserves the right to use of the Premises after 6:30 p.m. on weekdays and all day on weekends. Tenant's janitorial personnel shall have access to the Premises after 6:30 p.m. on weekdays and all day on weekends. If Tenant requires use of the Premises at a time reserved

by Landlord or Pastor, Tenant shall so notify Landlord or Pastor, as the case may be, as soon as is reasonably practicable and Landlord shall use good faith efforts to accommodate Tenant's request. In every instance that Landlord or Pastor makes use of the Premises as set forth in this subsection 1(c)(ii), Landlord hereby agrees to inspect and maintain the Premises to ensure that they are returned to Tenant in the same condition which Tenant furnished to Landlord .

2. **TERM.**

- (a) **Term.** The term of this Lease and the obligations to pay Rent (as defined herein) and other charges herein (the "**Term**") shall commence on August 1, 2008 ("**Commencement Date**") and shall expire on July 31, 2010 ("**Expiration Date**").
- (b) **Option to Enter Into One Year Renewal of Lease Term.** Landlord hereby grants to Tenant the option to enter into a renewal of the Lease for an additional period of one (1) year: for the period August 1, 2010 through July 31, 2011 (the "**Renewal Term**"). The Tenant shall have the right to exercise the option to enter into this one-year Renewal Term of the Lease as set forth in this paragraph by providing written notification thereof to Landlord of its intention not less than six (6) months prior to the Expiration Date and provided that Tenant is not in default of its obligations under this Lease. During the Renewal Term the Lease shall be subject to the same terms and conditions contained herein except that the Rent shall be for the amount set forth in Section 4(a) hereof. Any notice not to renew shall be irrevocable. Landlord shall have the right to terminate the foregoing option to renew if Landlord elects to return the Premises to use for an Archdiocesan purpose and so notifies Tenant in writing prior to Tenant giving notice to Landlord in writing of Tenant's exercise to renew. Tenant's exercise of the option shall be subject to the following conditions: (i) that Tenant shall have performed all of its duties and obligations hereunder and shall not be in default hereunder either at the date the option is exercised or on the date that the extended term commences; (ii) that this Lease shall not have been canceled or terminated, by operation of law or otherwise; and (iii) any notice not to renew shall be irrevocable.
- (c) **Options to Extend.** Landlord hereby grants to Tenant the right to renew the Term for four (4) additional five (5) year periods (each an "**Extension Term**"), each Extension Term shall be subject to terms and conditions, including Rent, that are mutually acceptable to Landlord and Tenant, who agree to engage in good faith negotiations regarding such terms and conditions, to be set forth in a separate lease agreement for any Extension Term. In the event the parties are unable to reach agreement on the terms of each Extension Term on or before three (3) months before the expiration of the applicable Term, Renewal Term or the then current Extension Term, this Lease shall terminate as specified in the Lease at the end of the applicable Term, Renewal Term or Extension Term. Landlord shall have the right to terminate the foregoing options to renew if Landlord elects to

return the Premises to use for an Archdiocesan purpose and so notifies Tenant in writing prior to Tenant giving notice to Landlord in writing of Tenant's exercise to renew. Tenant's exercise of any option to renew shall be subject to the following conditions: (i) that Tenant shall have performed all of its duties and obligations hereunder and shall not be in default hereunder either at the date the option is exercised or on the date that the extended term commences; (ii) that this Lease shall not have been canceled or terminated, by operation of law or otherwise; and (iii) any notice not to renew shall be irrevocable.

3. **USE.**

- (a) **Permitted Use.** Tenant shall use and occupy the Premises only for the purpose of operating a charter elementary school and carrying out any activities customarily related to such use and for no other purposes ("Use"). Tenant's business hours and use shall be 6:00 a.m. to 6:30 p.m., Monday through Friday, subject to the rights of the Landlord and the restrictions contained in Section 1(b)(ii) of this Lease. Tenant may use the Access Areas and basement/hall storage room of the Church/School twenty-four (24) hours a day, seven (7) days a week. Except for access to the Premises by Tenant's janitorial personnel, use by the Tenant of any part of the Premises, other than use of the basement/hall storage room of the Church/School, outside these stated hours must be arranged with the Landlord at least forty-eight (48) hours prior to Tenant's intended use.
- (b) **Permits, Etc. for Use.** Tenant shall, at its cost and expense, procure all permits, licenses, certificates and other authorizations and any renewals, extensions or continuances of the same required in connection with Tenant's Use. Upon request of Landlord, Tenant shall provide evidence of any permits, licenses, certificates and other authorizations and any renewals, extensions or continuances of the same required in connection with Tenant's Use.

4. **RENT.**

- (a) **Base Rent.** Additional Rent (as hereinafter defined) and Base Rent (as hereinafter defined) are collectively referred to as "Rent." Tenant shall pay Landlord as base rent for the Premises ("Base Rent") the following amounts, without set-off, abatement, counterclaim, or deduction of any kind, except as expressly provided herein:

Term	Annual Amount	Monthly Amount
8-1-08 - 7-31-09	\$151,531	\$12,627.58
8-1-09 - 7-31-10	\$260,128	\$21,677.33

Renewal Term
(if option is exercised)

8-1-10 – 7-31-11

\$267,932

\$22,327.65

- (b) **Payment.** Rent shall be due each month in equal monthly installments. Except for charges not due until thirty (30) days following billing to Tenant, including, without limitation, those charges set forth in Sections 5(a) and 5(b), rent payments shall be made on the 1st day of the month and no later than the 5th day of the month. Rent payments made after the 5th day of the month shall be considered late and subject to a late charge per Section 17 hereof. Checks shall be made payable to the St. Malachy Rectory and delivered to 2248 W. Washington Blvd., Chicago, IL 60612.
- (c) **Representation.** If the source of Tenant's Rent payments is from a governmental entity or from a third party financing provider, Tenant represents that Tenant has secured full and final approval for such moneys.

5. **ADDITIONAL RENT.** In addition to Base Rent, Tenant shall pay¹ as Additional Rent, for the following:

- (a) **Electrical service costs:** Tenant shall be responsible for paying forty-five percent (45%) of the cost of electricity for the Church/School building during the period beginning on the Commencement Date through July 31, 2009, and seventy-five percent (75%) of the cost of electricity for the Church/School building commencing on August 1, 2009.
- (i) **Metering, billing.** Electrical service is not separately metered for the Premises. Landlord shall forward a copy of the invoice to Tenant at 1132 South Homan, Chicago, Illinois 60624 and Tenant shall reimburse Landlord within thirty (30) days.
- (ii) **Reconciliation.** If the Premises is billed by a utility service provider on a monthly budget, Landlord shall use good faith efforts following the end of the applicable twelve (12) month billing cycle to furnish to Tenant a statement showing actual costs and expenses incurred for such billing cycle. If actual costs and expenses exceed Tenant's payment to Landlord, then Tenant shall pay Landlord the deficiency within fifteen (15) days after delivery of the statement. If actual costs and expenses are less than Tenant's payment to Landlord, then Tenant shall receive a credit against Tenant's obligations hereunder within fifteen (15) days after delivery of the statement.
- (b) **Gas service costs:** Tenant shall be responsible for paying forty-five percent (45%) of the cost of gas for the Church/School building for the period beginning on the Commencement Date through July 31, 2009 and seventy-five percent (75%) of the cost of gas for the Church/School building commencing on August 1, 2009.

- (i) Metering, billing. Gas service is not separately metered for the Premises. Landlord shall forward a copy of the invoice to Tenant: LEARN Charter School, 1132 South Homan, Chicago, Illinois 60624, attn: Business Manager, and Tenant shall reimburse Landlord within thirty (30) days).
- (ii) Reconciliation. If Premises is billed by utility service provider on a monthly budget, Landlord shall use good faith efforts following the end of the applicable twelve- (12) month billing cycle to furnish to Tenant a statement showing the actual costs and expenses incurred for such billing cycle. If actual costs and expenses exceed Tenant's payment to Landlord, then Tenant shall pay Landlord the deficiency within fifteen (15) days after delivery of the statement. If actual costs and expenses are less than Tenant's payment to Landlord, then Tenant shall receive a credit against Tenant's obligations hereunder within fifteen (15) days after delivery of the statement.
- (c) Fifty-one percent (51%) of Landlord's property insurance premiums ("Property Insurance Assessment") for the Church/School during the period beginning on the Commencement Date through July 31, 2009. The pass through amount payable for each subsequent lease year will be re-calculated before July 31 of each subsequent lease year, however, the fifty-one percent (51%) figure shall remain unchanged. Landlord shall notify Tenant of the pass-through amount payable within thirty (30) days prior to July 31 of each subsequent lease year.
- (d) Water and sewer charges and fees assessed on the Premises, in the event water and sewer service providers charge for water and sewer service to the Premises. The Premises are not separately metered and will remain as such so long as Landlord is not charged for water and sewer services.
- (e) Real estate taxes assessed on the Premises, in the event that the county deems the Premises subject to real estate taxes. The Premises are not separately assessed. Tenant expressly reserves the right to contest any real estate taxes assessed on all or any part of the Premises.
- (f) Forty percent (40%) of Landlord's boiler inspection and maintenance costs for the period beginning on the Commencement Date through July 31, 2009 and eighty-five percent (85%) of Landlord's boiler inspection and maintenance costs on and after August 1, 2009;
- (g) Fifty percent (50%) of Landlord's cost to remove snow, ice and debris Monday through Friday for the period beginning on the Commencement Date through July 31, 2009, and eighty percent (80%) of Landlord's cost to remove snow, ice and debris Monday through Friday after August 1, 2009.
- (h) \$60.00 per month for Landlord's landscaping costs, to be paid on the first day of each month from April through October, inclusively, for the period beginning on the Commencement Date through July 31, 2009 and One Hundred And No/100

Dollars (\$100.00) per month after August 1, 2009, which amount shall be further adjusted on the 1st day of August each year thereafter to account for any reasonable increase in such landscaping costs. Landlord shall notify Tenant of the adjusted amount within thirty (30) days prior to August 1 of each subsequent lease year. The current landscaping service provider ("Current Landscaping Provider") has been or will be selected by Landlord to service the Premises and the Access Areas. Notwithstanding the foregoing, in the event Tenant is not satisfied with the Current Landscaping Provider as selected by Landlord, Tenant shall have the right at any time and from time to time during the Term, in its sole and absolute discretion and at its sole cost and expense, to contract with a different company for landscaping services ("Alternate Landscaping Provider"). Landlord shall cooperate with Tenant, Current Landscaping Provider and any Alternate Landscaping Provider at all times and, as reasonably necessary, shall allow Tenant, Current Landscaping Provider, and any Alternate Landscaping Provider reasonable access to the Premises and the Access Areas necessary to perform landscaping services. In the event Tenant selects an Alternate Landscaping Provider to provide landscaping services, Tenant shall have no further obligation to Landlord for such costs as provided in this Section (5)(h).

- (i) Tenant shall pay sixty five percent (65%) of the Parking Lot maintenance and repair costs, with Tenant's share not to exceed \$2,000 through July 31, 2011.
6. **SECURITY DEPOSIT.** Tenant shall deposit the amount of \$10,000.00 (the "Security Deposit"), payable within five (5) days of the Effective Date of this Lease, payable to "Catholic Bishop of Chicago for St. Malachy Parish" and delivered to 835 N. Rush Street, Chicago, Illinois 60611, Attention: Real Estate Department, as security for the performance of Tenant's obligations. The Security Deposit is not an advance payment of Rent or a measure of damages. If Tenant is in Default of this Lease, Landlord may apply the whole or any part of such security deposit to the payment of any sum in Default or any sum that Landlord may be required to spend by reason of Tenant's Default. This includes, but is not limited to, applying the security deposit to restoration and/or cleanup costs necessary over and above normal wear and tear of the Premises at expiration of the Lease. If at any time Landlord properly applies all or any portion of the security deposit as provided herein, Tenant shall, within forty-five (45) days after written notice of such application, replenish the security deposit to the original full amount. Should the Tenant comply with all of the covenants and conditions of this Lease, the Security Deposit or any balance thereof shall be returned to Tenant at the expiration of the Term. Landlord shall not, unless required by applicable law, be obligated to keep the Security Deposit separate from its general funds or to pay interest thereon to Tenant.
7. **COVENANTS REGARDING USE.** Tenant agrees, for itself and Tenant Group, to observe the following covenants as to the Premises:
- (a) **Compliance with law.** Tenant shall not use the Premises nor permit Tenant Group

to use the Premises or Landlord's Property in any way that, directly or indirectly, is forbidden by any and all applicable laws, statutes, ordinances, codes, decrees, rules and regulations of any federal, state, county, municipal or other governmental or quasi-governmental authority having jurisdiction thereof, or as promulgated by any official thereof, including but not limited to, those relating to criminal activity, disturbance of the peace or public nuisances.

- (b) **Immoral activity.** Tenant shall not use the Premises nor permit Tenant Group to use the Premises for any immoral purpose such as counseling or advocacy or performance of abortion, sterilization, in vitro fertilization, euthanasia or assisted suicide, or the production, display, sale or viewing of pornographic or soft pornographic media, performances or services.
- (c) **Alcohol, drugs, weapons.** Tenant or Tenant Group shall not permit alcohol, drugs, smoking or weapons on the Premises or Landlord's Property.
- (d) **Disciplinary rules and regulations.** Tenant shall enforce Tenant's rules and regulations governing employee and invitee behavior and discipline. Specifically, the following behavior shall not be tolerated:
- (i) Use, possession, and/or concealment of a firearm/destructive device or other weapon;
 - (ii) Use, possession, and/or concealment of illegal substances;
 - (iii) Aggravated assault;
 - (iv) Trespassing;
 - (v) False activation of a fire alarm;
 - (vi) Assault;
 - (vii) Vandalism or criminal damage to property;
 - (viii) Fighting;
 - (ix) Disorderly conduct or disruptive behavior around the Premises;
 - (x) Intentionally omitted;
 - (xi) Use of tobacco products; and
 - (xii) Profane or other improper language.
- (e) **Security.** Tenant shall be fully responsible for securing the Premises, any personal property on the Premises, and persons in the Premises. If necessary, Tenant shall hire adequate security personnel to monitor and regulate invitee behavior and compliance with all of Tenant's covenants herein. Tenant reserves the right to install security devices on the Premises upon advance written notice to the Landlord.
- (f) **Obstruction.** Tenant and Tenant Group shall not obstruct or use for storage or

for any purpose other than ingress and egress, the sidewalks, entrances, passages, courts, corridors, vestibules, halls and stairways of the Premises or Access Areas.

- (g) **Personal Property.** Tenant shall not use personal property of Landlord at the Premises or Access Areas without obtaining the prior written consent of Landlord or Pastor, which consent shall not be unreasonably withheld.
- (h) **Extended Absence from Premises.** Except when Tenant has given Pastor prior written notice, Tenant shall not vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of more than twenty (20) days, excluding school or program vacations as shown on an annual calendar to be provided to Landlord.
- (i) **Use of Name or Logo.** Tenant agrees not to use the name, logo, or any other marks owned by or associated with the Landlord or parish or the name of any representative of the Landlord or parish, except for the limited purpose of identifying the location in advertising or other notices relevant to Tenant's Use.
- (j) **Walls, Signs.** Tenant shall not, without the prior written consent of Landlord (which consent shall not be unreasonably withheld, delayed or conditioned), attach, affix or exhibit or permit to be applied, attached, affixed or exhibited, except by Landlord or its agent, any articles of permanent character, including signage in any form, in any place in or about the Premises or Access Areas, or upon any of the appurtenances thereto. This specifically excludes the posting of asbestos warning labels pursuant to 77 Ill Adm. Code Sec. 855.300(a)(6)(C). Notwithstanding the foregoing or anything contained in this Lease to the contrary, Tenant shall have the right, to attach, affix or exhibit or permit to be applied, attached, affixed or exhibited, up to two (2) signs of up to forty (40) square feet each in or about the Premises or Access Areas or upon any of the appurtenances thereto, subject to Landlord's approval, which shall not be unreasonably withheld. Under all circumstances, Tenant's right to attach, affix or exhibit signs shall comply with municipal ordinances. The parish shall retain its ability to apply, attach, affix or exhibit signs in or about the Premises or Access Areas or upon any of the appurtenances thereto as long as the total size of the signage so applied, attached, affixed or exhibited does not exceed the total signage of the Tenant in or about the Premises or Access Areas or appurtenances thereto.
- (k) **Locks.** Unless Landlord gives prior written consent to each and every instance (which consent shall not be unreasonably withheld, delayed or conditioned) Tenant shall not have the right to install additional locks, security alarms or similar devices to any door or window of the Premises. If Landlord consents to Tenant installation of any additional locks, Tenant shall provide Landlord with a master key for such locks at the time such locks are installed. If Landlord consents to the installation of security alarms or similar devices, Tenant shall provide Landlord with a means of access to such security alarms or similar devices at the time of such installation.

32. MISCELLANEOUS.

- (a) **No Offer or Option.** Landlord's delivery of a copy of this Lease to Tenant for Tenant's review does not constitute an offer to Tenant or an option.
- (b) **Parties; Successors.** All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to and are intended solely for the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns.
- (c) **Complete Agreement.** Provisions typed on this Lease and all Exhibits referenced in and attached to this Lease are hereby made a part of this Lease. This Lease embodies the entire Lease of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Lease shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.
- (d) **Amendments must be in Writing.** This Lease cannot be changed or provisions waived orally or by course of conduct. No modification, waiver or amendment of this Lease or any of its conditions or provisions shall be binding upon Landlord and Tenant unless in writing and signed by both parties.
- (e) **Captions.** The captions of Sections and Subsections are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such Sections.
- (f) **No Agency or Partnership.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture, a special relationship or any association between Landlord and Tenant, it being expressly understood and agreed that no act of the parties hereto shall be deemed to create any relationship of Landlord and Tenant other than the relationship between landlord and tenant.
- (g) **Authority.** Landlord and Tenant, and signatories hereunder, each represent and warrant that they have the power and authority to execute and deliver this Lease and to perform all the covenants to be performed by it hereunder. The parties represent that they have participated in the preparation of this Lease and, for purposes of principles of law governing the construction of the terms of an agreement, the parties further acknowledge that they have carefully read this Lease and that they have had an opportunity to have this Lease reviewed and explained to them by an attorney of their own choosing, but have either done so or declined to do so.
- (h) **Force Majeure.** If Landlord or Tenant shall be delayed, burdened in, or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, rent restrictions, war, weather or the act, failure to act, or default of the other party, or any other reason beyond their

control, the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

- (i) **Construction.** Except as otherwise specifically indicated, all references to Sections, Subsections and Clauses refer to Sections, Subsections and Clauses of this Lease and all references to Exhibits refer to the Exhibits attached hereto. The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import refer to this Lease as a whole and not to any particular Section or Subsection hereof. Unless expressly stated to the contrary, reference to a Section includes all of the Subsections contained therein. The terms "include" and "including" shall be construed as if followed by the phrase "without being limited to." Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
- (j) **Time is of Essence.** Time is of the essence of this Lease and of every provision hereof.
- (k) **Severability.** If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances, so long as the remainder of this Lease expresses the intent of the parties.
- (l) **Reasonableness.** Wherever this Lease provides or is deemed by a court to provide that Landlord's consent may not be unreasonably withheld, conditioned or delayed, the parties agree that religious and moral principles and operating policies of the Archdiocese of Chicago shall not be deemed unreasonable.
- (m) **Further Assurances.** Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Lease.
- (n) **Third Party Beneficiaries.** Landlord and Tenant agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Lease nor any of the rights and privileges conferred herein.
- (o) **Counterparts.** This Lease may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the dates indicated below.

THE CATHOLIC BISHOP OF CHICAGO

LAWNDALE EDUCATIONAL AND REGIONAL NETWORK CHARTER SCHOOL

By: *Kevin J. Marzalik*
Name: KEVIN J. MARZALIK
Its: DIRECTOR OF FINANCE
Date: 6/5/09

By: *Craig White*
Name: Craig White
Its: President & CEO
Date: May 27, 2009

¶

SUBLICENSE AGREEMENT

212 South Francisco Street, Chicago, Illinois 60612

Dated Effective as of June 15, 2009

between

Marillac Social Center, Inc., an Illinois not-for-profit corporation

LANDLORD

and

Lawndale Educational and Regional Network, an Illinois not-for-profit corporation

TENANT

212 South Francisco Street, Chicago, Illinois

SUBLICENSE AGREEMENT
COVER SHEET BASIC TERMS

For purposes of this Sublicense Agreement, this Cover Sheet Basic Terms is deemed a part of the Agreement and the terms used therein will have the following meanings (all of the following of which are subject to the terms and conditions of the Agreement):

- Landlord:** Marillac Social Center, Inc., an Illinois not-for-profit corporation
- Landlord's Rent Address:** c/o Linda Perri
Marillac Social Center, Inc.
212 South Francisco Street
Chicago, Illinois 60612
- Landlord's Notice Address:** c/o St. Vincent de Paul Center
2145 N. Halsted Street
Chicago, Illinois 60614
Attn: Bart Winters, CEO
(phone) 312-943-6776
(facsimile) 312-573-0527
- Landlord's Contact Person:** At the Premises, Michael Wilhelm, Maureen Hallagan or such other person from time to time designated by Landlord in a written notice to Tenant.
- Tenant:** Lawndale Educational and Regional Network, an Illinois not-for-profit corporation
- Tenant's Notice Address:** c/o LEARN
1132 S. Homan Avenue
Chicago, Illinois 60624
Attn: Gregory White, President and CEO
(phone) 773-826-6330
(facsimile) 773-826-0015
- Tenant's Contact Person:** At the Premises, Patrick Love or such other person from time to time designated by Tenant in a written notice to Landlord.
- Building** 212 South Francisco Street,
Chicago, Illinois 60612
- Initial Premises:** 17,675 rentable square feet ("RSF") on part of 3rd floor of the Building, as depicted on the Floor Plan as the Initial Premises.
- First Expansion Space:** As provided in Section 1.2.1, comprised of one or two different spaces, being either the "Library" on the 3rd floor of the Building containing 885 RSF, as the Initial First Expansion Space, or the "Library" plus the Remainder First Expansion Space, being

the balance of the 3rd floor of the Building, which Remainder First Expansion Space contains 9,749 RSF

Second Expansion Space: As provided in Section 1.2.2, up to 8,607 RSF on the 2nd floor of the Building, being one, two, three or all four of classrooms #'s 16 (2,225 RSF), 15 (3,409 RSF), 14 (2,018 RSF), and/or 13 (955 RSF), as depicted on the Floor Plan, as the Second Expansion Space.

Building RSF: 104,000 RSF

Initial Term: The period beginning on the Commencement Date and ending on June 30, 2015, subject to the First Renewal Term or the First Renewal Term and the Second Renewal Term.

Commencement Date - Initial Premises: July 1, 2009

Renewal Term(s) (if any): 2-periods of 5 years each.

Tenant's Proportionate Share: 17.0% (subject to change under Section 2.1.2)

Monthly Base Rent for Initial Premises:

<u>Period</u>	<u>Base Rent Rate per RSF</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
7/1/09 – 12/31/09	\$0	\$0	\$0
1/1/10 – 6/30/10	\$15.00	\$132,562.50*	\$22,093.75
7/1/10 – 6/30/11	\$15.45	\$273,078.75	\$22,756.56
7/1/11 – 6/30/12	\$15.91	\$281,271.11	\$23,439.26
7/1/12 – 6/30/13	\$16.39	\$289,709.24	\$24,142.44
7/1/13 – 6/30/14	\$16.88	\$298,400.52	\$24,866.71
7/1/14 – 6/30/15	\$17.39	\$307,352.54	\$25,612.71
<u>First Renewal Term (if any)</u>			
7/1/15 – 6/30/16	\$17.91	\$316,573.12	\$26,381.09
7/1/16 – 6/30/17	\$18.45	\$326,070.31	\$27,172.53
7/1/17 – 6/30/18	\$19.00	\$335,852.42	\$27,987.70
7/1/18 – 6/30/19	\$19.57	\$345,927.99	\$28,827.33
7/1/19 – 6/30/20	\$20.16	\$356,305.83	\$29,692.15
<u>Second Renewal Term (if any)</u>			
7/1/20 – 6/30/21	\$20.76	\$366,995.00	\$30,582.92
7/1/21 – 6/30/22	\$21.39	\$378,004.86	\$31,500.40
7/1/22 – 6/30/23	\$22.03	\$389,345.00	\$32,445.42
7/1/23 – 6/30/24	\$22.69	\$401,025.35	\$33,418.78
7/1/24 – 6/30/25	\$23.37	\$413,056.11	\$34,421.34

*6-months Base Rent

Abatement Period

Additional Rent: Subject to Section 3.1.2, \$10,095.00, per month

Security Deposit: \$44,187.50

Definitions: In addition to the capitalized terms used in this Cover Sheet Basic Terms, the other capitalized terms used in this Agreement have the meanings ascribed to them on the attached **EXHIBIT "A."**

Exhibit:

- Exhibit A – Definitions
- Exhibit B – Floor Plan
- Exhibit C – Complex Rules
- Exhibit D – Non-Disturbance Agreement
- Exhibit E – Janitorial Specifications
- Exhibit F – HVAC Standards
- Exhibit G – Approved Alterations
- Exhibit H – Landlord’s School Age Program

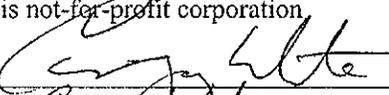
LANDLORD:

Marillac Social Center, Inc., an
Illinois not-for-profit corporation

By: 
Name: BART WINTERS
Title: CEO

TENANT:

Lawndale Educational and Regional Network, an
Illinois not-for-profit corporation

By: 
Name: Greg Wente
Title: President + CEO

Sublicense Agreement

This Sublicense Agreement (“**Agreement**”) is made and entered effective as of the 15th day of June, 2009 (“**Effective Date**”) by and between Marillac Social Center, Inc., an Illinois not-for-profit corporation, as Landlord, and Lawndale Educational and Regional Network, an Illinois not-for-profit corporation, as Tenant.

RECITALS

A. Landlord, as licensee, and the Daughters of Charity of St. Vincent de Paul of Indiana, Inc., an Indiana not-for-profit corporation (“**Daughters**”), as licensor and the fee title holder to the Land and the other improvements thereon (“**Complex**”), entered into that certain License Agreement, dated May 1, 2003 (“**License Agreement**”), pursuant to the terms of which the Daughters permitted Landlord the use and occupancy of the Complex.

B. Landlord has used and intends to continue to use the Complex for the purposes of providing those services of strengthening, empowering, educating, advising, counseling, mentoring and otherwise helping children and families in the East Garfield Community (“**Community**”) of the west side of Chicago as it has done so for the last 94-years.

C. Tenant is only permitted to use the designated portion of the Complex provided in this Agreement for the purpose of operating, initially, Tenant’s K-4 grade charter school that has been approved by the Chicago Public Schools and ultimately for Tenant’s K-8 grade charter school, all for the benefit of the children of the Community.

D. Given (i) each of Landlord and Tenant are 501(C)(3) organizations, (ii) the social services provided by Landlord for the children and families in the Community, and (iii) Tenant’s operation of its grade charter school for the benefit of the children in the Community, both Landlord and Tenant have concluded that the undertakings of Landlord and Tenant at the Complex are compatible and such undertakings will benefit and enhance the undertakings of the other at the Complex. Neither Landlord nor Tenant contemplate that any real estate taxes will be assessed as a result of this Agreement because (a) the payments required to be paid by Tenant to Landlord under this Agreement only help to defray the cost of the ownership, operation, maintenance and repair of the Complex that, but for this Agreement, would otherwise be entirely paid by Landlord, and (b) the Complex is currently exempt from the assessment of real estate taxes.

E. Based on the foregoing and pursuant to the terms and conditions of this Agreement, (i) Landlord desires to (y) permit Tenant and its employees and students the use and occupancy of the Premises, and (z) provide certain services for the benefit of Tenant; and (ii) Tenant desires hire the Premises from Landlord for Tenant’s use and occupancy.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement (which by incorporation are deemed to include the foregoing Recitals) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

ARTICLE 1 TERM AND PREMISES

Section 1.1 Term, Delivery and Commencement.

Section 1.1.1 Commencement and Expiration of Term. As set forth in the Cover Sheet Basic Terms, the Term for the Initial Premises is the period beginning on the Commencement Date and ending for the Initial Premises and any applicable Expansion Space on the date of the expiration or earlier termination

Marillac – LEARN Sublicense Agreement (Final Execution)

of the Term.

Section 1.1.2 Early Possession - Portion of Initial Premises. Notwithstanding the Commencement Date, provided Tenant has delivered to Landlord evidence that all of the insurance required of Tenant under Section 10.1 is in full force and effect, Landlord hereby permits Tenant, as follows:

(i) as of the Effective Date, the right (y) to occupy (I) that portion of the Initial Premises located on the third floor of the Building designated on the Floor Plan as classroom No. 17 (“**Initial Classroom**”), and (II) those offices on the third floor of the Building designated on the Floor plan as offices 1, 2 and 3 (collectively, “**Initial Offices**”), for the sole purpose of storage in the Initial Classroom of school and office and supplies and equipment and for student and staff recruitment and for potential funder tours, provided such occupancy does not unreasonably interfere with Landlord’s waxing the floors of and painting, as reasonably needed, the Initial Classroom, and provided such occupancy of the Initial Offices does not unreasonably interfere with the concurrent use thereof by Landlord and its employees and volunteers for the administration of the Complex, and (z) the non-exclusive right to use of those portions of the Common Areas (1) necessary for access to the Initial Classroom and Initial Offices and (2) the lavatories on the third floor of the Building; and

(ii) as of the Effective Date, the right to occupy the entire Initial Premises for the purpose of making them ready for the opening of the Grade School.

Not later than the Effective Date, Landlord shall cause the floors of the Initial Premises to be waxed and the Initial Premises to be painted, as reasonably needed. If Landlord is unable to tender possession of the Initial Premises to Tenant on the Effective Date because of Force Majeure, this Agreement will remain in full force and effect; provided, however, Landlord and Tenant will equitably adjust the Commencement Date. On the Commencement Date, the rights granted under this Section 1.1.2 shall terminate and be of no further force and effect.

Section 1.1.3 Security Deposit. On the Effective Date, Tenant will deposit with Landlord the amount equal to \$44,187.50 (“**Security Deposit**”). If an Event of Default occurs, Landlord may use, apply or retain the whole or any part of the Security Deposit for the payment of any Rent due or any other sum which Landlord expends by reason of an Event of Default. Tenant is not entitled to any interest on the Security Deposit. It is expressly agreed that the Security Deposit is not an advance rental deposit or a measure of Landlord’s damages in the case of an Event of Default. Upon application of all or any part of the Security Deposit during the Initial Term, Tenant must restore the Security Deposit to its original amount upon the written demand from Landlord. No application of the Security Deposit by Landlord will be deemed to have cured Tenant’s Event of Default. Tenant waives all provisions of Laws, now or hereinafter in force, which restrict the amount or types of claim that a landlord may make upon a security deposit or imposes upon a landlord (or its successors) any obligation with respect to the handling or return of security deposits.

Provided no event has occurred that with the passage of time or the giving of notice or both would be an Event of Default that has not been cured by Tenant or waived, in writing, by Landlord, one sixth of so much of the Security Deposit then remaining after the application of the Security Deposit permitted Landlord in this Agreement will be returned to Tenant five (5) Business Days after each of the first, second, third, fourth and fifth year subsequent to the Commencement Date. If after the expiration of the Initial Term any Security Deposit remains in the possession of Landlord and provided no event has occurred that with the passage of time or the giving of notice or both would be an Event of Default that has not been cured by Tenant or waived, in writing, by Landlord, then within five (5) Business Days after the expiration of the Initial Term, Landlord shall return to Tenant such remainder of the Security Deposit.

Section 1.1.4 Option to Renew. Subject to the terms, provisions and conditions of this Agreement, Tenant shall have two (2) options to renew the Initial Term (the first, “**First Renewal Term**”, the second, “**Second Renewal Term**” and collectively or singularly, “**Renewal Term(s)**”), and each option will be

for a five (5)-year period running consecutively, in the instance of the First Renewal Term, from the end of the Initial Term, and in the instance of the Second Renewal Term, from the end of the First Renewal Term. The Initial Term and the Renewal Term(s), if any, are sometimes hereafter collectively referred to as the "Term."

Except for the modification of Base Rent as provided in this Cover Sheet Basic Terms and except as otherwise specifically provided herein, the terms, provisions and conditions of this Agreement shall apply during the applicable Renewal Term(s) as and to the same extent as they apply during the Initial Term.

Section 1.1.5 Exercise of Options to Renew. Subject to the next grammatical paragraph, if Tenant elects to exercise its option for the applicable Renewal Term, it shall give written notice thereof ("**Renewal Notice**") to Landlord not later than nine (9) months, (i) in the instance of the First Renewal Term, prior to the expiration of the Initial Term, and (ii) in the instance of the Second Renewal Term, prior to the expiration of the First Renewal Term. It shall be a condition to the exercise and effectiveness of (a) either Renewal Term that no event has occurred that with the passage of time or the giving of notice of both is an Event of Default, either at the time of delivery of the Renewal Notice or at the commencement of the subject Renewal Term; provided, however, Landlord shall have the right, in its sole discretion, to waive such condition for purposes of Tenant's exercise of the subject Renewal Term; and (b) the Second Renewal Term, that Tenant was permitted to and did exercise its option for the First Renewal Term.

In the event Tenant fails to deliver a Renewal Notice, prior to the expiration of the time aforesaid, it shall act as notice to Landlord that Tenant has waived its right to renew for the applicable Renewal Term.

Section 1.1.6 Landlord's Right of Termination – Initial Term/First Renewal Term Expiration. Notwithstanding anything contained in this Agreement to the contrary, Landlord reserves the right to terminate this Agreement at the time, following written notice from Landlord to Tenant of Landlord's election to so terminate ("**Landlord's Notice of Termination**"), provided below in this Section 1.1.5.

If (i) the Daughters or Marillac, as applicable, in its or their sole discretion, have determined to sell the Complex, become the sole occupant of the Complex or to discontinue the majority of Marillac's operations at the Complex, and (ii) Landlord delivers to Tenant Landlord's Notice of Termination no later than twenty-four (24) months prior to the expiration, as applicable, of the Initial Term or the First Renewal Term, then in such instance this Agreement shall terminate at 11:59 p.m. local time on the last day, as applicable, of the Initial Term or First Renewal Term and be of no further force and effect, except for the rights of Tenant pursuant to Section 1.4 and those other rights and obligations of Landlord and Tenant that arose or accrued prior to such termination. If a Landlord's Notice of Termination is delivered, such notice shall set forth therein whether the reason for the delivery of the Landlord's Notice of Termination is because of the Daughters' intention to sell the Complex.

In the event Landlord fails to deliver to Tenant Landlord's Notice of Termination at least twenty-four (24) months prior to the expiration, as applicable, of the Initial Term or First Renewal Term, it shall act as notice to Tenant that Landlord and the Daughters have waived their respective right to terminate this Agreement for, as applicable, any Renewal Term or the Second Renewal Term.

Section 1.2 Expansion Space.

Section 1.2.1 First Expansion Space. There are two separate spaces in the Building into which Tenant shall have the right to expand the Premises, which spaces are located on the third floor of the Building. The first space is the room labeled on the Floor Plan as the "Library" comprised of 885 RSF, and is defined herein as the "**Initial First Expansion Space**." The second space is the remainder of the space on the third floor of the Building comprised of 9,749 RSF, and is defined herein as the "**Remainder First Expansion Space**." The Remainder First Expansion Space may include a segment thereof that is defined below in this Section 1.2.1 as the Segmented Remainder First Expansion Space. Depending on whether Tenant elects as below provided to have just the Initial First Expansion Space or both the Initial First Expansion Space and all of the Remainder First Expansion Space added to the Premises, the space permitted to be added to the Premises is defined herein as the "**First Expansion Space**."

As a result of written notice from Tenant to Landlord delivered no later than October 1, 2009, Tenant may elect to cause the Initial First Expansion Space to be added to the Premises on the date that is the first to occur of the date approved in writing by Landlord and Tenant, nine (9) months subsequent to the date Landlord receives such written notice or July 1, 2010 ("**Initial First Expansion Commencement Date**"), provided no Event of Default exists as of the date of delivery of such Tenant notice and as of the Initial First Expansion Commencement Date.

Provided Tenant exercised its right to have the Initial First Expansion Space added to the Premises, then as a result of written notice delivered by Tenant to Landlord no later than October 1, 2010 ("**Remainder First Expansion Notice**"), Tenant may elect to cause the Remainder First Expansion Space to be added to the Premises on the date ("**Remainder First Expansion Commencement Date**") that is approved in writing by Landlord and Tenant or, absent such approval, the date set forth in the Remainder First Expansion Notice that is not sooner than July 1, 2011, nor later than July 1, 2012, provided no Event of Default exists as of the date of delivery to Landlord of the Remainder First Expansion Notice and as of the Remainder First Expansion Commencement Date.

If Tenant fails to deliver the applicable written notice when aforesaid, it shall be deemed that Tenant has waived its right to cause, as applicable, the Initial First Expansion Space, the Remainder First Expansion Space and the Second Expansion Space to be added to the Premises. If Tenant does deliver the applicable written notice, then (i) the RSF of the Premises shall be increased by the applicable component of the First Expansion Space on the commencement date of such component by the RSF of the applicable component of the First Expansion Space added to the Premises, (ii) Landlord shall cause the floors of the applicable component of the First Expansion Space to be waxed and the applicable component of the First Expansion Space to be painted as reasonably needed and (iii) Landlord shall deliver occupancy thereof, as applicable, on the Initial First Expansion Commencement Date and Remainder First Expansion Commencement Date, subject to any extension of such date because of Force Majeure, that is the first to occur, as applicable to the subject component of the First Expansion Space, the Initial First Expansion Commencement Date or the Remainder First Expansion Commencement Date. If Landlord is unable to tender possession of the applicable component of the First Expansion Space to Tenant when aforesaid because of Force Majeure, this Agreement will remain in full force and effect; provided, however, Landlord and Tenant will equitably adjust, as applicable, the Initial First Expansion Commencement Date and Remainder First Expansion Commencement Date.

If Tenant timely delivers the Remainder First Expansion Notice to Landlord no later than October 1, 2010, then as the defrayment of Landlord's costs to reserve the Remainder First Expansion Space that is not Segmented Remainder First Expansion Space (as defined in the next succeeding grammatical paragraph), Tenant shall pay to Landlord, as part of Additional Rent, the amount ("**Monthly Defrayment Fee**") equal to \$0.75 per month per RSF of that portion of the Remainder First Expansion Space that is not Segmented Remainder First Expansion Space (or \$7,311.75 per month for the entirety of the Remainder First Expansion Space), commencing on July 1, 2011 and the same amount on the first day of each month thereafter (unless the Monthly Defrayment Fee is reduced as a result of the addition of the Segmented Remainder First Expansion Space to the Premises), until the Remainder First Expansion Commencement Date. Notwithstanding Tenant's obligation to pay the Monthly Defrayment Fee, until the Remainder First Expansion Commencement Date, Landlord may not occupy (except for Landlord's necessary periodic maintenance and cleaning purposes) any of the Remainder First Expansion Space and Tenant may only occupy the Segmented Remainder First Expansion Space if Tenant has timely delivered the Segmented Remainder First Expansion Notice and for which Landlord has approved the number of RSF contained in, the configuration of, and the location within the Remainder First Expansion Space of the Segmented Remainder First Expansion Space as provided in the next succeeding grammatical paragraph.

Notwithstanding the provision of the immediately preceding grammatical paragraph, if Tenant desires to have a portion of the Remainder First Expansion Space added to the Premises and delivers written notice to Landlord after October 1, 2010, but before May 1, 2012 ("**Segmented Remainder First Expansion Notice**"),

then that portion of the Remainder First Expansion Space that contains that number of RSF, is configured in such a manner and is located in that portion of the Remainder First Expansion Space that is reasonably approved by Landlord ("**Segmented Remainder First Expansion Space**"), then the (i) Remainder First Expansion Space shall mean the Remainder First Expansion Space, minus the Segmented Remainder First Expansion Space, and (ii) the RSF of the Segmented Remainder First Expansion Space will be added to the Premises on the date that is thirty (30) days subsequent to the date Landlord receives the Segmented Remainder First Expansion Notice ("**Segmented Remainder First Expansion Space Commencement Date**"), subject to any extension of such date because of Force Majeure. If Landlord is unable to tender possession of the Segmented Remainder First Expansion Space to Tenant when aforesaid because of Force Majeure, this Agreement will remain in full force and effect; provided, however, Landlord and Tenant will equitably adjust the Segmented Remainder First Expansion Commencement Date. The right of Tenant to elect to add the Segmented Remainder First Expansion Space to the Premises is subject to there not being an Event of Default existing as of the date of delivery of the Segmented Remainder First Expansion Notice and as of the Segmented Remainder First Expansion Commencement Date.

Except for the modification of Base Rent and Tenant's Proportionate Share as provided in Section 2.1.2, the Monthly Defrayment Fee (in the instance of the Remainder First Expansion Space) and as otherwise specifically provided herein, the terms, provisions and conditions of this Agreement shall apply to the applicable component(s) of First Expansion Space on and after, as applicable, the Initial First Expansion Commencement Date, the Segmented Remainder First Expansion Commencement Date and the Remainder First Expansion Commencement Date, as and to the same extent they apply to the Premises during the balance of the Term.

Section 1.2.2 Second Expansion Space. Provided Tenant has exercised its rights to renew provided in Section 1.1.4 for the First Renewal Term and its rights to expand the Premises provided in Section 1.2.1 to include all of the First Expansion Space as part of the Premises, then by written notice from Tenant delivered to Landlord no later than October 1, 2015 ("**Second Expansion Election Notice**"), Tenant may elect to cause either all of the Second Expansion Space or that specific classroom or those specific classrooms designated by Tenant that comprise a part of the Second Expansion Space to be added to the Premises ("**Second Expansion Election Notice**"). If Tenant fails to deliver its Second Expansion Election Notice when aforesaid, it shall be deemed that Tenant has waived its right to cause all or any part of the Second Expansion Space to be added to the Premises. If Tenant does deliver its Second Expansion Election Notice when aforesaid, it will specify whether Tenant is electing to have all of the Second Expansion Space added to the Premises or whether only a portion thereof is to be added. If Tenant elects to add only a portion of the Second Expansion Space, then (i) such portion(s) shall be those classrooms designated in the Second Expansion Election Notice, which designation must set forth the subject classroom(s) in the reverse numerical sequence designated on the Floor Plan, beginning with classroom number #16 containing 2,225 RSF and continuing, as applicable, with classroom #15 containing 3,409 RSF, classroom #14 containing 2,018 RSF, and classroom #13 containing 955 RSF, (ii) the RSF of the Premises shall be increased on the Second Expansion Commencement Date by the RSF of the applicable portions of the Second Expansion Space designated in the Second Expansion Election Notice, and (iii) Tenant shall be deemed to have waived its right to add any other portion(s) of the Second Expansion Space to the Premises. As to that portion (or all) of the Second Expansion Space Tenant elected to be added to the Premises as aforesaid, Landlord shall cause the floors thereof to be waxed and the applicable portion thereof (or all) to be painted as reasonably needed and shall deliver to Tenant the right to use and occupy the designated Second Expansion Space, as part of the Premises, on the date that is the first to occur of the date approved in writing by Landlord and Tenant, nine (9) months subsequent to the date Landlord receives the Second Expansion Election Notice or July 1, 2016 ("**Second Expansion Commencement Date**"), provided no Event of Default exists as of the date of delivery of the Second Expansion Election Notice and as of the Second Expansion Commencement Date. Notwithstanding the foregoing, if Landlord is unable to tender possession of the Second Expansion Space to Tenant on the Second Expansion Commencement Date because of Force Majeure, this Agreement will remain in full force and effect; provided, however, Landlord and Tenant will equitably adjust the Second Expansion Commencement Date. Besides the waxing of the floors and the painting as necessary, any cost of securing any portion of the Second Expansion Space shall be at Tenant's sole cost and expense.

Except for the modification of Base Rent and Tenant's Proportionate Share as provided in Section 2.1.2 and except as otherwise specifically provided herein, the terms, provisions and conditions of this Agreement shall apply to the Second Expansion Space on and after the Second Expansion Commencement Date, as and to the same extent they apply to the Premises during the balance of the Term.

Section 1.3 Parking. During the Term, the Exclusive Parking Spaces will be made available for the exclusive use of Tenant and its employees, parents of students of the Grade School, contractors, agents and invitees; provided, however, (a) Landlord shall have no liability to Tenant or anyone claiming by, through or under Tenant if someone who is not an employee of Landlord uses any portion of the Exclusive Parking Spaces without Landlord's prior written consent, and (b) the Exclusive Parking Spaces shall be subject to the Complex Rules, which may include the display of Landlord's parking sticker evidencing the proper use of the Exclusive Parking Spaces. No Rent shall be attributable to the use of the Exclusive Parking Space by Tenant.

Anything in this Agreement to the contrary notwithstanding, other than the Exclusive Parking Spaces, Landlord may reserve other parking spaces in the Parking Lot for the exclusive use by Landlord, Landlord's employees, contractors, agents and invitees or other occupants of the Building (and their respective employees, licensees and invitees). In no instance shall Tenant or anyone claiming, by through or under Tenant use any portion of the Parking Lot, except the Exclusive Parking Spaces, without first obtaining Landlord's prior written consent. All vehicles will be parked in the Parking Lot at the sole risk of the owner thereof, and neither the Daughters nor Landlord assumes any responsibility for any damage to or loss of vehicles. No vehicles will be parked overnight.

Section 1.4 Proposed Sale of Complex. As of the Effective Date, Landlord and Tenant shall execute and Landlord shall cause the Daughters to execute the form of the Consent, Non-Disturbance, Attornment and Estoppel Certificate Agreement ("**Non-Disturbance Agreement**") attached hereto as **EXHIBIT "D"**. Among other terms and provisions, the Non-Disturbance Agreement shall require the Daughters to accept and be bound by the terms, provisions and conditions of this Section 1.4.

If, at any time during the Term, the Daughters (a) receive from a party that is not an Affiliate of the Daughters ("**Daughters Non-Affiliated Party**") an offer to purchase and acquire the Complex ("**Purchase Offer**"), which Purchase Offer the Daughters intend to execute or negotiate, or (b) intend to sell and convey the Complex to a Daughters Non-Affiliated Party ("**Intent to Sell**"), then in either instance the Daughters will notify Tenant thereof in writing. Such written notification ("**Proposed Sale Notice**") will contain, among other things, in the instance of a Purchase Offer, the purchase price contained therein (which price in the Purchase Order will not be deemed to be an offer to Tenant), and in the instance of an Intent to Sell, the purchase price at which the Daughters will sell the Complex. In addition, the Proposed Sale Notice will contain such other terms, provisions and conditions of sale the Daughters determine, in its sole discretion, to be appropriate, in response to either a Purchase Offer or as part of the Daughter's Intent to Sell; provided however, such other terms, provisions and conditions shall nonetheless include a termination, at such time of conveyance, of the License and the concurrent succession of the purchaser of the Complex to the rights and obligations of Landlord, except those that arise or accrue prior to such succession. Marillac Social Center, Inc. and Tenant hereby approve such termination and succession.

If in response to a Proposed Sale Notice Tenant elects to negotiate with the Daughters to purchase the Complex, Tenant shall notify the Daughters and Landlord, in writing, of such election ("**Response Notice**"). If Tenant fails to deliver to the Daughters and Landlord a Response Notice within ten (10) days subsequent to the date of Tenant's receipt of an Proposed Sale Notice, it shall act as notice to the Daughters and Landlord that Tenant has waived its rights under this Section 1.4 in respect to the subject Proposed Sale Notice.

However, if Tenant does deliver its Response Notice when aforesaid, then for a period of thirty (30) days subsequent to the date the Daughters receive the Response Notice ("**Tenant Negotiation Period**"), Tenant will have the exclusive right to negotiate with the Daughters to purchase and acquire the Complex on

those terms and conditions acceptable to the Daughters, in its sole discretion, and the Daughters will not execute a binding agreement with anyone to sell the Complex until the first to occur of the expiration of the Tenant Negotiation Period or the termination of negotiations by Tenant during the Tenant Negotiation Period. If after the expiration of the Tenant Negotiation Period or the earlier termination of negotiations by Tenant, Tenant and the Daughters have not executed and delivered a binding agreement pursuant to which the Daughters have agreed to sell and convey and Tenant has agreed to purchase and acquire the Complex, the Daughters shall have no further obligation to negotiate with Tenant and Tenant shall have no further right to negotiate with the Daughters for the purchase of the Complex, except as provided in the next succeeding grammatical paragraph of this Section 1.4.

Notwithstanding the limitation on Tenant's right to negotiate for the purchase of the Complex, if within one hundred and twenty (120) days subsequent to the first to occur of Tenant's failure to deliver to the Daughters and Landlord the subject Response Notice or the expiration of the subject Tenant Negotiation Period, the Daughters have failed to enter into a binding agreement to convey the Complex to a Daughters Non-Affiliate, then if the Daughters subsequently receive a new Purchase Offer from someone other than Tenant or anyone on Tenant's behalf, including an Affiliate of Tenant, then the Daughters shall deliver to Tenant a new Proposed Sale Notice and Tenant shall have the same rights provided above as a result of such new Proposed Sale Notice.

During the Term, the Daughters agree and to be bound by the by the provisions of Section 1.5 as if, for the purposes of Section 1.5, the Daughters is the Landlord.

Section 1.5 Landlord Restricted Uses. For purposes of this Section 1.6, "Landlord" will mean Marillac Social Center, Inc., the Daughters or any entity wholly owned or controlled by the Daughters. During the Term, Landlord shall not permit any other occupant of the Building to use all or any portion of the Complex for purposes of operating a:

- cocktail lounge, bar or other establishment that permits the consumption of alcoholic beverages (except for the consumption of alcoholic beverages in any portion of the Building that is not a part of the Premises during social events conducted by Landlord after 9:00 p.m. on Business Days or on weekends, which events are for Landlord's fund raising, recruiting or staff appreciation purposes (individually or collectively, "Landlord Event");
- disco (except for a Landlord Event);
- bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade;
- theater (except for plays or presentations by Landlord's staff or the children that are Landlord's charges);
- adult book store, adult material theatre, adult material amusement facility;
- any facility selling or displaying pornographic materials or having such pornographic displays;
- second hand store, except for Landlord's second hand store operated for fund raising purposes;
- odd lot, closeout or liquidation store, auction house, except in each instance for a Landlord Event);
- flea market, except for a Landlord event;
- school, education or training facility, except in each instance for Landlord's educational programs;
- blood bank, massage parlor or funeral home;
- sleeping quarters or lodging, except for the housing of the Daughters on the top floor of the Building;
- the outdoor housing or raising of animals;
- the sale (except for a Landlord Event), leasing or storage of automobiles, boats or other vehicles;
- any industrial manufacturing, assembly or storage use, including, without limitation, any smelting, rendering, brewing, refining, chemical manufacturing or processing;
- any mining or mineral exploration or development except by non-surface means;
- carnival, amusement park or circus, except for a Landlord Event;
- off track betting establishment;
- bingo hall, except for a Landlord Event;
- any use involving the use, storage, disposal or handling of Hazardous Materials or underground storage tanks;
- any use which may materially or adversely affect the water and sewer services supplied to the Premises;

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- any facility for the sale of paraphernalia for use with illicit drugs; or
- any use which creates a public nuisance.

ARTICLE 2 RENTAL AND OTHER PAYMENTS

Section 2.1 Base Rent.

Section 2.1.1 Payment. Tenant will pay Base Rent in the amount set forth in the Cover Sheet Basic Terms for the Initial Term and, if applicable, for each Renewal Term and, as provided in Section 2.1.2, the applicable Expansion Space, each in monthly installments to Landlord, in advance, without offset or deduction, except as otherwise provided in Section 6.3 and Articles 11 and 12, beginning on the Commencement Date and continuing on the first day of each and every calendar month during the Term after, as applicable, the Commencement Date, the Initial First Expansion Commencement Date, the Remainder First Expansion Commencement Date and Second Expansion Commencement Date. Tenant will make all Base Rent payments to Landlord at Landlord's Rent Address specified in the Cover Sheet Basic Terms or at such other place or in such other manner as Landlord may from time to time designate in writing.

Landlord and Tenant will prorate, on a per diem basis, Base Rent for any partial month within the Term, whether applicable to the Initial Term, any Renewal Term, the Initial First Expansion Commencement Date, the Remainder First Expansion Commencement Date or the Second Expansion Commencement Date.

Section 2.1.2 Expansion Space Base Rent and Tenant's Proportionate Share. In the event Tenant exercises its right to the applicable space comprising the First Expansion Space only or exercises its rights to all of the First Expansion Space plus some or all of the Second Expansion Space as provided in Section 1.2, then as applicable:

(i) on the Initial First Expansion Commencement Date and, if applicable, on each of the Segmented Remainder First Expansion Commencement Date and the Remainder First Expansion Commencement Date (y) the Base Rent shall be increased by an amount equal to the RSF contained in the subject space of the First Expansion Space multiplied by the Base Rent Rate for the period set forth in the Cover Sheet Basics Terms during which the Initial First Expansion Commencement Date and, if applicable, each of the Segmented Remainder First Expansion Commencement Date and the Remainder First Expansion Commencement Date occurs for each period thereafter specified in the Cover Sheet Basic Terms during the balance of the Term, (z) the Tenant's Proportionate Share will be amended to equal the total RSF in the Initial Premises and the applicable components of the First Expansion Space, divided by the Building RSF; and

(ii) provided all of the First Expansion Space has been added to the Premises, then on the Second Expansion Commencement Date (y) the Base Rent shall be increased by an amount equal to the RSF contained in so much of the Second Expansion Space that is added to the Premises, multiplied by the Base Rent Rate for the period set forth in the Cover Sheet Basics Terms during which the Second Expansion Commencement Date occurs and for each period thereafter set forth in the Cover Sheet Basic Terms during the Term, (z) the Tenant's Proportionate Share will be amended to be equal to the sum of the total RSF contained the Initial Premises, the all of the First Expansion Space and the portion of the Second Expansion Space that is added to the Premises, divided by the Building RSF

Section 2.1.3. Rent Independent and Payable Without Prior Demand. Except as set forth herein, all payments of Base Rent and Additional Rent shall be independent and Base Rent shall be payable without previous demand therefor. In case of nonpayment by Tenant of any item of Additional Rent payable to Landlord when the same is due, Landlord shall have, in addition to all its other rights and remedies, all of the rights and remedies available to Landlord under the provisions of this Agreement or by law as if in the case of nonpayment of Base Rent. The performance and observance by Tenant of all the terms, covenants, conditions and

agreements to be performed or observed by Tenant hereunder shall be performed and observed by Tenant, at Tenant's sole cost and expense.

ARTICLE 3 **ADDITIONAL RENT**

Section 3.1 Additional Rent. In addition to the Base Rent payable by Tenant under the provisions of Article 2 hereof, Tenant shall pay to Landlord the Monthly Defrayment Fee and the amounts provided in this Article 3 (collectively, "**Additional Rent**"). The Base Rent, Additional Rent and any other payment obligation of Tenant to Landlord pursuant to this Agreement are sometimes herein collectively referred to as "**Rent**." All amounts due as Additional Rent shall be payable for the same time periods and in the same manner and place as the Base Rent, without regard to the abated Base Rent. For any partial Fiscal Year (as hereafter defined), Tenant shall be obligated to pay only a pro-rata share of the Additional Rent, based on the number of days in the Term falling within such Fiscal Year.

Section 3.1.1 Definitions. As used in this Agreement, the following terms shall have the following meanings:

- (a) "**Base Year**" shall mean the one (1) year period beginning on July 1, 2009 and ending on June 30, 2010.
- (b) "**Complex Costs**" shall mean Tenant's Proportionate Share of Excess Operating Expenses plus Tenant's Applicable Taxes.
- (c) "**Controllable Expense**" shall mean all Costs other than (i) those Costs for Landlord's services that in spite of the fact that they can be competitively bid, the ultimate Costs to be incurred therefor are dependant on the frequency or quantity of the service provided that cannot be controlled by Landlord, and (ii) those Costs for insurance coverages required to be maintained by Landlord pursuant to Section 10.2, snow removal, gas, electric, water and other utilities and annual amortized capital improvements provided in Section 3.1.1(d)(2) below.
- (d) "**Costs**" shall mean all reasonable expenses, costs, fees and disbursements (other than Taxes), of every kind and nature (determined for the applicable Fiscal Year on an accrual basis) paid (to the extent not accrued and included in a prior Fiscal Year) or incurred by Landlord or the Daughters in connection with the ownership, management, operation, maintenance and repair of the Complex, provided, however, Costs shall be net of any discounts received by or rebates received by Landlord for any such Costs.
- (e) "**Excess Operating Expenses**" shall mean the sum of the following:
 - (i) the amount of all of those Operating Expenses that are not Controllable Expenses that are incurred in each Fiscal Year or portion thereof within the Term after the Base Year and that are in excess of all of those Operating Expenses that are not Controllable Expenses that are incurred during the Base Year or the same portion of the Base Year that equals the period of such partial Fiscal Year within the Term; plus
 - (ii) the lesser of (y) the actual amount of the Controllable Expenses incurred in each Fiscal Year or portion thereof within the Term after the Base Year that are in excess of those Controllable Expenses incurred during the Base Year or the same portion of the Base Year that equals the period of such partial Fiscal Year within the Term, or (z) the amount, for the subject Fiscal Year or portion thereof within the Term, that is equal to the sum of the Base Year Controllable Expenses that are escalated at the annual

compounding rate of three percent (3%) for each Fiscal Year (or portion thereof) within the Term after the Base Year.

- (f) “**Exclusions**” shall mean the following that, except as hereafter provided, shall not be included in Operating Expenses:
- (1) Financing Costs. Costs for interest and principal on mortgage debt and other costs of borrowed funds, including loan fees, participation payments, ground rental payments, and financing or refinancing Costs.
 - (2) Capital Costs. Costs for capital improvements, including, but not limited to, Costs of any repair, alteration, addition, change, tool, equipment, replacement and the like which, under generally accepted accounting principals, consistently applied, would be properly classified as a capital expenditure (inclusive of rental payments that would otherwise constitute a capital expenditure, if not paid over time); provided, however, to the extent such capital improvements or capital expenditures are required by governmental authority(ies), are Costs for compliance with Laws enacted after the Effective Date or are Operating Expense savings for the Complex, then to the extent they annually increase safety, reduce Operating Expenses or are required for compliance with laws enacted after the Effective Date, as reasonably amortized by Landlord, they shall not be deemed an Exclusion. If in any such amortized Cost does exceed such actual savings, the excess of such amortized Cost shall be applicable to succeeding Fiscal Years, but only to the extent of the actual savings in the applicable Fiscal Year.
 - (3) Alterations. Except for the Common Areas, Costs for painting, decorating or alterations to the Premises or other premises in the Complex, including any work furnished by Landlord, without charge, as an inducement for an occupant to hire premises in the Complex (i.e., rent abatement, improvement allowances and the like).
 - (4) Depreciation. Depreciation of the Complex or any component thereof.
 - (5) Employees or Affiliates of Landlord; Overhead. Except for the Property Management Fee, the Cost of salaries and other compensation of executive employees of Landlord or of the Management Agent senior to the resident manager of the Complex, and the Cost of Landlord’s entity overhead not related to the management of the Complex.
 - (6) Excess Property Management Fee and Related Entities. The fee paid to the management agent of the Complex (“**Property Management Fee**”), provided it is not in excess of a similar fee paid to experienced property managers, who manage complexes on the near west side of the City and who provide similar services to that of the management agent of the Complex, or in the instance of other agents related to Landlord, that is in excess of customary market amounts which would be paid in the absence of such relationship.
 - (7) Other Taxes. Except for In-Lieu Taxes, the Costs for income or franchise taxes or other such taxes imposed or measured by the income of the Landlord from the operation of the Complex.
 - (8) Special Services. The Cost of (i) constructing, installing, operating, cleaning, repairing, safety, managing, security, maintaining or other services of any kind for any special service or facility at the Complex such as an observatory, broadcasting

facility, luncheon club, dining facility, retail facilities, parking operation (but only to the extent of income received therefrom) or storage space in the Complex, and (ii) compensation to clerks, attendants or other persons in commercial concessions operated by Landlord.

- (9) Special Treatment. The Cost of utilities, services or amenities not available to all occupants of the Complex or that are provided to any occupant to a materially greater extent or materially more favorable manner than generally provided to Tenant.
- (10) Defects. Costs of correcting latent defects and defects in the design, construction or renovation of the Complex or its systems.
- (11) Compliance. The Costs due to violation of any insurance rating bureau or other quasi-public authority. The Cost of any payments by Landlord to any occupant of the Complex by reason of Landlord's default in obligations to such occupant or as damages, reimbursements or indemnification to any person because of any negligent or wrongful act or omission of Landlord. The Cost of any violation by Landlord.
- (12) Recompensed Services. The Cost of any performed service provided for which fees are paid or other compensation received, but only to the extent of such fees or other compensation.
- (13) Legal Costs and Commissions. The Cost of legal expenses incurred in connection with (i) use rights of occupants of the Complex, including, without limitation, negotiations with prospective occupants, (ii) enforcing provisions of this Agreement or other agreements for space in the Complex, (iii) defending against claims brought by occupants under agreements for space in the Complex, and (iv) any mortgage or ground lease encumbering all or any part of the Complex. The Cost of any expenses incurred in letting or procuring new occupants of the Complex, such as brokers' commissions (including commissions for renewals) or the Cost of compensation, fees of counsel, maintenance of a management office, advertising and promotions with respect to letting or procuring new occupants of the Complex.
- (14) Art Work. The Cost of sculptures, paintings and other objects of art located in or about the Complex, whether interior, exterior or immediately adjacent thereto, and insurance related thereto.
- (15) Warranty Costs. The cost of any expenditures for repairs or maintenance that are covered by warranties, guaranties or service contracts, but only to the extent of such coverage received by Landlord.
- (16) Covered Costs. Those Cost provided in this Agreement to be at Landlord's sole cost and expense, to the extent the reimbursement or collection of such Costs are precluded by the terms of this Agreement, and the Cost of any expenditures for which Landlord has been compensated by third parties such as insurance carriers, or would have been entitled to compensation, had Landlord maintained such agreements with third parties or maintained such insurance customarily maintained by landlords of complexes on the near west side of the City that are similar to the Complex.
- (17) Condemnation. The Cost of any repairs or other work occasioned by any condemnation proceedings.

- (18) Gross Negligence. The Cost incurred due, but only to the extent attributable, to the gross negligence or willful misconduct of any of Landlord and Landlord's agents or contractors and any of their subcontractors or sub-subcontractors.
- (19) Violations. The Cost of any fines or penalties resulting from violations by Landlord of any, law, statute, ordinance, governmental rule or authority.
- (20) Hazardous Substances. The Cost of any expense incurred in connection with investigations conducted by Landlord pertaining to the existence of violations of Hazardous Materials Laws or the treatment, encapsulation or removal Hazardous Materials in connection with remediation thereof.
- (21) Excess Controllable Expenses. To the extent, in any Fiscal Year after the first Fiscal Year, any Controllable Expense exceeds of 103% of the Cost of such Controllable Expense in the preceding Fiscal Year.
- (g) "Fiscal Year" shall mean each period commencing on July 1 and ending on June 30 in which any part of the Term falls.
- (h) "Operating Expenses" shall not include the Exclusions, but shall otherwise mean all Costs reasonably paid or incurred by Landlord or the Daughters in connection with the ownership, management, operation, maintenance and repair of the Complex during each one (1) year period or portion thereof within the Term after the Base Year. Any permitted Costs shall be included in Operating Expenses for any Fiscal Year no more than once, notwithstanding that such Costs may fall under more than one of the permitted categories of Operating Expenses.
- (i) "Taxes," if contrary to the contemplation of Landlord and Tenant provided in Recital D that no taxes will be assessed, shall mean all real estate taxes and assessments, special or otherwise, levied or assessed upon or with respect to the Complex and ad valorem taxes for any personal property owned by Landlord and used exclusively in connection with the management and operation of the Complex. Notwithstanding, such real estate taxes and assessments (except as provided below in respect to special assessments) and ad valorem taxes shall be included in Taxes for a Fiscal Year only to the extent such Taxes and assessments are paid and payable in such Fiscal Year. Should the State of Illinois or any other governmental authority having jurisdiction and taxing power over the Complex: (i) impose a tax, assessment, charge or fee, by way of substitution for real estate taxes and ad valorem personal property taxes, or in lieu of an increase in real estate taxes and ad valorem personal property taxes, or (ii) impose an income tax or franchise tax or a tax on rents ("Rent Tax") in substitution for or as a supplement to a tax levied against the Complex or the personal property thereon that is used exclusively in connection with the management and operation of the Complex which are payable during any Fiscal Year during the Term, all such taxes, assessments, fees or charges (hereafter referred to as "In-Lieu Taxes") shall be deemed to constitute Taxes hereunder.

If any special assessment payable in installments that is levied against all or any part of the Complex, then Taxes for the Fiscal Year in which such assessment is levied and for each Fiscal Year thereafter shall include only the amount of any installments of such assessment plus interest thereon paid and payable during such Fiscal Year (without regard to any right to pay or make payments of such assessment in a single payment).

Except as above provided with regard to In-Lieu Taxes, Taxes shall not include any tax on inheritance, estate, succession, transfer, sales, gift, franchise, income, capital or stock. In addition, to the extent any Rent Tax is levied in lieu of any of the above-described Taxes,

Landlord shall pass-through and apportion any such Rent Tax directly to any occupant of the of the Complex to whom such Rent Tax is attributable to the extent reasonably practicable.

There are currently no Taxes payable in connection with the ownership or operation of the Complex, but Landlord cannot assure Tenant that there will not be Taxes payable in the future, (i) regardless of the not-for-profit status of Landlord or Tenant, or (ii) that Tenant's rights under this Agreement are partially assessed for the determination of Taxes or that Tenant's rights under this Agreement becomes a separate tax parcel for assessment purposes.

- (j) **"Tenant's Applicable Taxes"** shall mean, as applicable, (i) Tenant's Proportionate Share of Taxes that are payable in any Fiscal Year after the Base Year as a result of the ownership or operation of the Complex resulting from a change in Laws pursuant to which, regardless of the non-for-profit and 501(C)(3) status of Landlord and Tenant, Taxes for the Complex are assessed and payable, or (ii) Taxes that are assessed and payable for the Complex in any Fiscal Year after the Base Year as a result of any action or inaction specifically taken or not taken by Tenant. The entire amount of Tenant's Applicable Taxes that accrue after the Base Year but during the Term shall be payable entirely by Tenant, regardless of whether such payment is due during the Term or after the expiration or earlier termination thereof. Notwithstanding the foregoing, Tenant's Applicable Taxes shall not include any Taxes assessed and payable for the Complex in any Fiscal Year as a result of any action or inaction specifically taken or not taken by Landlord.

Section 3.1.2 Abatement Period – Payment of Tenant's Proportionate Share of Operating Expenses. On the Commencement Date, and on the first day of each month thereafter to and including the date that is six (6) months after the Commencement Date ("**Base Rent Abatement Period**"), Tenant shall pay to Landlord, as Additional Rent, the amount of \$10,095.00 ("**Abatement Period Additional Rent**").

As promptly as reasonably possible following the expiration of the Base Rent Abatement Period, Landlord shall deliver to Tenant a statement of the actual final determination of the Operating Expenses for the Base Rent Abatement Period. If the amount of the Abatement Period Additional Rent paid by Tenant during the Base Rent Abatement Period is less than the amount contained in said statement, then Tenant shall pay such deficiency to Landlord within thirty (30) days following the delivery to Tenant of such statement. If the amount of the Abatement Period Additional Rent paid by Tenant during the Base Rent Abatement Period exceeds the actual amount reflected in said statement, then within thirty (30) days following the delivery of the such statement to Tenant, Landlord shall refund to Tenant the amount of such excess.

Section 3.1.3 Payment of Complex Costs. As part of Additional Rent, Tenant shall pay Landlord, on July 1, 2010, and on the first day of each month thereafter during the Term, 1/12th of the Complex Costs applicable for the Fiscal Year or portion thereof within the Term.

Not later than June 1, 2010 and on June 1 of each succeeding Fiscal Year or portion thereof in the Term, Landlord shall deliver to Tenant Landlord's good faith estimate of the Complex Costs for the Fiscal Year in question. In the event Landlord has not delivered a statement of the estimated Complex Costs by June 1st of any Fiscal Year during the Term, then Tenant shall pay monthly installments equal to the Complex Costs for the immediately preceding Fiscal Year, until such time as Tenant receives Landlord's good faith estimate for the subject Fiscal Year. If at the time Tenant receives such estimate and the amount thereof is more or less than the amount previously paid for the subject Fiscal Year pending receipt of such estimate, then in the instance of overpayment, Tenant shall reduce its succeeding monthly installments until Tenant has recouped the previous overpayment, and in the instance underpayment, Tenant shall pay to Landlord, within thirty (30) days following Tenant's receipt of such estimate that amount by which Tenant had previously under paid its previous installments.

Landlord, acting in good faith, may re-estimate the amount of Complex Costs once during any Fiscal Year falling in the Term as a result of changes in Operating Expenses or Tenant's Applicable Taxes. In such event, Landlord will re-estimate the monthly Additional Rent attributable to Complex Costs to an amount sufficient for Tenant to pay the re-estimated monthly amount over the balance of the subject Fiscal Year. Landlord will notify Tenant of the re-estimate and Tenant will pay the re-estimated amount in the manner provided in this Section 3.1.

Section 3.1.4 Assessment of Unanticipated Taxes. If, as a result of this Agreement and contrary to the contemplations of Landlord and Tenant provided in Recital D, Taxes are assessed that are not the result of a change in Laws or the result of any action or inaction specifically taken or not taken by Tenant as provided in Section 3.1.1(j) ("**Unanticipated Taxes**"), Tenant will pay all such Unanticipated Taxes (and not only Tenant's Proportionate Share thereof) that accrue prior the expiration or earlier termination of the Term.

Section 3.1.5 Right of Termination Re: Unanticipated Taxes. Promptly after either the Daughters or Landlord become aware that the continuation of the exemption of the Complex from the obligation to pay Taxes will not be renewed, Landlord will notify Tenant of such event, in writing ("**Notice of Discontinuance**"). If Tenant receives the Notice of Discontinuance, Tenant shall have the right to terminate this Agreement and the Term, effective on the date set forth in Tenant's written notice to Landlord ("**Discontinuance Notice of Termination**") as the date on which Tenant elects to so terminate, provided that (i) the Discontinuance Notice of Termination is delivered to Landlord not later than thirty (30) days following Tenant's receipt of the Notice of Discontinuance, and (ii) the effective date of such termination specified in the Discontinuance Notice of Termination is not sooner than sixty (60) days or later than ninety (90) following Tenant's receipt of the Notice of Discontinuance. If Tenant does not deliver the Discontinuance Notice of Termination to Landlord within thirty (30) days after Tenant's receipt of the Notice of Discontinuance, it shall be deemed that Tenant has waived its right to terminate this Agreement and Term as provided in this Section 3.1.5, and Tenant shall be solely responsible for the payment to Landlord, as Additional Rent, all of the Unanticipated Taxes accruing during the Term.

Notwithstanding the foregoing, if Landlord receives the Discontinuance Notice of Termination, then provided Landlord notifies Tenant, in writing, within fifteen (15) days following Landlord's receipt of the Discontinuance Notice of Termination that Landlord will pay all Unanticipated Taxes, Tenant's right to terminate this Agreement and the Term pursuant to this Section 3.1.5 shall be void, in which event Landlord will pay all of the Unanticipated Taxes accruing during the Term.

Section 3.2 Gross-Up. Anything herein to the contrary notwithstanding, in the event the Complex is less than ninety-five percent (95%) occupied during any Fiscal Year (including the Base Year), a reasonable and equitable adjustment shall be made by Landlord in computing Tenant's Proportionate Share of Excess Operating Expenses for the applicable Fiscal Year after the Base Year so that the Tenant's Proportionate Share of Excess Operating Expenses shall be adjusted to the amount in respect to Operating Expenses that would have been incurred had the Complex been ninety-five percent (95%) occupied during such Fiscal Year, provided, however, Landlord agrees that Landlord shall only make such adjustments to Operating Expenses which will vary depending on the level of occupancy. The limited addition to Tenant's Proportionate Share of Excess Operating Expenses set forth in the preceding sentence is referred to herein as "**Gross-Up.**" Notwithstanding the foregoing, in no instance shall Landlord shall receive more than 100% of Excess Operating Expenses as a result of a Gross-Up.

Section 3.3 Adjustment; Audit.

Section 3.3.1 Adjustment. Promptly following each Fiscal Year, Landlord shall deliver to Tenant a statement of the final determination of the Operating Expenses and Tenant's Applicable Taxes for such Fiscal Year ("**Statement**"). Such Statement shall also reflect the Complex Costs paid by Tenant with respect to such Fiscal Year. If the amount of Complex paid by Tenant for any Fiscal Year is less than the actual contained in the Statement, then Tenant shall pay such deficiency to Landlord within thirty (30) days

following the delivery to Tenant of the Statement for such Fiscal Year. If Tenant's Proportionate Share of Excess Operating Expenses paid by Tenant for such Fiscal Year exceeds the actual amount reflected in the Statement, then within thirty (30) days following the delivery of the Statement to Tenant, Landlord shall refund to Tenant the amount of such excess.

Section 3.3.2 Audit. Within one hundred and twenty (120) days after receipt of Landlord's Statement for each Fiscal Year, Tenant, at Tenant's expense (except as hereafter provided), shall have the right to audit, at the location designated by Landlord, being either at the Complex, at the St. Vincent de Paul Center at 2145 N. Halsted, Chicago, Illinois 60614, or at such other location in the City designated by Landlord, Landlord's accounts and records relating to the Operating Expenses and Taxes for the Fiscal Year to which such Statement pertains. If Tenant fails to notify Landlord, within said one hundred and twenty (120) day period, that Tenant elects to conduct an audit, it shall act as notice to Landlord that Tenant has waived its right to audit the Operating Expenses or Taxes for the Fiscal Year in question. Any audit Tenant elects to conduct shall be conducted with diligence. Any audit Tenant elects to conduct shall be conducted by an independent accountant that is approved by Landlord, which approval shall not be unreasonably withheld, provided such independent accountant shall not be one who (or whose organization) audits operating expenses or taxes of multi-occupant facilities on a contingent fee basis. If any such audit reveals that Landlord has overcharged Tenant for the Fiscal Year in question, the amount overcharged shall be paid by Landlord to Tenant within thirty (30) days after the results of such audit have been delivered to Landlord, together with interest on that portion of the overcharge that is in excess of \$1,000.00 at Maximum Rate of Interest, from the date the Statement was delivered to Tenant until payment of the entirety of the overcharge is made by Landlord to Tenant. In addition, if the audit determines that the Statement exceeds the actual Tenant's Proportionate Share of Excess Operating Expenses which should have been charged to Tenant by more than 5% or exceeds the actual Tenant's Applicable Taxes which should have been charged to Tenant by more than 5%, each independent of the other, the commercially reasonable cost of the audit shall be paid by Landlord to Tenant within thirty (30) days following the date Landlord receives from Tenant an invoice for such cost. However, if such audit reveals that Landlord undercharged Tenant, the amount undercharged shall be paid by Tenant to Landlord within thirty (30) days after the results of such audit have been delivered to Landlord, together with interest the portion of such undercharge that is in excess of \$1,000.00 at the Maximum Rate of Interest, from the date the Statement was delivered to Tenant until payment of the entirety of the undercharge is made by Tenant to Landlord.

Section 3.3.3 Delinquent Rental Payments. If Tenant does not pay any installment of Rent, on the date on which such payment is due, then the unpaid portion thereof, following written notice from the Landlord to Tenant, shall bear interest at the Maximum Rate of Interest from the day when such payment is due through the date the payment is made. Landlord's right to such compensation for the delinquency is in addition to all of Landlord's rights and remedies under this Agreement, at law or in equity.

Section 3.3.4 Independent Obligations. Anything in this Agreement to the contrary notwithstanding, Tenant's covenant and obligation to pay Rent is independent from any of Landlord covenants, obligations, warranties or representations in this Agreement. Tenant will pay Rent without any right of offset or deduction, except as provided in Section 6.3 and Articles 11 and 12.

ARTICLE 4 USE

Section 4.1 Permitted Use. Tenant will not use the Premises or any portion thereof for any purpose other than (i) for the operation of a school and education of children in classes from kindergarten through and including eighth grade ("Grade School"); (ii) for purposes of the administration and management of the Grade School; (iii) for the use of those portions of the Common Areas and Common Amenities set forth in Section 4.5.1; (iv) for workshops for parents or guardians of the students of the Grade School; and (v) for after-school activities for the benefit of the students of the Grade School, which after-school activities are run for or on behalf of Tenant but do not compete with Landlord's School Age Program, except in the limited instance of a failure to make the Cure of Landlord's School Age Program as provided in Section 4.1.2

(collectively in the instance of clauses (i) through and including (v), "Use"). Notwithstanding the foregoing, the Use is not deemed to permit Tenant to use of the Premises or any part of the Complex in any manner (a) in violation of any Laws or in any manner which would (a) that would violate any certificate of occupancy affecting the Complex; (b) that makes void or voidable any insurance now or after the Effective Date in force with respect to the Complex; (c) that causes injury or damage to the Complex or to the person or property of any other occupant on the Complex; (d) that causes a diminution in the value or usefulness of all or any part of the Complex (reasonable wear and tear excepted); or (e) that would constitute a public or private nuisance or waste. Tenant will obtain and maintain, at Tenant's sole cost and expense, all permits and approvals required under the Laws for Tenant's Use of the Premises.

Section 4.1.1 Times of Use. The Use shall be permitted at the following times by the following people and with the following restrictions. Between the hours of 6:00 a.m. and 9:00 p.m. on each Business Day, students enrolled in the Grade School and provided they are supervised by the teachers, teachers aides and administrators of the Grade School (collectively, "Grade School Staff"), shall be permitted access to the Premises through the Common Areas, except that no students, except for handicapped students, may use the elevators servicing the Complex without the prior approval of Landlord. Each member of the grade School Staff will be permitted access to the Premises through the Common Areas, including the use of the elevators servicing the Complex, between the hours of 6:00 a.m. and 9:00 p.m. on each Business Day, and at all other times, provided that at such other times each member(s) of the Grade School Staff gains entry to the Building when Tenant's CEO, Grade School Manager, principal or assistant principal is present to unlock the Francisco entrance to the Building and supervise such entry. Notwithstanding the foregoing, any entry to the Building is subject to such additional regulations as Landlord shall determine reasonably necessary for safety purposes.

Section 4.1.2 Landlord's School Age Program. Tenant acknowledges Landlord currently operates or may in the future cause to be operated in the Building Landlord's School Age Program for the safety of, tutoring of or activities for grade school aged children, including, but not limited to Tenant's Grade School students. If at any time during the Term, while Tenant's Grade School students are enrolled in Landlord's School Age Program, Tenant's CEO reasonably determines that Landlord's Grade School Program is deficient in the care, safety or adequately meeting the academic and social needs of Tenant's Grade School students or in providing the necessary activities for Tenant's Grade School students, Tenant shall give Landlord written notice thereof setting forth, with reasonable specificity, that or those elements of Landlord's School Age Program Tenant's CEO has so determined to be deficient and that Tenant requests Landlord to cure ("Cure of Landlord's School Age Program"). If within forty-five (45) days following Landlord's receipt of any such notice from Tenant Landlord chooses not to or fails to effectuate the Cure of Landlord's School Age Program, then Tenant, in its sole discretion, may conduct, but only in the Premises, its own after-school program, provided that such program is only for the enrollment of Tenant's Grade School students and not for any other child, and no outside agency is employed in conducting such program.

Section 4.2 Acceptance of Premises. Except as otherwise provided herein, Tenant acknowledges that neither Landlord nor any agent, contractor or employee of Landlord has made any representation or warranty of any kind with respect to the Premises (or any portion thereof), the Building or the Complex, specifically including, without limitation, any representation or warranty of suitability or fitness of the Premises, Building or the Complex for any particular purpose. Tenant's occupancy of the Premises, establishes Tenant's acceptance of the Premises, the Building and the Complex in an "AS IS -- WHERE IS" condition.

Section 4.3 Increased Insurance. Tenant will not do in the Complex or permit to be done on the Premises anything which will (a) increase the premium of any insurance policy that Landlord carries covering the Premises or the Complex; (b) cause a cancellation of or be in conflict with any such insurance policy; (c) result in any insurance company's refusal to issue or continue any such insurance in amounts and at a cost reasonably satisfactory to Landlord; or (d) subject Landlord to any liability or responsibility for injury to any person or property by reason of Tenant's operations in the Premises or use of the Common Areas, Common Amenities or, as provided in Section 4.5.1(c), the cafeteria or conference rooms. Tenant, at Tenant's

sole cost and expense, will comply with all rules, orders, regulations and requirements of insurers and of the American Insurance Association or any other organization performing a similar function. Tenant will reimburse Landlord, as part of Rent, for any additional premium charges for such policy or policies resulting from Tenant's failure to comply with the provisions of this Section 4.3.

Section 4.4 Laws/Complex Rules. This Agreement is subject and subordinate to all Laws. A copy of the current Complex Rules is attached to this Agreement as **EXHIBIT "C."** Landlord may amend the Complex Rules from time to time in Landlord's reasonable discretion.

Section 4.5 Common Area. Landlord grants Tenant the non-exclusive right, together with all other occupants of the Building, and their respective agents, employees and invitees, to use Common Area during the Term, subject to all Laws. Landlord, at Landlord's sole and absolute discretion, may make changes to Common Area. Landlord's rights regarding Common Area include, without limitation, the right to (a) restrain unauthorized persons from using Common Area; (b) place art work, decorations and permanent or temporary displays or stands in Common Area and permit the use of the Common Areas by others; (c) temporarily close any portion of Common Area (i) for repairs, improvements or Alterations, (ii) to discourage unauthorized use, (iii) to prevent dedication or prescriptive rights, or (iv) for any other reason that Landlord deems sufficient in Landlord's judgment; (d) change the shape and size of Common Area; (e) add, eliminate or change the location of any improvements located in Common Area, provided such addition, eliminate or change does not unreasonably interfere with the use, enjoyment and utility of the Common Areas; and (f) impose and revise Complex Rules concerning use of Common Area, including, without limitation, any parking facilities comprising a portion of Common Area.

Section 4.5.1 Common Area Use – Joint Use of Other Amenities – Cafeteria; Conference Rooms.

(a) Common Areas. Except for access to the Premises through the Common Areas, students of the Grade School shall only be permitted access to and use of the following portions of the Common Areas, provide such access and use is under the supervision of a designated member of the Grade School Staff and in accordance with those rules or restrictions Landlord may reasonably impose for the safety of all occupants of the Building.

(b) Common Amenities. In or adjacent to the Building are specific spaces, the use of which are currently made for a library, motor skill room, indoor play lot and an outdoor play lot ("Common Amenities"). As an example, but not as a limitation, the library located on the third floor of the Building may be taken out of use as a Common Amenity as a result of Tenant's election to cause the Initial First Expansion Space to be added to the Premises. In addition, as a result of any change in the efficient use of the Building during the Term, following notice to Tenant, Landlord reserves the right to delete from or add to spaces in or adjacent to the Building to become Common Amenities, except that the outside play lot shall not be deleted from the Common Amenities, but it may be relocated in a spot adjacent to the Building and in a configuration Landlord reasonably deems appropriate.

Subject to the coordination of scheduling as hereafter provided and the supervision by a designated member of the Grade School Staff in accordance with those rules and restrictions Landlord may reasonably impose for the safety of and use by all occupants of the Building, the students of the Grade School may make use of those Common Amenities on Business Days between 8:00 a.m. and 6:00 p.m. each Business Day.

As frequently as reasonably requested by Landlord or Tenant, each shall submit to the other a schedule of those times and the duration of use each desires to make of the Common Amenities. Each shall reasonably cooperate with the other to schedule or modify the scheduling of such times and duration of use of the Common Amenities.

(c) Cafeteria; Conference Rooms. In addition, when in operation by Landlord or on

its behalf, the members of the Grade School Staff shall be permitted access to and use of the cafeteria and the Building conference rooms, but in the instance of the conference rooms, such use shall be subject to the coordination of the Grad School Staffs' use with the scheduled use by Landlord and its staff. Any use of the cafeteria or conference rooms shall be subject to those reasonable rules and regulations of Landlord taking into account the clean and efficient use of same by multiple parties at different times.

Section 4.6 Sign and Security Barriers.

Section 4.6.1 Signs. At Tenant's sole cost and expense and as a Tenant Improvement, Landlord will permit Tenant to cause (a) to be constructed or affixed to the Building, at or near the Francisco entrance to the Building, a sign with the name of Tenant thereon, and (b) to be affixed at or near the parapet wall of the Building on each side of the Building at the corner of Francisco and Jackson, a sign with the name of Tenant thereon. However, before any such sign is so constructed or affixed, Tenant shall deliver to Landlord, for Landlord's reasonable approval (i) the plans for and the materials out of which the subject sign is made, (ii) the manner of and contractor retained by Tenant for constructing or affixing the subject sign, and (iii) the graphics to be displayed on the subject sign, all in the instance of clauses (i) through (ii) above, reasonably approved, in writing, by Landlord. Each sign will conform to Landlord's reasonable criteria. For each sign approved by Landlord, at Tenant's sole cost and expense, Tenant will maintain such sign throughout the Term in good condition and repair. Not later than the expiration or earlier termination of the Term, at Tenant's sole cost and expense, Tenant shall remove each approved sign and repair any damage to the Complex as a result of such removal. Tenant will not install or permit to be installed in the Premises or on the Land any other sign, decoration or advertising material of any kind which is visible from the exterior of the Premises. Landlord may immediately remove, at Tenant's sole cost and expense and as part of the Rent, any decoration or advertising material which violates this Section 4.6.1.

Section 4.6.2 Security Barriers. At Tenant's sole cost and expense and as a Tenant Improvement, Landlord will permit Tenant to cause to be installed, at or near the threshold of the Premises, including any of the First Expansion Space (but within the Premises, including any First Expansion Space), security barriers, provided the plans therefor, the type thereof and the manner of and contractor retained by Tenant for the installation thereof are reasonably approved, in writing, by Landlord. Such security barriers will conform to Landlord's reasonable criteria and Landlord shall be given such key or access card necessary to pass through the security barriers. During the Term, Tenant will maintain the security barriers approved by Landlord in good condition and repair, at Tenant's sole cost and expense. Not later than the expiration or earlier termination of the Term, at Tenant's sole cost and expense, Tenant shall remove the approved security barriers and repair any damage to the Building as a result of such removal.

ARTICLE 5 HAZARDOUS MATERIALS

Section 5.1 Compliance with Hazardous Materials. Tenant will not cause or permit any Hazardous Material to be brought upon, kept or used on the Complex in a manner or for a purpose prohibited by or which could result in liability under any Hazardous Materials Law. Tenant, at its sole cost and expense, will comply with all Hazardous Materials Laws and prudent industry practice relating to the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under or about the Complex that Tenant brings upon, keeps or uses on the Complex and will notify Landlord of any and all Hazardous Materials that Tenant brings, keeps or uses, or permits to be brought, kept or used, on the Complex (other than small quantities of office cleaning or other office, art or Grade School science laboratory supplies as are customarily used by an occupant in the ordinary course in a grade school facility). On or before the expiration or earlier termination of the Term, at Tenant's sole cost and expense, Tenant will completely remove from the Complex, in compliance with all Hazardous Materials Laws, all Hazardous Materials that Tenant causes or permits to be present in, on, under or about the Complex. Tenant will not take any remedial action in response to the presence of any Hazardous Materials in on, under or about the Complex, nor enter into any settlement agreement, consent decree or other compromise with respect to any Claims relating to or in

any way connected with Hazardous Materials in, on, under or about the Complex, without first notifying Landlord of Tenant's intention to do so and affording Landlord reasonable opportunity to investigate, appear, intervene and otherwise assert and protect Landlord's interest in the Complex.

Section 5.2 Notice of Actions. Tenant will notify Landlord of any of the following actions affecting Landlord, Tenant or the Complex which result from or in any way relate to Tenant's use of the Complex, immediately after receiving notice of the same: (a) any enforcement, clean-up, removal or other governmental or regulatory action threatened, instituted or completed under any Hazardous Materials Law; (b) any Claim made or threatened by any person relating to damage, contribution, liability, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Material; and (c) any reports made by any person or entity, including, without limitation, Tenant, to any environmental agency relating to any Hazardous Material, including, without limitation, any complaints, notices, warnings or asserted violations. Tenant will also deliver to Landlord, as promptly as possible and in any event within five (5) Business Days after Tenant first receives or sends the same, copies of all Claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use of the Premises. Upon Landlord's written request, Tenant will promptly deliver to Landlord documentation acceptable to Landlord reflecting the legal and proper disposal of all Hazardous Materials removed or to be removed from the Premises. All such documentation will list Tenant or its agent as a responsible party and will not attribute responsibility for any such Hazardous Materials to Landlord.

Section 5.3 Disclosure and Warning Obligations. Tenant acknowledges and agrees that all reporting and warning obligations required under Hazardous Materials Laws resulting from or in any way relating to Tenant's use of the Premises or Complex are Tenant's sole responsibility, regardless of whether the Hazardous Materials Laws permit or require Landlord to report or warn.

Section 5.4 Indemnification. Tenant releases and will indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless the Landlord Parties from and against any and all Claims whatsoever arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under, upon or from the Complex (including, without limitation, water tables and atmosphere) that Tenant brings upon, keeps or uses on the Premises or Complex. Tenant's obligations under this Section 5.4 include, without limitation and whether foreseeable or unforeseeable, (a) the costs of any required or necessary repair, clean-up, detoxification or decontamination of the Complex; (b) the costs of implementing any closure, remediation or other required action in connection therewith as stated above; (c) the value of any loss of use and any diminution in value of the Complex; and (d) consultants' fees, experts' fees and response costs. The obligations of Tenant under this Section 5.4 survive the expiration or earlier termination of this Agreement.

Section 5.5 Landlord's Representation. Landlord represents and warrants to Tenant that, to Landlord's knowledge, being the actual and not imputed knowledge of Michael Wilhelm, the physical plant manager of the Complex on behalf of Landlord and the individual most familiar with the attributes of the Complex, there are no Hazardous Materials in quantities in violation of Hazardous Material Laws that were used in the construction, renovation or repair of the Building or that are under or upon the Land.

ARTICLE 6 SERVICES

Section 6.1 Landlord's Obligations. As part of Operating Expenses, Landlord will provide the following services:

Section 6.1.1 Janitorial Service. Janitorial services, housekeeping and minor repairs in the Premises and the Common Areas shall be performed by or on behalf of Landlord in the scope and at the frequency set forth on EXHIBIT "E" attached hereto.

Section 6.1.2 Electrical Energy. Electrical energy to the Premises for lighting of three (3) watts per square foot installed and for operating personal computers and other office machines and equipment for general school use of similar low electrical consumption plugged into electrical convenience outlets of three quarters (3/4) of a watt per square foot installed. Tenant will not use any equipment requiring electrical energy in excess of the above-described wattages without receiving Landlord's prior written consent. Landlord will not unreasonably withhold such consent, but may condition it on Tenant's paying all costs of installing the equipment and facilities necessary to furnish such excess energy, as well as an amount equal to the average cost per unit of electricity for the Building applied to the excess use as reasonably determined either by an engineer selected by Landlord or by submeter installed at Tenant's expense. Landlord will replace all lighting bulbs, tubes, ballasts and starters within the Premises at Tenant's sole cost and expense for the price incurred by Landlord for the bulbs, tubes, ballasts and starters.

Section 6.1.3 Heating, Ventilation and Air Conditioning. On each Business Day from 7:30 a.m. to 6:00 p.m. ("HVAC Hours"), Landlord shall provide heating, ventilation and air conditioning to the Premises in accordance with the HVAC Standards set forth on **EXHIBIT "F"** attached hereto. At times other than HVAC Hours, Landlord will provide heat, ventilation and air conditioning in accordance with the HVAC Standards upon Tenant's reasonable advance notice (which advance notice will not be later than 3:00 p.m. on the day on which such additional service is requested, or 3:00 p.m. on the last Business Day before a day which is not a Business Day). Tenant will pay Landlord, as part of Rent, for such extended service on an hourly basis at the prevailing rates that Landlord reasonably establishes. If extended service is not a continuation of the HVAC Standards service Landlord furnished during HVAC Hours, Landlord may require Tenant to pay for a minimum of three hours of such service.

Section 6.1.4 Water. Hot and cold water from standard building outlets for lavatory, restroom and drinking purposes.

Section 6.1.5 Elevator Service. Elevator service to be used by Tenant in common with other occupants. Landlord may restrict Tenant's use of elevators for freight purposes to hours Landlord reasonably determines. Notwithstanding the foregoing, between 8:00 a.m. and 4:00 p.m. on each Business Day, Landlord shall reasonably assist Tenant with the acceptance of deliveries for Tenant, provided such assistance shall not require Landlord, nor does Landlord assume, any obligation or liability to protect or make safe any such delivery beyond notifying Tenant's principal or assistant principle, and if neither are available, a member of the Grade School Staff of such delivery.

Section 6.1.6 General Access. Access to the Building at all time shall be subject to the Complex Rules and other reasonable security restrictions. In addition, as provided in Section 4.1.1, only Tenant's CEO, Grade School Manager, principal and assistant principal shall be permitted a key for entry to the Building. As a result, though each teacher of the Grade School shall be permitted a key to such teacher's classroom in the Premises, because access to the Building is a matter of reasonable security and Landlord does not employ anyone to monitor entry to the Building before 7:00 a.m. or after 9:00 p.m. on each Business Day or at any time on other days, if anyone on Tenant's behalf desires access to the Premises during such times (except as below provided in this Section 6.1.6) such entry must occur while Tenant's CEO or its principal or assistant principal is present to open the Francisco door to the Building.

If Tenant desires to schedule in the Premises a Tenant function such as parent teacher conferences, fund raisers, Tenant's staff appreciation functions or similar not-for-profit event on behalf of Tenant before 7:00 a.m. or after 9:00 p.m. on any Business Day or at any time on other days, Tenant shall schedule such function with Landlord reasonably in advance thereof and Tenant shall reimburse Landlord, as part of the Rent, the reasonable out-of-pocket cost and expense incurred by Landlord to retain a monitor for the Francisco entrance to the Building during the period such Tenant function is in operation. Such reimbursement to Landlord shall be made by Tenant within thirty (30) days following Tenant's receipt of a reasonably detailed invoice from Landlord for such cost and expense. In addition, depending on the type of the subject Tenant function, Landlord reserves the right to require compliance by Tenant, at its sole cost and expense, with such

other rules and regulations that Landlord reasonably deems necessary under the circumstances, taking into account safety and compliance with Laws.

Section 6.2 Tenant's Obligations. Tenant is solely responsible for paying directly to the applicable utility companies, prior to delinquency, all separately metered or separately charged utilities, if any, to the Premises or to Tenant. Except as provided in Sections 6.1 and 17.1, Tenant will also obtain and pay for all other utilities and services that Tenant requires with respect to the Premises (including, without limitation, hook-up and connection charges).

Section 6.3 Other Provisions Relating to Services. Landlord has the exclusive right and discretion to select the provider of any utility or service to the Complex and to determine whether the Premises or any other portion of the Complex may or will be separately metered or separately supplied. Anything in this Agreement to the contrary notwithstanding, Tenant may not obtain utility services directly from any supplier other than the supplier that Landlord selects. Landlord reserves the right, from time to time, to make reasonable and non-discriminatory modifications to the above standards for utilities and services.

In addition, Tenant agrees that Landlord shall not be liable for failure to furnish or delay in furnishing any service described in this Article 6 or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is occasioned by repairs, replacements or improvements (provided such repairs, replacements or improvements are performed in a reasonably diligent and workmanlike manner), by events of Force Majeure, by the act or default of Tenant, by other parties that are not under the control of Landlord or for whom Landlord is not legally responsible or by mandatory Laws or guidelines thereunder ("**Non-Actionable Service Delay(s)**"). Non-Actionable Service Delays shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or, except as below provided, relieve the Tenant from paying Rent or performing any of its obligations under this Agreement. However, Landlord shall be diligent and shall use commercially reasonable efforts to cure Non-Actionable Service Delays.

However, if there is a suspension of electrical service, of heating, ventilation and cooling service or of water and sewer service for lavatories in the Common Areas contiguous to or through which access is gained to the Premises or there is a diminution of such services to a degree that it unreasonably interferes with Tenant's Use of the Premises and such suspension or diminution is for more than four (4) hours between 7:00 a.m. and 5:00 p.m. on any Business Day and is not the result of a Non-Actionable Service Delay, but is the result of the act by or neglect of Landlord or anyone on Landlord's behalf or for whom Landlord is legally responsible, it shall be known as an "**Actionable Service Delay.**" If an Actionable Service Delay occurs and it causes Tenant to abandon the Use of the Premises or a portion thereof, then for the period next provided, Rent for that portion of the Premises for which Tenant abandons its use shall abate on a per diem basis. If an Actionable Service Delay lasts for a period in excess of three (3) consecutive Business Days in any month during the Term, such Rent shall abate commencing on the expiration the third (3rd) Business Day and the abatement shall end on the day the Actionable Service Delay is restored, if such restoration occurs before 7:00 am, and if not then restored, the abatement will end on the day following such restoration. If an Actionable Service Delay occurs for more than four (4) consecutive hours after 7:00 a.m. and before 5:00 p.m. on any Business Day in more than five (5) separate Business Days in any month during the Term, such Rent shall abate commencing on the expiration of such fifth (5th) Business Day and the abatement shall end on the day the Actionable Service Delay is restored at the time described in the immediately preceding sentence. For purposes of determining if a five (5) Business Day Actionable Service Delay has occurred when only a portion of such five (5) Business Days occurs in one month, such portion shall be carried forward to the next, but only the next, succeeding month for the determination of when Rent may begin to be abate.

Section 6.4 Tenant Devices. Tenant will not, without Landlord's prior written consent, use any apparatus or device in or about the Premises which causes substantial noise, odor or vibration. Tenant will not connect any apparatus or device to electrical current or water, except through the electrical and water outlets that are in the Premises.

**ARTICLE 7
MAINTENANCE AND REPAIR**

Section 7.1 Landlord's Obligations. Except as otherwise provided in this Agreement, Landlord shall be diligent and use commercially reasonable efforts to repair and maintain the following in good order, condition and repair: (a) the foundations, exterior walls, structural systems and roof of the Building; (b) the electrical, mechanical, plumbing, heating and air conditioning systems, facilities and components located in the Building and used in common by all occupants of the Building; (c) Common Area (subject to all other terms and conditions of this Agreement relating to Common Area); and (d) those windows, doors, plate glass and exterior wall surfaces adjacent to Common Area. To the extent not an Emergency Condition or with Tenant's prior approval (which approval shall not be unreasonably delayed, conditioned or withheld provided the Background Check Approval is satisfied), Landlord shall use commercially reasonable efforts to make repairs and perform such maintenance before 8:00 a.m. and after 4:30 p.m. on any Business Day. Neither Base Rent nor any other part of Rent will be reduced, nor will Landlord be liable, for loss or injury to or interference with Tenant's property, profits or business arising from or in connection with Landlord's performance of its obligations under this Section 7.1.

Section 7.2 Tenant's Obligations.

Section 7.2.1 Maintenance of Premises. Except as otherwise specifically provided in this Agreement, Landlord is not required to furnish any services or facilities, or to make any repairs or Alterations, in, about or to the Premises or the Complex. Except as specifically described in Section 7.1 and Articles 11 and 12, Tenant assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises. Except as specifically described in Section 7.1 and Articles 11 and 12, Tenant, at Tenant's sole cost and expense, will keep and maintain the Premises (including, without limitation, all non-structural interior portions, systems and equipment; interior surfaces of exterior walls; interior moldings, partitions and ceilings; and interior electrical, lighting and plumbing fixtures) in good order, condition and repair, reasonable wear and tear and damage from insured casualties excepted. Tenant will keep the Premises in a neat and sanitary condition and will not commit any nuisance or waste in, on or about the Premises or the Complex. If Tenant damages or injures any Common Area or any other part of the Complex other than the Premises, Landlord will repair the damage and, as part of Rent, Tenant will pay Landlord for all costs and expenses of Landlord in connection with the repair within thirty (30) days following Tenant's receipt of a reasonably detailed invoice for the costs and expenses incurred by Landlord for such repair. Tenant is solely responsible for and, to the fullest extent allowable under the Laws, releases and will indemnify, protect and defend Landlord against (with counsel reasonably acceptable to Landlord) and hold Landlord harmless from, the cost of repairing, and any Claims resulting from, any penetrations or perforations of the roof or exterior walls of the Building that Tenant causes. Tenant will maintain the Premises in a first-class and fully operative condition. Tenant's repairs will be at least equal in quality and workmanship to the original work and Tenant will make the repairs and perform maintenance in accordance with all Laws.

Section 7.2.2 Alterations Required by Laws. If any governmental authority requires any Alteration to the Building or the Premises as a result of Tenant's particular use of the Premises or as a result of any Alteration to the Premises made by or on behalf of Tenant, or if Tenant's particular use of the Premises subjects Landlord or the Complex to any obligation under any Laws, then Landlord shall cause the Alteration(s) to be completed and, as part of the Rent, Tenant will pay the cost of all such Alterations or the cost of compliance, as the case may be, for all costs and expenses incurred by Landlord in connection with the repair within thirty (30) days following Tenant's receipt of a reasonably detailed invoice for costs and expenses incurred by Landlord for such repair. As a condition to Landlord's obligation hereunder to make such Alteration(s), Landlord may require Tenant, to deposit with Landlord an amount reasonably determined by

Landlord to pay the cost of any such Alterations (including, without limitation, reasonable overhead and administrative costs).

ARTICLE 8 CHANGES AND ALTERATIONS

Section 8.1 Landlord Approval. Tenant will not make any Structural Alterations to the Premises or any Alterations to Common Area or other parts of the Complex. Except for the (i) Initial Alterations that Tenant make to the Premises promptly after the Commencement Date, and (ii) Minor Alterations to the Premises, each of which will be made at Tenants sole cost and expense, Tenant will not make any other Alterations to the Premises without Landlord's prior written consent, which consent Landlord will not unreasonably withhold or delay; provided, however, if Landlord consents to other Alterations made by Tenant, Landlord may require, at the time of and as a condition to Landlord's consent, that Tenant remove, at its sole cost and expense, such other Alterations at the end of the Term and repair all damage caused by such removal. As below provided in this Section 8.1, Landlord reserves the right to similarly require Tenant to so remove Minor Alterations.

Landlord may also otherwise condition its¹ consent in its reasonable discretion. Along with any request for Landlord's consent, if requested by Landlord, Tenant will deliver to Landlord plans and specifications for the other Alterations and names and addresses of all prospective contractors for such other Alterations. If Landlord approves the proposed other Alterations, then, before Tenant commences the same or before delivery (or accepting delivery of) any materials to be used in connection therewith, Landlord may require Tenant to deliver to Landlord, for Landlord's reasonable approval, copies of all of those contracts, proof of insurance and issuance of permits or licenses required under Section 8.2, copies of any contractor safety programs, copies of all necessary permits and licenses and such other information relating to such other Alterations as Landlord reasonably requests. Tenant will not commence the Alterations before Landlord, in Landlord's reasonable discretion, approves the foregoing deliveries. Tenant will construct all Approved Alterations and other Alterations approved by Landlord as aforesaid or cause all of the same to be constructed (a) promptly by a contractor, if required by Landlord as part of its consent, that Landlord approves in writing in Landlord's reasonable discretion, (b) in a good and workmanlike manner, (c) in compliance with all Laws, (d) in accordance with all orders, rules and regulations of the Board of Fire Underwriters having jurisdiction over the Premises and any other body exercising similar functions, (e) during times that Landlord reasonably determines in order to minimize interference with other occupants' use and enjoyment of the Complex, and (f) in full compliance with all of Landlord's rules and regulations applicable to third party contractors, subcontractors and suppliers performing work at the Complex. Further and anything in this Agreement to the contrary notwithstanding, for all Alterations that are not Approved Alterations (except in the instance of Minor Alterations as below provide in this Section 8.1), if and to the extent that Tenant has installed any improvements, alterations, additions or installations which are not at least equivalent to the standards already in place in the Building, then upon the expiration or earlier termination of the Term, Tenant will be required, at its sole cost and expense, to remove such Alterations, and to restore the area of the Building in which the same had been installed to the Building Standard.

Landlord hereby approves the making of the Approved Alterations set forth in **EXHIBIT "G"** attached hereto, at Tenant's sole cost and expense and in a good workmanlike manner, but in the instance of Minor Alterations, Landlord reserves the right to require Tenant to remove any or all of the installed Approved Alterations upon the expiration or earlier termination of the Term. Therefore, if Tenant desires to know, in advance, whether Landlord will require such removal of Approved Alterations, Tenant may request Landlord, in writing setting forth with reasonable specificity the subject proposed Approved Alterations, of whether such removal will be required by Landlord. If Landlord fails to respond to Tenant within fifteen (15) days following Landlord's receipt of such written request from Tenant, then Landlord shall be deemed to have waived its right to request such removal. All Approved Alterations, except those Minor Alterations that Landlord does not require or is deemed not to have required the removal thereof, will not be deemed Tenant's Improvements.

Section 8.2 Tenant's Responsibility for Cost and Insurance for Alterations. Tenant will pay the cost and expense of all Alterations, including, without limitation, a reasonable charge for Landlord's actual third party costs for the review, inspection and engineering time if required by Landlord as a condition to its consent to Alterations that are not Approved Alterations, and for any painting, restoring or repairing of the Premises or the Building that the Alterations occasion. Prior to commencing the Alterations that are not Approved Alterations, Tenant will deliver the following to Landlord in form and amount reasonably satisfactory to Landlord: (a) builder's "all risk" insurance in an amount at least equal to the value of the Alterations, (b) evidence that Tenant has in force commercial general liability insurance insuring against construction related risks, in at least the form, amounts and coverages required of Tenant under Article 10, and (c) copies of all applicable contracts and of all necessary permits and licenses. The insurance policies described in clauses (a) and (b) of this Section 8.2 must name Landlord, the Daughters and any Mortgagee as additional insureds.

Section 8.3 Construction Obligations and Ownership. Landlord may inspect construction of the Alterations. Immediately after completing the Alterations, Tenant will furnish Landlord with contractor affidavits, full and final lien waivers and receipted bills covering all labor and materials expended and used in connection with the Alterations. Tenant will remove any Alterations that Tenant constructs in violation of this Article 8 within 10 days after Landlord's written request and in any event prior to the expiration or earlier termination of this Agreement. All Alterations that Tenant makes or installs (including, without limitation, all telephone, computer and other wiring and cabling located within the walls of and outside the Premises, but excluding Tenant's movable trade fixtures, furniture and equipment) become the property of Landlord and a part of the Building immediately upon installation and, unless Landlord requires Tenant to remove the Alterations and repair any damage caused by such removal by notifying Tenant at the time Landlord consents to the Alterations, Tenant will surrender the Alterations to Landlord upon the expiration or earlier termination of this Agreement at no cost to Landlord.

Section 8.4 Liens. Tenant will keep the Complex free from any mechanics', materialmen's, designers' or other liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant. If and to the extent applicable under any Laws, Tenant will notify Landlord in writing thirty (30) days prior to commencing any Alterations in order to provide Landlord the opportunity to record and post notices of non-responsibility or such other protective notices available to Landlord under Laws. If any such liens are filed and Tenant, within thirty (30) days after such filing, does not cause either the release of the same of record, bond over such liens or cause a title insurer reasonable acceptable to the Daughters to insure over such liens in a manner reasonably satisfactory to the Daughters, then Landlord, without waiving its rights and remedies based upon such breach by Tenant and without releasing Tenant from any obligation under this Agreement, may cause such liens to be released by any means Landlord deems proper, including, without limitation, paying the claim giving rise to the lien or posting security to cause the discharge of the lien. In such event, Tenant will reimburse Landlord, as part of Rent, for all amounts Landlord pays (including, without limitation, reasonable attorneys' fees and costs) as a result of any such lien.

Section 8.5 Indemnification. To the fullest extent allowable under the Laws, Tenant releases and will indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord Parties and the Complex from and against any Claims in any manner relating to or arising out of any Alterations or any other work performed, materials furnished or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant.

ARTICLE 9 RIGHTS RESERVED BY LANDLORD

Section 9.1 Landlord's Entry – Background Check Approval. Between 7:00 a.m. and 4:30 p.m. on any Business Day, only those Landlord employees who have obtained the approval from the Chicago

Public Schools ("CPS") that is necessary for individuals to be permitted to be present in premises where and while Grade School students are present ("**Background Check Approval**") and only those vendors of Landlord that are accompanied by a Landlord employee who has obtained the Background Check Approval are authorized, at all reasonable times upon reasonable notice to Tenant (except for an Emergency Condition) to enter the Premises to inspect the Premises, to perform such repair or maintenance required under Section 7.1 or to perform such other services within the Premises required of Landlord under this Agreement.

Notwithstanding the foregoing, on Business Days when students of Tenant are present in the classrooms, a representative of Tenant must accompany Landlord or its representative when: (a) showing the Premises to prospective purchasers and mortgagees; or (b) showing the Premises to prospective occupants (but only during the last fifteen (15) months of the Term or at any time following an Event of Default). At any time after 4:30 p.m. and before 9:00 a.m. the next morning on any Business Day and on any day that is not a Business Day, Landlord may enter the Premises to: (i) post notices of non-responsibility or other protective notices available under the Laws; or (ii) exercise and perform Landlord's rights and obligations under this Agreement. However, in the event of an Emergency Condition, Landlord may enter the Premises without prior notice to Tenant. Landlord's entry into the Premises is not to be construed as a forcible or unlawful entry into, or detainer of, the Premises or as an eviction of Tenant from all or any part of the Premises. Tenant will also permit Landlord (or its designees) to erect, install, use, maintain, replace and repair pipes, cables, conduits, plumbing and vents, and telephone, electric and other wires or other items, in, to and through the Premises, if Landlord determines that such activities are necessary or appropriate for properly operating and maintaining the Building, but Landlord shall use all reasonable care to minimize the disruption of Tenant's Use of the Premises permitted hereunder.

Prior to the Effective Date, Tenant and Landlord agree to deliver to the other the list of each of their respective employees who have obtained a Background Check Approval. During the Term, Tenant and Landlord shall promptly deliver to the other (i) each change to the list of their respective employees who have either lost or who have newly obtained a Background Check Approval, and (ii) written notice of the occurrence of an event that by itself, the passage of time or the giving of notice could permit the CPS to revoke the subject employee's Background Check Approval.

Section 9.2 Control of Complex. Landlord reserves all rights respecting the Complex and the Premises not specifically granted to Tenant under this Agreement, including, without limitation, the right to: (a) change the name of the Building; (b) designate and approve all types of signs, window coverings, internal lighting and other aspects of the Premises and its contents that may be visible from the exterior of the Premises; (c) grant any party the exclusive right to conduct any business or render any service in the Building, provided that such exclusive right to conduct any business or render any service in the Building does not prohibit Tenant from the permitted use granted under this Agreement; (d) prohibit Tenant from installing vending or dispensing machines of any kind in or about the Premises; (e) close the Building after Business Hours, except for access to the Premises after Business Hours permitted in Article 4, but nonetheless in accordance with the Complex Rules and as Landlord may prescribe from time to time for security purposes; (f) install, operate and maintain security systems which monitor, by closed circuit television or otherwise, all persons entering or leaving the Building; (g) maintain and repair pipes, ducts, conduits, wires and structural elements in the Premises which serve other parts or other occupants of the Building; and (h) retain and receive master keys or pass keys to the Premises, all doors in the Premises and the security barriers as may be installed by Tenant pursuant to Section 4.6.2. Anything in this Section 9.2 or elsewhere in this Agreement to the contrary notwithstanding, or the provision of any security-related services by Landlord, Landlord is not responsible for the security of persons or property on the Complex and Landlord is not and will not be liable in any way whatsoever for any breach of security not solely and directly caused by the willful misconduct of Landlord, its agents or employees.

ARTICLE 10 INSURANCE AND CERTAIN WAIVERS AND INDEMNIFICATIONS

Section 10.1 Tenant's Insurance Obligations. Except as provided in Section 10.1.1, at all times on and after the Effective Date and at all times during the Term, Tenant will maintain the insurance that this Section 10.1 describes, at Tenant's sole cost and expense.

Section 10.1.1 Tenant's Commercial General Liability Insurance. From and after the Effective Date, Tenant shall obtain and continuously maintain in full force and effect commercial general liability insurance covering all claims for bodily injury, personal injury or property damage for liability or damage on, about or relating to the use and occupancy of the Complex or any portion thereof by Tenant and its employees, agents, students, guests and invitees, having limits of not less than Two Million Five Hundred Thousand and 00/100ths Dollars (\$2,500,000.00), combined single limit on an occurrence basis with a per location general aggregate of not less than Five Million and 00/100ths Dollars (\$5,000,000.00) and with fire legal liability for property damage in the minimum amount of One Million and 00/100ths Dollars. Tenant will name Landlord and Landlord's Parties (including the Daughters) as additional insureds on its general liability policy for the duration of use or occupancy of the Premises or any part of the Complex for Claims arising out of Tenants operations or made by Tenant's employees, agents, students, guests or invitees. The insurance coverage required to be maintained by Tenant pursuant to this Section 10.1.1 shall be primary and shall not call into contribution any insurance maintained by Landlord or the Daughters. Tenant shall provide proof that such coverage is primary in the event of a covered claim or cause of action against Landlord or any Landlord's Parties

Section 10.1.2 Worker's Compensation Insurance. Tenant shall obtain and continuously maintain in full force and effect Worker's Compensation and Employer's Liability Insurance with statutory benefits, voluntary compensation coverage and Employer's Liability limits of One Hundred Thousand and 00/100ths Dollars (\$100,000.00) each accident, One Hundred Thousand and 00/100ths Dollars (\$100,000.00) each employee for disease, and Five Hundred Thousand and 00/100ths Dollars (\$500,000.00) policy limit for disease.

Section 10.1.3 Tenant's Trade Fixture – Personalty - Business Income Insurance. Tenant shall maintain such property insurance on Tenant's trade fixtures and other personal property within the Premises and business income insurance covering loss of income from Tenant's business in the Premises as Tenant reasonably deems to be commercially acceptable.

Section 10.1.4 Other Tenant's Insurance. Such other insurance as may be required by any Laws from time to time or may reasonably be required by Landlord from time to time. If insurance obligations generally required of occupants in similar space in similar buildings in the near west side of the City increase or otherwise change, Landlord may correspondingly increase or otherwise change Tenant's insurance obligations under this Agreement, but only following prior written notice to Tenant.

Section 10.1.5 Miscellaneous Tenant's Insurance Provisions. All of Tenant's insurance will be written by companies rated at least A/VII by A.M. Best Insurance Service and otherwise reasonably satisfactory to Landlord. Tenant will deliver a certified copy of each policy, or other evidence of insurance satisfactory to Landlord, (a) on the Effective Date and prior to Tenant's early possession provided in Section 1.1.2, (b) not later than thirty (30) days prior to the expiration of any current policy or certificate, and (c) at such other times as Landlord may reasonably request. If Landlord allows Tenant to provide evidence of insurance by certificate, Tenant will deliver an ACORD Form 27 (or equivalent) certificate and will attach or cause to be attached to the certificate copies of the endorsements that this Section 10.1 requires (including, without limitation, the "additional insured" endorsement).

Section 10.1.6 Tenant's Failure to Insure. Anything in this Agreement (including, without limitation, any notice and cure rights that this Agreement provides to Tenant) to the contrary notwithstanding, if Tenant fails to provide Landlord with evidence of insurance as required under Section 10.1.5, then Landlord may assume that Tenant is not maintaining the insurance that Section 10.1 requires Tenant to maintain and Landlord may, but is not obligated to, without further demand upon Tenant or notice to

Tenant and without giving Tenant any cure right or waiving or releasing Tenant from any obligation contained in this Agreement, obtain such insurance for Landlord's benefit. In such event, Tenant will pay to Landlord, as part of Rent, all costs and expenses that Landlord incurs obtaining such insurance. Landlord's exercise of its rights under this Section 10.1.6 does not relieve Tenant from any default under this Agreement.

Section 10.1.7 No Limitation. Landlord's establishment of minimum insurance requirements is not a representation by Landlord that such limits are sufficient and does not limit Tenant's liability under this Agreement in any manner.

Section 10.2 Landlord's Insurance Obligations. Except for the optional coverages and endorsements that Section 10.2.1 describes, at all times on and after the Effective Date and at all times during the Term, Landlord or the Daughters on behalf of itself and Landlord will maintain the insurance that this Section 10.2 describes.

Section 10.2.1 Property Insurance. Property insurance on the Building in an amount not less than the full insurable replacement cost of the Building insuring against loss or damage by fire and such other risks as are covered by the current ISO Special Form policy. Landlord or the Daughters on behalf of Landlord, in its sole and absolute discretion, may obtain such additional coverages or endorsements as it deems appropriate or necessary, including, without limitation, insurance covering foundation, grading, excavation and debris removal costs; business income and rent loss insurance; boiler and machinery insurance; ordinance or laws coverage; earthquake insurance; flood insurance; and other coverages. Landlord or the Daughters for the benefit of Landlord may maintain such insurance in whole or in part under blanket policies. Such insurance will not cover or be applicable to any personal property, trade fixtures or Tenant Improvements of Tenant in, on or about the Complex or any other such property (including, without limitation, that of third parties) in Tenant's care, custody or control at the Complex.

Section 10.2.2 Liability Insurance. Commercial general liability insurance against claims for bodily injury, personal injury, and property damage occurring at the Complex in such amounts as Landlord or the Daughters on behalf of Landlord deems necessary or appropriate. Such liability insurance will protect only those Landlord Parties, and does not replace or supplement the liability insurance that this Agreement obligates Tenant to carry.

Section 10.3 No Waiver of Subrogation. Landlord does not waive any rights of recovery against Tenant for damages that are covered by the insurance maintained by Landlord or the Daughters on behalf of Landlord and the Daughters pursuant to Section 10.2.1.

Section 10.4 Tenant's Indemnification of Landlord's Parties. In addition to Tenant's other indemnification obligations in this Agreement, for the following matters and to the fullest extent allowable under Laws, Tenant agrees to indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties from and against all Claims arising out or relating to:

- (i) the use and occupancy of the Complex or any portion thereof by Tenant and its employees, agents, students, guests and invitees, but if and only if Tenant fails to maintain the insurance requirements contained in Section 10.1;
- (ii) proceedings instituted by Tenant or by or against any person holding any interest in the Premises (other than Landlord or the Daughters) by, under or through Tenant, to which any Landlord Party becomes or is made a party to the proceeding; and
- (iii) arising from the foreclosure of any lien for labor or material furnished to or for Tenant or anyone claiming by, through or under Tenant.

Section 10.5 Landlord's Indemnification of Tenant. To the fullest extent allowable under Laws, Landlord agrees to indemnify, protect, defend (with counsel reasonably acceptable to Tenant) and hold Tenant harmless from and against all Claims arising out of or relating to:

- (i) proceedings instituted by Landlord or any Landlord's Parties or by or against any person holding any interest in the Complex (other than Tenant) by, under or through Landlord or the Daughters, to which Tenant becomes or is made a party to the proceeding; and
- (ii) arising from the foreclosure of any lien for labor or material furnished to or for Landlord or the Daughters or anyone claiming by, through or under either of them.

ARTICLE 11 DAMAGE OR DESTRUCTION

Section 11.1 Tenantable Within 240 Days. Except as provided in Section 11.3, if fire or other casualty renders the whole or any material part of the Premises untenable and the Daughters determine (in its reasonable discretion) that it can make the Premises tenantable within two hundred and forty (240) days after the date of the casualty ("Restoration Period"), then the Daughters or Landlord will notify Tenant that the Daughters or Landlord, within the Restoration Period (subject to the extension of such time period because of Force Majeure) will repair and restore the Building and the Premises to as near their condition prior to the casualty as is reasonably possible. The Daughters or Landlord will provide the notice within thirty (30) days after the date of the casualty. In such case, this Agreement remains in full force and effect; provided, however, Rent for the period during which the Premises are untenable will abate pro rata (based upon the rentable area of the untenable portion of the Premises as compared with the rentable area of the entire Premises).

Section 11.2 Not Tenantable Within 240 Days. If fire or other casualty renders the whole or any material part of the Premises untenable and the Daughters determine (in its reasonable discretion) that it cannot make or the Landlord cannot make the Premises tenantable prior to the expiration of the Restoration Period, then the Daughters or Landlord will so notify Tenant within thirty (30) days after the date of the casualty and may, in such notice, terminate this Agreement effective on the date of such notice. If this Agreement is not terminated as provided in this Section 11.2, then Tenant may terminate this Agreement by notifying Landlord within thirty (30) days after the date of the Daughters' or Landlord's notice, which termination will be effective thirty (30) days after the date of Tenant's notice. If Tenant fails to provide such notice of termination within such 30-day period, then Tenant's right to terminate under this Section 11.2 will automatically expire and be of no further force or effect whatsoever.

Section 11.3 Building Substantially Damaged. Anything in Section 11.1 to the contrary notwithstanding, if the Building is damaged or destroyed by fire or other casualty (regardless of whether the Premises is affected) and either (a) fewer than nine (9) months remain in the Term, or (b) the damage reduces the value of the improvements on the Complex by more than 50% (as the Daughters or Landlord reasonably determines value before and after the casualty), then, regardless of whether the Daughters or Landlord determine (in their reasonable discretion) that it can make the Building tenantable within Restoration Period, the Daughters or Landlord, in their sole and absolute discretion, by notifying Tenant within thirty (30) days after the casualty, may terminate this Agreement effective on the date of Landlord's notice.

Section 11.4 Insufficient Proceeds. Anything in this Article 11 to the contrary notwithstanding, if this Article 11 obligates the Daughters or Landlord to repair damage to the Premises or Building caused by fire or other casualty if the Daughters do not receive sufficient insurance proceeds (excluding any deficiency caused by the amount of any policy deductible) to repair all of the damage, or if the Mortgagee, if any, does not allow the Daughters or Landlord to use sufficient proceeds to repair all of the damage, then the Daughters or Landlord, in its sole and absolute discretion, by notifying Tenant within thirty (30) days after the casualty, may terminate this Agreement effective on the date of such notice.

Section 11.5 Notice of Force Majeure; Repair Obligations. The Daughter's or Landlord shall advise Tenant, in writing, promptly after the occurrence of any event of Force Majeure that, in good faith, it believes will extend the period necessary to complete the restoration of the damage caused by fire or other casualty. As promptly after the occurrence of an event of Force Majeure as is reasonably necessary to ascertain the affect of such occurrence, the Daughters or Landlord shall notify Tenant of the duration to which the Restoration Period will be extended.

If this Agreement is not terminated under Sections 11.2 through 11.4 following a fire or other casualty, then the Daughters or Landlord will repair and restore the Premises and the Building to as near their condition prior to the fire or other casualty as is reasonably possible, with all commercially reasonable diligence and speed (subject to delays caused by Force Majeure), but if not completed within the Restoration Period (subject to delays caused by Force Majeure), Tenant may terminate this Agreement by delivering written notice to the Daughters and Landlord prior to the expiration of forty-five (45) days subsequent to the expiration of the Restoration Period, as may be extended as aforesaid. If Tenant fails to deliver such notice of termination when aforesaid, then Tenant's right to terminate under this Section 11.5 will automatically expire and be of no further force or effect whatsoever.

Rent for the period during which the Premises are untenable will abate pro rata (based upon the rentable area of the untenable portion of the Premises as compared with the rentable area of the entire Premises). In no event is Landlord obligated to repair or restore any special equipment or improvements installed by Tenant, or any personal or other property of Tenant.

Section 11.6 Rent Apportionment Upon Termination. If either Landlord or Tenant terminates this Agreement under this Article 11, Landlord will apportion Rent on a per diem basis, and Tenant will pay the Rent to (a) the date of the fire or other casualty, if the event renders the Premises completely untenable, or (b) if the event does not render the Premises completely untenable, the effective date of such termination (provided, however, that if a portion of the Premises is rendered untenable, but the remaining portion is tenable, then Tenant's obligation to pay Rent abates pro rata (based upon the rentable area of the untenable portion of the Premises divided by the rentable area of the entire Premises) from the date of the casualty and Tenant will pay the unabated portion of the Rent to the date of such termination).

Section 11.7 Exclusive Casualty Remedy. The provisions of this Article 11 are Tenant's sole and exclusive rights and remedies in the event of a casualty. To the extent permitted by Laws, Tenant waives the benefits of any Law that provides Tenant any abatement or termination rights (by virtue of a casualty) not specifically described in this Article 11.

ARTICLE 12 EMINENT DOMAIN

Section 12.1 Termination of Agreement. If a Condemning Authority desires to effect a Taking of all or any material part of the Complex, the Daughters or Landlord will notify Tenant and Landlord and Tenant will reasonably determine whether the Taking will render the Premises unsuitable for Tenant's intended purposes. If Landlord and Tenant conclude that the Taking will render the Premises unsuitable for Tenant's intended purposes, Landlord and Tenant will document such determination, and this Agreement will terminate as of the date the Condemning Authority takes possession of the portion of the Complex taken. Tenant will pay Rent to the date of termination. If a Condemning Authority takes all or any material part of the Building or if a Taking reduces the value of the Complex by 50% or more (as reasonably determined by Landlord), regardless of whether the Premises is affected, then Landlord, in Landlord's sole and absolute discretion, by notifying Tenant prior to the date that the Condemning Authority takes possession of the portion of the Complex taken, may terminate this Agreement effective on the date that the Condemning Authority takes possession of the portion of the Complex taken.

Section 12.2 Landlord's Repair Obligations. If this Agreement does not terminate with respect to the entire Premises under Section 12.1 and the Taking includes a portion of the Premises, then this Agreement automatically terminates as to the portion of the Premises taken as of the date that the Condemning Authority takes possession of the portion taken. Landlord, at its sole cost and expense, will restore, or Landlord will cause the Daughters, at its sole cost and expense, to restore, the remaining portion of the Premises to a complete architectural unit with all commercially reasonable diligence and speed and will reduce the Base Rent for the period after the date the Condemning Authority takes possession of the portion of the Premises taken to a sum equal to the product of the Base Rent provided for in this Agreement multiplied by a fraction, the numerator of which is the rentable area of the Premises after the Taking and after Landlord restores or the Daughters restore the Premises to a complete architectural unit, and the denominator of which is the rentable area of the Premises prior to the Taking. Tenant's obligation to pay Base Rent will abate on a proportionate basis with respect to that portion of the Premises remaining after the Taking that Tenant is unable to use during Landlord's or the Daughters' restoration for the period of time that Tenant is unable to use such portion of the Premises.

Section 12.3 Tenant's Participation. Tenant shall not participate or be entitled to receive any damages, awards or payments resulting from or paid on account of a Taking, except Tenant may prove in any condemnation proceedings and may receive any separate award for damages to or condemnation of Tenant's movable trade fixtures and equipment and for moving expenses; provided, however, that Tenant has no right to receive any award for its interest in this Agreement or for loss of its rights to use and occupy the Premises under the terms of this Agreement. Accordingly, Tenant waives and assigns to Landlord for Landlord's assignment to the Daughters any interest of Tenant in any such damages, awards or payments, except as provided in the preceding sentence.

Section 12.4 Exclusive Taking Remedy. The provisions of this Article 12 are Tenant's sole and exclusive rights and remedies in the event of a Taking. To the extent permitted by Laws, Tenant waives the benefits of any Laws that provides Tenant any abatement or termination rights or any right to receive any payment or award (by virtue of a Taking) not specifically described in this Article 12.

ARTICLE 13 TRANSFERS

Section 13.1 Restrictions on Transfers.

Section 13.1.1 General Prohibition. Except as set forth in Section 13.1.2, Tenant will not cause or suffer a Transfer without obtaining Landlord's prior written consent. Landlord may grant or withhold consent in Landlord's reasonable discretion; provided, however, that Landlord may withhold its consent, in its sole and absolute discretion, in the event that the proposed Transfer would be to (a) a proposed transferee whose business conducted in the Premises would not be substantially similar to that permitted Tenant hereunder - Tenant acknowledges that the use made of the Premises in conformity with this Agreement is a material inducement to Landlord to entering into this Agreement; (b) a proposed transferee whose impact on any Common Area or any other occupants (including Landlord) of the Building would be disadvantageous to such occupants, including Tenant, in Landlord's reasonable discretion; (c) a proposed transferee whose occupancy will require any variation in the terms and conditions of this Agreement; or (d) a proposed transferee which is a governmental entity or unit, or any agency, department or authority thereof. Tenant's request for consent to a Transfer must describe in detail the parties, terms and portion of the Premises affected. Landlord will notify Tenant of Landlord's election to consent, withhold consent and/or terminate, within thirty (30) days after receiving Tenant's written request for consent to the Transfer. If Landlord consents to the Transfer, Landlord may impose on Tenant or the transferee such conditions as Landlord, in its sole and absolute discretion, deems appropriate. Tenant, in connection with requesting Landlord's consent, will provide Landlord with a copy of any and all documents and information regarding the proposed Transfer and the proposed transferee, as Landlord may reasonably request. No Transfer, including, without limitation, a Transfer under Section 13.1.2,

releases Tenant from any liability or obligation under this Agreement, and Tenant remains liable to Landlord after such a Transfer as a principal and not as a surety. If Landlord consents to any Transfer, Tenant will pay to Landlord, as part of Rent, 50% of any amount Tenant receives on account of the Transfer (excluding reasonable commissions, attorneys' fees, marketing costs, costs of permitted tenant improvements to the Premises, rent abatement and other similar costs and expenses that Tenant incurs in connection with the Transfer and certifies to Landlord in writing) in excess of the amounts that this Agreement otherwise requires Tenant to pay. In no event may Tenant cause or suffer a Transfer to another occupant of the Building. Any attempted Transfer in violation of this Agreement is null and void and constitutes an Event of Default under this Agreement.

Section 13.1.2 Transfers to Affiliates. Without Landlord's consent (provided that no event has occurred that with the giving of notice, passage of time or both may become an Event of Default, unless waived, in writing, by Landlord), Tenant may cause a Transfer to an Affiliate, provided Tenant (a) notifies Landlord, in writing, at least thirty (30) days prior to such Transfer; (b) delivers to Landlord, at the time of Tenant's notice, current financial statements of Tenant and the proposed transferee which are reasonably acceptable to Landlord; and (c) the transferee assumes and agrees in a writing delivered to and reasonably acceptable to Landlord to perform Tenant's obligations under this Agreement arising after such Transfer and to observe all terms and conditions of this Agreement. Landlord's right described in Section 13.1.1 to share in any profit that Tenant receives from a Transfer permitted under Section 13.1.1 and Landlord's termination right under Section 13.1.1 do not apply to any Transfer permitted under this Section 13.1.2.

Section 13.2 Costs. Tenant will pay to Landlord, as part of Rent, all third party costs and expenses that Landlord incurs in connection with any Transfer, including, without limitation, reasonable attorneys' fees and costs, regardless of whether Landlord consents to the Transfer.

ARTICLE 14 DEFAULTS; REMEDIES

Section 14.1 Events of Default. The occurrence of any of the following constitutes an "Event of Default" by Tenant under this Agreement:

Section 14.1.1 Failure to Pay Rent. Tenant fails to pay Base Rent or any other part of Rent as and when due and such failure continues for five (5) days after Landlord notifies Tenant, in writing, of Tenant's failure to pay Rent when due; provided, however, if Tenant fails to pay when due any such Rent more than two (2) times in any Fiscal Year, then Landlord shall not be required to deliver any such notice after the second failure.

Section 14.1.2 Failure to Perform. Tenant breaches or fails to perform any of Tenant's non-monetary obligations under this Agreement and the breach or failure continues for a period of thirty (30) days after Landlord notifies Tenant of Tenant's breach or failure; provided, however, that if Tenant cannot reasonably cure its breach or failure within a 30-day period, then Tenant's breach or failure is not an Event of Default, if Tenant commences to cure its breach or failure within the 30-day period and thereafter diligently pursues the cure and effects the cure within sixty (60) days after the expiration of the original 30-day period. Anything in this Section 14.1.2 to the contrary notwithstanding, Tenant is not entitled to any notice or cure period before an incurable breach of this Agreement (or failure), including, without limitation, a breach described in Sections 14.1.3 or 14.1.5, becomes an Event of Default.

Section 14.1.3 Misrepresentation. The existence of any material misrepresentation or omission in any financial statements, correspondence or other information provided to Landlord by or on behalf of Tenant in connection with (a) Tenant's negotiation or execution of this Agreement; (b) Landlord's evaluation of Tenant as a prospective occupant at the Complex; (c) any proposed or attempted Transfer; or (d) any consent or approval Tenant requests under this Agreement.

Section 14.1.4 Not-For Profit. The failure of Tenant to maintain its not-for-profit status under Section 501(c)(3) of the Code.

Section 14.1.5 Other Defaults. The occurrence of any one or more of the following: (a) Tenant makes a general assignment or general arrangement for the benefit of creditors; (b) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Tenant; (c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Tenant and is not dismissed within sixty (60) days; (d) a trustee or receiver is appointed to take possession of all or substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Agreement and possession is not restored to Tenant within thirty (30) days; or (e) all or substantially all of Tenant's assets, all or substantially all of Tenant's assets located at the Premises or Tenant's interest in this Agreement is subjected to attachment, execution or other judicial seizure not discharged within thirty (30) days. If a court of competent jurisdiction determines that any act described in this Section 14.1.5 does not constitute an Event of Default, and the court appoints a trustee to take possession of the Premises (or if Tenant remains a debtor in possession of the Premises) and such trustee or Tenant Transfers Tenant's interest hereunder, then Landlord is entitled to receive, as part of Rent, the amount by which the Rent (or any other consideration) paid in connection with the Transfer exceeds the Rent otherwise payable by Tenant under this Agreement.

Section 14.2 Remedies. Upon the occurrence of any Event of Default, Landlord, at any time and from time to time, and without preventing Landlord from exercising any other right or remedy, may exercise any one or more of the following remedies:

Section 14.2.1 Termination of Tenant's Possession; Re-Entry and Reletting Right. Terminate Tenant's right to possess the Premises by any lawful means with or without terminating this Agreement, in which event Tenant will immediately surrender possession of the Premises to Landlord. Unless Landlord specifically states that it is terminating this Agreement, Landlord's termination of Tenant's right to possess the Premises is not to be construed as an election by Landlord to terminate this Agreement or Tenant's obligations and liabilities under this Agreement. In such event, this Agreement continues in full force and effect (except for Tenant's right to possess the Premises), and Tenant continues to be obligated for and must pay all Rent as and when due under this Agreement. If Landlord terminates Tenant's right to possess the Premises, Landlord is not obligated to re-enter, but may re-enter, the Premises and remove all persons and property from the Premises. Landlord may store any property that Landlord removes from the Premises in a public warehouse or elsewhere at the cost and for the account of Tenant. Upon such re-entry, Landlord is not obligated to relet, but may relet, all or any part of the Premises to a third party or parties for Tenant's account. Tenant is immediately liable to Landlord for all Re-entry Costs and must pay Landlord the same within five (5) days after Landlord's notice to Tenant. Landlord may relet the Premises for a period shorter or longer than the remaining Term. If Landlord relets all or any part of the Premises, Tenant will continue to pay Rent when due under this Agreement, and Landlord will refund to Tenant the Net Rent that Landlord actually receives from the reletting up to a maximum amount equal to the Rent that Tenant paid which came due after Landlord's reletting. If the Net Rent that Landlord actually receives from reletting exceeds such Rent, Landlord will apply the excess sum to future Rent due under this Agreement. Landlord may retain any surplus Net Rent remaining at the expiration of the Term.

Section 14.2.2 Termination of Agreement. Terminate this Agreement effective on the date that Landlord specifies in its termination notice to Tenant. Upon termination, Tenant will immediately surrender possession of the Premises to Landlord. If Landlord terminates this Agreement, Landlord may recover from Tenant, and Tenant will pay to Landlord on demand all damages that Landlord incurs by reason of Tenant's default, including, without limitation, (a) all Rent due and payable under this Agreement as of the effective date of the termination; (b) any amount necessary to compensate Landlord for any detriment proximately caused Landlord by Tenant's failure to perform its obligations under this Agreement or which in the ordinary course would likely result from Tenant's failure to perform, including, without limitation, any Re-entry Costs, and (c) an amount equal to the amount by which the present worth, as of the effective date of the

termination, of the Base Rent for the balance of the Term remaining after the effective date of the termination (assuming no termination) exceeds the present worth, as of the effective date of the termination, of a fair market Base Rent for the Premises for the same period (as Landlord reasonably determines the fair market Base Rent). For purposes of this Section 14.2.2, Landlord will compute present worth by utilizing a discount rate of 8% per annum. Nothing in this Section 14.2.2 limits or prejudices Landlord's right to prove and obtain damages in an amount equal to the maximum amount allowed by Laws, regardless of whether such damages are greater than the amounts set forth in this Section 14.2.2.

Section 14.2.3 Self-Help. Perform the obligation on Tenant's behalf without waiving Landlord's rights under this Agreement, at law or in equity and without releasing Tenant from any obligation under this Agreement. Tenant will pay to Landlord, as part of Rent, all sums Landlord pays and obligations that Landlord incurs on Tenant's behalf under this Section 14.2.3.

Section 14.2.4 Other Remedies. Any other right or remedy available to Landlord under this Agreement, at law or in equity.

Section 14.3 Costs. Tenant will reimburse and compensate Landlord on demand and as part of Rent for any actual loss that Landlord incurs in connection with, resulting from or related to an Event of Default, regardless of whether suit is commenced or judgment is entered. Such loss includes, without limitation, all reasonable legal fees, costs and expenses (including, without limitation, paralegal fees and other professional fees and expenses) that Landlord incurs investigating, negotiating, settling or enforcing any of Landlord's rights or remedies or otherwise protecting Landlord's interests under this Agreement. In addition to the foregoing, Landlord is entitled to reimbursement of all of Landlord's fees, expenses and damages, including, without limitation, reasonable attorneys' fees and paralegal and other professional fees and expenses, that Landlord incurs in connection with protecting its interests in any bankruptcy or insolvency proceeding involving Tenant, including, without limitation, any proceeding under any chapter of the Bankruptcy Code, by exercising and advocating rights under Section 365 of the Bankruptcy Code, by proposing a plan of reorganization and objecting to competing plans, and by filing motions for relief from stay. Such fees and expenses are payable on demand, or, in any event, upon assumption or rejection of this Agreement in bankruptcy.

Section 14.4 Waiver and Release by Tenant. Tenant waives and releases all Claims that Tenant may have resulting from Landlord's re-entry and taking possession of the Premises by any lawful means and removing and storing Tenant's property as permitted under this Agreement, regardless of whether this Agreement is terminated. To the fullest extent allowable under Laws, Tenant releases and will indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless the Landlord Parties from and against any and all Claims occasioned by Landlord's lawful re-entry of the Premises and disposition of Tenant's property. No such reentry is to be considered or construed as a forcible entry by Landlord.

Section 14.5 Landlord's Default. If Landlord defaults in the performance of any of its obligations under this Agreement, Tenant will notify Landlord of the default and Landlord will have thirty (30) days after receiving such notice to cure the default. If Landlord is not reasonably able to cure the default within a 30-day period, Landlord will have an additional reasonable period of time to cure the default as long as Landlord commences the cure within the 30 day period and thereafter diligently pursues the cure. Under no circumstances may Tenant offset against any Rent due and payable hereunder any amounts for which Landlord may be liable in the event of Landlord's default hereunder. Further, in no event is Landlord liable to Tenant or any other person for consequential, indirect, special or punitive damages, including, without limitation, lost profits.

Section 14.6 No Waiver. Except as specifically set forth in this Agreement, no failure by Landlord or Tenant to insist upon the other party's performance of any of the terms of this Agreement or to exercise any right or remedy upon a breach thereof, constitutes a waiver of any such breach or of any breach or default by the other party in its performance of its obligations under this Agreement. No acceptance by

Landlord of full or partial Rent from Tenant or any third party during the continuance of any breach or default by Tenant of Tenant's performance of its obligations under this Agreement constitutes Landlord's waiver of any such breach or default. Except as specifically set forth in this Agreement, none of the terms of this Agreement to be kept, observed or performed by a party to this Agreement, and no breach thereof, are waived, altered or modified except by a written instrument executed by the other party. One or more waivers by a party to this Agreement is not to be construed as a waiver of a subsequent breach of the same covenant, term or condition. No statement on a payment check from a party to this Agreement or in a letter accompanying a payment check is binding on the other party. The party receiving such check, with or without notice to the other party, may negotiate such check without being bound to the conditions of any such statement.

ARTICLE 15

CONSENT, SUBORDINATION, ATTORNMENT, MORTGAGEE PROTECTION CLAUSE AND ESTOPPEL CERTIFICATES

Section 15.1 Consent and Subordination. Pursuant to the Non-Disturbance Agreement, the Daughters consent to the terms, provisions and conditions of this Agreement and the execution and delivery hereof by Landlord. In addition, this Agreement, all rights of Tenant in this Agreement, and all interest of Tenant in the Complex, are and shall be subject and subordinate to the lien of any Mortgage. Tenant, on demand of the fee title holder of the Daughters, will execute and deliver to Landlord or to any other person that Landlord designates any instruments, releases or other documents reasonably required to confirm the self-effectuating subordination of this Agreement, as provided in this Section 15.1, to the lien of any Mortgage. The subordination to any future Mortgage provided for in this Section 15.1 is expressly conditioned upon the mortgagee's agreement that as long as Tenant is not in default in the payment of Rent or the performance and observance of any covenant, condition, provision, term or agreement to be performed and observed by Tenant under this Agreement, beyond any applicable grace or cure period that this Agreement provides Tenant, the subject Mortgagee will not disturb Tenant's rights under this Agreement. The lien of any existing or future Mortgage will not encumber Tenant's moveable trade fixtures or other personal property of Tenant located in or on the Premises.

Section 15.2 Attornment. If any ground lessor, holder of any Mortgage at a foreclosure sale or any other transferee acquires Landlord's interest in this Agreement, the Premises or the Complex, Tenant will attorn to the transferee or successor to Landlord's interest in this Agreement, the Premises or the Complex (as the case may be), and will recognize such transferee or successor as landlord under this Agreement. Tenant waives the protection of any statute or rule of law that gives or purports to give Tenant any right to terminate this Agreement or surrender possession of the Premises upon the transfer of Landlord's interest.

Section 15.3 Estoppel Certificates.

Section 15.3.1 Contents of Tenant Estoppel Certificates. Upon Landlord's written request, Tenant will execute, acknowledge and deliver to Landlord a written statement in form satisfactory to Landlord certifying: (a) that this Agreement is unmodified and in full force and effect (or, if there have been any modifications, that the Agreement is in full force and effect, as modified, and stating the modifications); (b) that this Agreement has not been canceled or terminated; (c) the last date of payment of Rent and the time period covered by such payment; (d) whether there are then existing any breaches or defaults by Landlord under this Agreement known to Tenant, and, if so, specifying the same; (e) specifying any existing claims or defenses in favor of Tenant against the enforcement of this Agreement; and (f) such other factual statements as Landlord, any Mortgagee, prospective Mortgagee, investor or purchaser may request. Tenant will deliver the statement to Landlord within ten (10) Business Days after Landlord's request. Landlord may give any such statement by Tenant to any Mortgage, prospective Mortgagee, investor or purchaser of all or any part of the Complex, and any such party may conclusively rely upon such statement as true and correct.

Section 15.3.2 Contents of Landlord Estoppel Certificates. Upon Tenant's written request, Landlord will execute, acknowledge and deliver to Tenant a written statement in form satisfactory to

Landlord certifying: (a) that this Agreement is unmodified and in full force and effect (or, if there have been any modifications, that the Agreement is in full force and effect, as modified, and stating the modifications); (b) that this Agreement has not been canceled or terminated; (c) the last date of payment of Rent received by Landlord and the time period covered by such payment; (d) whether there are then existing any breaches or defaults by Landlord under this Agreement known to Tenant, and, if so, specifying the same; (e) specifying any existing claims or defenses in favor of Landlord against the enforcement of this Agreement; and (f) such other factual statements as Tenant may reasonably request. Landlord will deliver the statement to Tenant within ten (10) Business Days after Tenant's written request. Tenant may give any such statement by Landlord only to such persons or parties reasonable approved, in advance, by Landlord, and any such approved person or party may conclusively rely upon such statement as true and correct.

Section 15.3.3 Failure to Deliver. If Tenant does not timely deliver the statement referenced in Section 15.4.1 to Landlord, then Landlord may execute and deliver the statement to any third party on behalf of Tenant, and Landlord and any Mortgagee, prospective Mortgagee, investor or purchaser may conclusively presume and rely, except as otherwise represented by Landlord, that (a) the terms and provisions of this Agreement have not been changed; (b) this Agreement has not been canceled or terminated; (c) not more than one month's Rent has been paid in advance; and (d) Landlord is not in default in the performance of any of its obligations under this Agreement. In such event, Tenant is estopped from denying the truth of such facts.

ARTICLE 16

EXPIRATION OF TERM - TERMINATION OF AGREEMENT

Section 16.1 Surrender of Premises. Tenant will surrender the Premises to Landlord at the expiration of the Term or the earlier termination of this Agreement in good order, condition and repair, reasonable wear and tear, permitted Alterations (not requiring removal as provided in Section 8.1) and damage by casualty or condemnation excepted, and will surrender all keys to the Premises to Landlord at the place then fixed for Tenant's payment of Rent, or as Landlord may otherwise direct. Tenant will also inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant, at such time, will remove all of its property from the Premises and, if Landlord so required as provided in Section 8.1, all specified Alterations and improvements that Tenant placed on the Premises that Landlord designated for removal. Tenant will promptly repair any damage to the Premises caused by such removal. If Tenant does not surrender the Premises in accordance with this Section 16.1, then Tenant releases and will indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless Landlord and Landlord's Parties from and against any Claim resulting from Tenant's delay in so surrendering the Premises, including, without limitation, any Claim made by any succeeding occupant founded on such delay. All property of Tenant not removed on or before the last day of the Term is deemed abandoned. Tenant appoints Landlord, as Tenant's agent, to remove, at Tenant's sole cost and expense, all of Tenant's abandoned property from the Premises upon termination of this Agreement, and, if Landlord elects in its sole and absolute discretion, to cause its transportation and storage for Tenant's benefit, all at the sole cost and risk of Tenant. Landlord will not be liable for damage, theft, misappropriation or loss thereof or in any manner in respect thereto.

Section 16.2 Holding Over. If with Landlord's prior written consent Tenant possesses the Premises after the Term expires or is otherwise terminated, then Tenant is deemed to be occupying the Premises, as applicable, as an occupant from month-to-month or as otherwise set forth in Landlord's such prior written consent, subject to all provisions, conditions and obligations of this Agreement applicable, as the case may be, to a month-to-month tenancy or as otherwise set for in Landlord's such prior written consent, except that (a) Rent will equal the greater of Rent payable by Tenant in the last year of the Term or as provided in Landlord's such prior written consent, and (b) either Landlord or Tenant may terminate the post Term tenancy at any time upon thirty (30) days' prior written notice to the other party. If Tenant possesses the Premises after the Term expires or is otherwise terminated without Landlord's written consent, then Tenant is deemed to be occupying the Premises without claim of right (but subject to all terms and conditions of this Agreement) and,

in addition to Tenant's liability for failing to surrender possession of the Premises as provided in Section 16.1, Tenant will pay Landlord a charge for each day of occupancy after expiration or earlier termination of the Term in an amount equal to one hundred fifty percent (150%) Tenant's then-existing Rent (on a daily basis). Notwithstanding the foregoing, if exercising reasonable diligence Tenant occupies the Premises because of not act or neglect by Tenant, then in such instance only, for a period of, but only for, thirty (30) days following the expiration or earlier termination of the Term, Tenant shall not be liable for any consequential damages suffered by Landlord as a result of the hold-over by Tenant, but Tenant shall nonetheless be liable for all of the other obligations of Tenant provided in this Section 16.2.

ARTICLE 17 MISCELLANEOUS PROVISIONS

Section 17.1 Notices. All Notices must be in writing and must be sent by personal delivery, United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the address for Landlord at Landlord's Notice Address and for Tenant at Tenant's Address, each of which is specified in the Cover Sheet Basic Terms or at such other place as either party may designate to the other party by written notice given in accordance with this Section 17.1. Notices given by mail are deemed effective three Business Days after the party sending the Notice deposits the Notice with the United States Post Office. Notices delivered by courier are deemed effective on the next Business Day after the day the party delivering the Notice timely deposits the Notice with the courier for overnight (next day) delivery.

Section 17.2 Transfers of Landlord's Interest. If Landlord Transfers any interest in the Premises for any reason other than collateral security purposes, the transferor is automatically relieved of all obligations on the part of Landlord accruing under this Agreement from and after the date of the Transfer, provided that the transferee assumes all of Landlord's obligations accruing subsequent to the Transfer and further provided that the transferor delivers to the transferee any funds the transferor holds in which Tenant has an interest (such as a security deposit). Except as specifically set forth in the first sentence of this Section 17.2, Landlord's covenants and obligations in this Agreement bind each successive Landlord only during and with respect to its respective period of ownership. However, notwithstanding any such Transfer, the transferor remains entitled to the benefits of Tenant's indemnity and insurance obligations (and similar obligations) under this Agreement with respect to matters arising or accruing during the transferor's period of ownership.

Section 17.3 Successors. The covenants and agreements contained in this Agreement bind and inure to the benefit of Landlord, and its successors and assigns, bind Tenant, and its successors and assigns, and inure to the benefit of Tenant and its permitted successors and assigns.

Section 17.4 Captions and Interpretations. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms or provisions of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

Section 17.5 Relationship of Parties.

This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Landlord and Tenant that specifically provided in this Agreement.

Section 17.6 Entire Agreement; Amendment. The Cover Sheet Basic Terms and all exhibits, addenda and schedules attached to this Agreement are incorporated into this Agreement as though fully set forth in this Agreement and together with this Agreement, contain the entire agreement between the parties with respect to the use and occupancy of the Premises. All prior and contemporaneous negotiations, including, without limitation, any letters of intent or other proposals and any drafts and related correspondence, are merged into and superseded by this Agreement. No subsequent alteration, amendment, change or addition to

this Agreement (other than to the Complex Rules) is binding on Landlord or Tenant, unless it is in writing and signed by the party to be charged with performance.

Section 17.7 Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Agreement, will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

Section 17.8 Landlord's Limited Liability. Tenant will look solely to Landlord's interest in the Complex for recovering any judgment or collecting any obligation from Landlord or any other Landlord Party. Tenant agrees that neither Landlord nor any other Landlord Party will be personally liable for any judgment or deficiency decree.

Section 17.9 Survival. All of Tenant's and Landlord's obligations under this Agreement (together with interest on payment obligations at the Maximum Rate) accruing prior to expiration or other termination of this Agreement survive the expiration or other termination of this Agreement. Further, all of Tenant's and Landlord's release, indemnification, defense and hold harmless obligations under this Agreement survive the expiration or other termination of this Agreement, without limitation.

Section 17.10 Attorneys' Fees. If either Landlord or Tenant commences any litigation or judicial action to determine or enforce any of the provisions of this Agreement, the prevailing party in any such litigation or judicial action is entitled to recover all of its costs and expenses (including, without limitation, reasonable attorneys' fees, costs and expenditures) from the nonprevailing party.

Section 17.11 Brokers. Landlord and Tenant each represent and warrant to the other that it has not had any dealings with any realtors, brokers, finders or agents in connection with this Agreement (except Jones Lang LaSalle) and releases and will indemnify, defend and hold the other harmless from and against any Claim based on the failure or alleged failure to pay any realtors, brokers, finders or agents (other than Jones Lang LaSalle) and from any cost, expense or liability for any compensation, commission or changes claimed by any realtors, brokers, finders or agents (other than Jones Lang LaSalle) claiming by, through or on behalf of it with respect to this Agreement or the negotiation of this Agreement. Landlord and Tenant both acknowledge that Jones Lang LaSalle has agreed to provide its services in defining the terms and provisions of this Agreement and that Jones Lang LaSalle has agreed to do so at no cost or obligations to Landlord, Tenant or anyone claiming by, through of under either.

Section 17.12 Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State. Any suit arising from or relating to this Agreement must be brought in the County or, if the suit is brought in federal court, in any federal court appropriate for suits arising in the County; Landlord and Tenant waive the right to bring suit elsewhere.

Section 17.13 Time is of the Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor, but such performance is nonetheless subject to Force Majeure.

Section 17.14 Joint and Several Liability. All parties signing this Agreement as Tenant are jointly and severally liable for performing all of Tenant's obligations under this Agreement.

Section 17.15 Tenant's Waiver. Any claim Tenant may have against Landlord for default in performance of any of Landlord's obligations under this Agreement is deemed waived unless Tenant notifies Landlord of the default within ninety (90) days after Tenant knew or should have known of the default and commences an action to enforce Landlord's obligations or remedy Landlord's failure to perform its obligations.

EXHIBIT "C"
COMPLEX RULES

1. Any sign, lettering, picture, notice or advertisement installed on or in any part of the premises of an occupant and visible from the exterior of the such premises, will be installed at such occupant's sole cost and expense, and in such manner, character and style as Landlord may approve in writing. In the event of a violation of the foregoing by an occupant, Landlord may remove the same without any liability and may charge to the subject occupant the expense incurred by such removal.
2. No awning or other projection will be attached to the outside walls of the Building. No curtains, blinds, shades or screens visible from the exterior of the Building or visible from the exterior of the premises of an occupant, will be attached to or hung in, or used in connection with any window or door of such premises without the prior written consent of Landlord. Such curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color, and attached in the manner approved by Landlord.
3. No occupant or its employees, customers, invitees, guests and agents, will obstruct sidewalks, entrances, passages, corridors, vestibules, halls, elevators, or stairways in and about the Building which are used in common with other occupants and their employees, customers, invites, guests and agents, and which are not a part of the premises of the subject occupant. No occupant will place objects against glass partitions or doors or windows which would be unsightly from the Building corridors or from the exterior of the Building, or which would interfere with the operation of any device, equipment, radio, television broadcasting or reception from or within the Building or elsewhere and will not place or install any projections, antennas, aerials or similar devices inside or outside of the premises of the occupant or on the Building.
4. No occupant will not waste electricity, water or air conditioning and will cooperate fully with Landlord to insure the most effective operation of the Building's heating and air conditioning systems and will refrain from attempting to adjust any controls other than unlocked room thermostats, if any, installed for the subject occupant's use. Each occupant will keep corridor doors closed.
5. Each occupant assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the premises of the subject occupant closed and secured after normal business hours.
6. No person or contractor not employed by Landlord will be used to perform janitorial work, window washing cleaning, maintenance, repair or similar work in the premises of an occupant without the written consent of Landlord.
7. In no event will an occupant bring into the Building inflammables, such as gasoline, kerosene, naphtha and benzine, or explosives or any other article of intrinsically dangerous nature. If, by reason of the failure of an occupant to comply with the provisions of this paragraph, any insurance premium for all or any part of the Building will at any time be increased, the subject occupant will make immediate payment of the whole of the increased insurance premium, without waiver of any of Landlord's other rights at law or in equity for the subject occupant.
8. Each occupant will comply with all applicable federal, state and municipal laws, ordinances and regulations, and building rules and will not directly or indirectly make any use of its premises which may be prohibited by any of the foregoing or which may be dangerous to persons or property or may increase the cost of insurance or require additional insurance coverage.
9. Landlord will have the right to prohibit any advertising by an occupant which in Landlord's reasonable opinion tends to impair the reputation of the Building or its desirability as an office complex for office

use, and upon written notice from Landlord, and the subject occupant will refrain from or discontinue such advertising.

10. The premises will not be used for cooking, lodging, sleeping or for any immoral or illegal purpose.

11. Each occupant and its servants, employees, agents, visitors, invitees and licensees will observe faithfully and comply strictly with the foregoing rules and regulations and such other and further appropriate rules and regulations as Landlord or Landlord's agent may from time to time adopt. Reasonable notice of any additional rules and regulations will be given in such manner as Landlord may reasonably elect.

12. Unless expressly permitted by Landlord, no additional locks or similar devices will be attached to any door or window and no keys other than those provided by Landlord will be made for any door. If more than two keys for one lock are desired by an occupant, Landlord may provide the same upon payment by such occupant for the reasonable cost thereof. Upon termination of an occupant's possession of its premises, such occupant will surrender all keys to its premises and will give to Landlord all combinations to locks, safes, cabinets and vaults in such premises.

13. Any carpeting cemented down by an occupant will be installed with a releasable adhesive. In the event of a violation of the foregoing by the subject occupant, Landlord may charge to the subject occupant the expense incurred by Landlord for such removal.

14. The water and wash closets, drinking fountains and other plumbing fixtures will not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, coffee grounds or other substances will be thrown therein. All damages resulting from any misuse of the fixtures will be borne by the occupant who or whose servants, employees, agents, invitees, visitors or licensees caused the same. No person will waste water by interfering or tampering with the faucets or otherwise.

15. No electrical circuits for any purpose will be brought into the premises of an occupant without Landlord's written permission specifying the manner in which same will be done.

16. No bicycle or other vehicle, and no dog (other than seeing-eye dogs) or other animal will be allowed in offices, halls, corridors, any premises of an occupant or elsewhere in the Building, without first obtaining Landlord's consent.

17. No occupant will throw anything out of the door or windows, or down any passageways or elevator shafts.

18. All loading, unloading, receiving or delivery of goods, supplies or disposal of garbage or refuse will be made only through entryways and elevators provided for such specific purposes that are indicated by Landlord. Each occupant will be responsible for any damage to the Building or property of its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the premises of such occupant, and will make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.

19. All safes, equipment or other heavy articles will be carried in or out of the subject occupant's premises only at such time and in such manner as will be prescribed in writing by Landlord, and Landlord will in all cases have the right to specify the proper position of any such safe, equipment or other heavy article, which will only be used by each occupant in a manner which will not interfere with or cause damage to the subject occupant's premises or the Building, or to the other occupants of the Building. Each occupant will be responsible for any damage to the Building or the property of its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the subject occupant's premises, and

will make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.

20. Canvassing, soliciting, and peddling in the Building is prohibited and each occupant will cooperate to prevent the same.

21. Vending machines will not be installed by any occupant in its premises of the Building, without permission of Landlord (which will not be unreasonably withheld).

22. Wherever in these Complex Rules that the word "occupant" occurs, it is understood and agreed that it will mean and occupant of the Building and its associates, agents, clerks, servants, invitees and visitors.

23. Landlord will have the right to enter the each occupant (upon reasonable notice) at all reasonable hours for the purpose of inspecting the same.

24. Each occupant and its servants, employees, customers, invitees and guests, when using the Parking Lot, will observe and obey all signs regarding fire lanes and no parking zones, and when parking always park between the designated lines. Landlord reserves the right to require parties authorized to use the Parking Lot to use parking stickers issued by Landlord that designates on which portion of the Parking Lot such party is authorized to park. No occupant will park any vehicle or place any items in that portion or portions of the Parking Lot designated for the exclusive use of another occupant. All vehicles will be parked at the sole risk of the owner thereof, and Landlord assumes no responsibility for any damage to or loss of vehicles. No vehicles will be parked overnight.

25. At all times the Building will be in the charge of Landlord's employee in charge and (a) persons may enter the Building only in accordance with Landlord's regulations, (b) persons entering or departing from the Building may be questioned as to their business in the Building, and the right is reserved to require the use of an identification card or other access device and the registering of such persons as to the hour of entry and departure, nature of visit, and other information deemed by Landlord necessary for the protection of the Building, and (c) all entries into and departures from the Building will take place through such one or more entrances as Landlord will from time to time designate; provided, however, that anything herein to the contrary notwithstanding, Landlord will not be liable for any lack of security in respect to the Building whatsoever. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the occupants or the protection of the Building and the property therein. Landlord will in no case be liable for damages for any error or other action taken with regard to the admission to or exclusion from the Building of any person.

26. All entrance doors to each occupant's premises will be locked when such premises are not in use. All corridor doors will also be closed during times when the air conditioning equipment in the Building is operating so as not to dissipate the effectiveness of the system or place an overload thereon.

27. Landlord reserves the right at any time and from time to time to rescind, alter or waive, in whole or in part, any of these Rules and Regulations when it is deemed necessary, desirable, or proper, in Landlord's reasonable judgment, for its best interest or for the best interest of the occupants.

28. In the event of any conflict between the terms, provisions and conditions of these Rules and Regulations and the terms, provisions and conditions of the agreement between the subject occupant and Landlord, the terms, provisions and conditions of such agreement will govern and control.

EXHIBIT "D"
CONSENT, NON-DISTURBANCE, ATTORNTMENT AND ESTOPPEL AGREEMENT

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Marillac -- LEARN Sublicense Agreement (Final Execution)

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EXHIBIT "E"
JANITORIAL SPECIFICATIONS

Within the Premises and the Common Areas, Landlord shall perform or cause to be performed the following janitorial and cleaning services:

- Each Business Day, cleaning of all classrooms, hallway and lavatories
- Twice a year, stripping and re-waxing all classrooms
- Twice a year, shampooing all carpeting
- Each Business Day, housekeeping services, including trash removal, necessary dusting, vacuuming, maintaining towels, tissue and other restroom supplies
- Not more frequently than quarterly, interior and exterior window washing
- As necessary, services for routine repair within the Premises for light bulb replacement, HVAC maintenance, plumbing maintenance and minor carpentry repairs

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EXHIBIT "F"
HVAC STANDARDS

For a load of 1 person per each RSF:

Winter 72° Fahrenheit inside at -2° at -10° outside;

Summer 74°, 50% RH (+ 5% RH) Fahrenheit inside at +2° degrees at 95° Fahrenheit outside drybulbs and 75° Fahrenheit outside wetbulb.

Outside Air: Per Code (ASHRAE Standard 62-1989)

EXHIBIT "G"
APPROVED ALTERATION

1. Initial Approved Alterations

- 50 RU of rack space in MDF
- 2 RU of rack space in IDF for network switch (phone closet on 2nd floor)
- Permission to have 2 T1 lines installed in NETPOP
- Permission to add complete wireless overlay on 2nd floor. (we will connect our wireless access points to existing data drops in classrooms using plastic wire-mold with end-to-end patch cables)
- Full access to MDF on first floor
- Full access to NETPOP in basement

2. Minor Alterations (in the Premises only)

- Painting, excluding any use of lead based paint or paint containing mercury or mercuric compounds
- Wallpapering
- Floor covering, provided no mastic or other wet or mixed adhesive material is used to secure any such floor covering
- Wall hangings, provided the hanging mechanism is an adhesive type so no holes are made in a wall

EXHIBIT "H"
LANDLORD'S SCHOOL AGE PROGRAM

Landlord operates a program for school age children that is approved by the Illinois Department of Human Services ("IDHS"). For purposes of this Agreement, such approved program run by Landlord is known as "Landlord's School Age Program." Landlord's School Age Program is designed so that a parent can have his or her children in a safe, educational and nurturing environment. For a parent to be eligible for IDHS assistance to pay for the cost of enrollment in Landlord's School Age Program, such parent must qualify financially and must be working and/or going to school.

Parents with a child or children enrolled in Landlord's School Age Program permits such parents to drop their children off at the Building in the morning on weekdays, regardless of whether it is a school day. As the children are dropped off, Landlord's staff supervises and serves the children breakfast. When finished, Landlord's staff then supervises the children while getting them to their school, either by walking them or by putting them on a school bus.

When the enrolled children are finished with school, IDHS requires, as part of Landlord's School Age Program, that the children, that are not picked up by their parent, return to the Building where Landlord conducts an after school activities. The after school activities include tutoring in reading, gym, organized games, and other activities promoting positive and reinforcing experiences for the children.

If a weekday is not a school day for the enrolled children, then IDHS requires the School Age Program to provide food, care and shelter for the children all day, as opposed to only before and after school on school days.



**Official Report of the Proceedings
of the
BOARD OF EDUCATION
of the City of Chicago**

**Rescheduled Regular Meeting-Held on Monday, November 23, 2009
10:30 A.M.
(125 South Clark Street)**

Published by the Authority of the Chicago Board of Education

**Clare Mufiana
Vice President**

**Estela G. Beltran
Secretary**

ATTEST



Secretary of the Board of Education
Of the City of Chicago

Vice President Muñana took the Chair and the meeting being called to order there were then:

PRESENT: Ms. Ward, Mr. Bobins, Dr. Butt, Mr. Carrero, Ms. Davis, and Vice President Muñana - 6

ABSENT: None

One vacancy exists on the Board.

ALSO PRESENT: Mr. Ron Huberman, Chief Executive Officer, Dr. Barbara Eason-Watkins, Chief Education Officer, and Mr. Patrick J. Rocks, General Counsel.

There was no Chief Executive Officer Report Presented this month.

There was no Closed Session this month.

09-1123-RS1

FINAL

AMEND BOARD REPORT 09-0423-RS20
RESOLUTION

**REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE
THE DESIGN AND CONSTRUCTION OF SOUTHSORE REPLACEMENT HIGH SCHOOL**

WHEREAS, on July 12, 1956, the Board of Education of the City of Chicago (the "Board") joined in the organization of the Public Building Commission of Chicago (the "PBC"); and

WHEREAS, the PBC provides a means of facilitating the acquisition, construction and improvement of public improvements, buildings and facilities for use by various governmental agencies in the furnishing of essential governmental, educational, health, safety and welfare services; and

WHEREAS, the Board has heretofore participated in the acquisition and construction of public schools and other facilities to provide essential governmental services in cooperation with the PBC and various other governmental agencies; and

WHEREAS, the Board has determined that it is necessary, desirable, advantageous, and in the public interest to undertake various capital projects in conjunction with the City of Chicago and other governmental agencies; and

WHEREAS, the projects would maximize the utilization of educational facilities operated and maintained by the Board by providing new school educational options and enhanced recreational and other facilities and improving the community areas located in the vicinity of school property; and

WHEREAS, the estimated total cost of this Project is anticipated not-to-exceed ~~\$90,360,886.00~~ ~~\$99,607,174~~ of which the Board has or will incur approximately ~~\$3,616,033.00~~ ~~\$4,900,553~~ of Project-related costs directly while the portion of the Project to be undertaken by the PBC is anticipated to be ~~\$86,734,852.00~~ ~~\$94,708,621~~.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

1. The PBC is hereby requested to complete the design of and then to construct a new school called Southshore Replacement High School on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
2. The Board is in the process of negotiating an IGA with the Chicago Park District regarding the land for the Southshore Replacement High School. The Board has completed the programming for the new school. The PBC is directed to provide any and all site preparation (including enrollment in the Site Remediation Plan, if necessary), to complete architectural design of the school, to bid the Project to its pre-qualified pool of general contractors, to award the Project to the lowest responsible bidder and to oversee construction of the Project.

3. This Project is part of the Modern Schools Across Chicago Program, a five-year program funded jointly between the City of Chicago and the Board. Funding for the Project is identified in the IGA between the City of Chicago and the Board and may be combination of City bond proceeds, Board Capital Funds, and PBC Surplus Funds. The Board, in accordance with the terms of the IGA, will transfer to the PBC the funds necessary to complete the Project identified above. The Project will be funded with capital funds generated in Fiscal Year 2009 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost for the Project to be undertaken by the PBC shall not exceed ~~\$86,734,852.00~~ \$94,706,621. This dollar amount is necessary to cover all project costs, including environmental, site preparation, construction, contingency, architecture fees, and management fees.
4. No cost may be incurred in excess of the level set forth in paragraph 3 above without prior Board approval.
5. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer.
6. This resolution is effective immediately upon its adoption.

09-1123-RS2

**AMEND BOARD REPORT 09-0826-RS5
RESOLUTION PROVIDING FOR THE ISSUE OF UNLIMITED TAX
GENERAL OBLIGATION BONDS (DEDICATED REVENUES), SERIES 2009, OF
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO IN AN
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$801,585,000,
FOR THE PURPOSE OF PAYING PART OF THE COST OF CERTAIN
CAPITAL IMPROVEMENTS IN AND FOR SAID BOARD**

WHEREAS, at the meeting of the Board of Education of the City of Chicago (the "Board") held on August 26, 2009, the Board adopted Resolution 09-0826-RS5 which, among other matters approved (i) the issuance of not to exceed \$801,585,000 aggregate principal amount of Unlimited Tax General Obligation Bonds (Dedicated Revenues), Series 2009 (the "Bonds"); and (ii) a direct annual tax for each of the years while the Bonds are outstanding in an amount sufficient to pay, when due, all principal of, and interest on, the Bonds; and

WHEREAS, on September 24, 2009, the Board issued \$547,335,000 aggregate principal amount of the Bonds, leaving an authorized but unissued amount of Bonds in the amount of \$254,250,000; and

WHEREAS, the Board desires to issue the remaining authorized but unissued Bonds as Qualified School Construction Bonds pursuant to Section 54F of the Internal Revenue Code of 1986, as amended (the "Code") and Internal Revenue Service Notice 2009-35 ("Notice 2009-35"); and

WHEREAS, due to changes in market conditions, the Board has determined that the amount of the levy set forth in Section 3(a) of Resolution 09-0826-RS5 may be insufficient to pay, when due, all principal of, and interest on, the authorized but unissued Bonds; and

WHEREAS, to provide for a sale of such authorized but unissued Bonds, the Board wishes to amend Section 3(a) of Resolution 09-0826-RS5 to increase the amount of the direct annual tax for each of the years while the Bonds are outstanding as set forth below;

NOW, THEREFORE, Be It Hereby Resolved by the Chicago Board of Education of the Board of Education of the City of Chicago, as follows:

1. Amendment of Section 3(a) of Resolution 09-0826-RS5. Section 3(a) of Resolution 09-0826-RS5 is hereby deleted in its entirety and in lieu thereof, the following language will be inserted therein:

3. *Tax Levy; Pledged Taxes.* (a) For the purpose of providing funds in addition to the Pledged Revenues to pay the principal of and interest on the Bonds, there is hereby levied upon all of the taxable property within the School District, in the years for which any of the Bonds are outstanding, a direct annual tax for each of the years while the Bonds are outstanding, in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the School District the following direct annual taxes:

RENEWAL TERM: The term of the Noble Network of Charter Schools' charter agreement is being extended for a five (5) year term commencing July 1, 2009 and ending June 30, 2014. The renewal agreement will incorporate specific conditions to be fulfilled by the charter holder and the specific timeframes in which they must be fulfilled.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the Charter School Agreement and amendment. Authorize the Executive Officer of the Office of New Schools to issue a letter notifying the Illinois State Board of Education of the action (s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification.

LSC REVIEW: Approval of Local School Councils is not applicable to this report.

FINANCIAL: The financial implications will be addressed during the development of the ~~200910-201011~~ fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY10 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The cost of this additional enrollment will be approximately ~~\$36,126,144.00~~ 1,147,050.00 in ~~200910-201011~~. If the Noble Network of Charter Schools applies to the Renaissance Schools Fund for funding for the new campuses and is not approved for funding, the Board shall provide a one-time payment to each campus for planning positions in an amount not to exceed \$170,000.00.

GENERAL CONDITIONS:

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement

09-1123-EX10

FINAL

- AMEND BOARD REPORT 09-0923-EX3
- AMEND BOARD REPORT 09-0527-EX5
- AMEND BOARD REPORT 08-1217-EX3
- AMEND BOARD REPORT 08-0723-EX12
- AMEND BOARD REPORT 08-0423-EX8
- AMEND BOARD REPORT 07-1024-EX3
- AMEND BOARD REPORT 06-1220-EX3
- AMEND BOARD REPORT 06-0222-EX14

APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH
L.E.A.R.N. CHARTER SCHOOL

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the renewal of the Charter School Agreement with L.E.A.R.N Charter School for an additional five-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education Information pertinent to this renewal is stated below.

This December 2006 amendment is necessary to correct the date of the renewal term for the Charter School Agreement.

This October 2007 amended Board Report is necessary to (a) authorize L.E.A.R.N. Charter School to add one new campus in the fall of 2008 at a location to be determined and (b) increase the at capacity enrollment by 600 students to 1,050 students. The addition of this new campus is contingent upon Board approval of the location of the new campus. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed within the time specified in an amended Board Report approving the site location. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This October 2007 amended Board Report is also necessary to authorize L.E.A.R.N. Charter School to establish an additional campus in the fall of 2009 at a location to be determined with an at capacity enrollment of 600 students. The addition of this new campus to open in the fall of 2009 and the corresponding change to enrollment is contingent upon an assessment of the District's need for this new campus based on demographics and student demands, any required subsequent public hearings, achievement of certain benchmarks by the Charter School, and Board approval of the location of the new campus. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed within the time specified in an amended Board Report approving the site location. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This amended Board Report is necessary to (a) identify a new site for the new L.E.A.R.N. Charter School campus to open in 2008, (b) change the grades served at the 2008 Campus and (c) change the first year capacity enrollment at the 2008 Campus.

On March 5, 2008, the Chief Administrative Officer proposed to the Board that the new campus share a facility with Gregory Elementary School. The Board rejected that proposal at the March 2008 Board meeting. Office of New Schools staff then explored other options that would permit the new campus to open in Fall 2008. Because the original proposal was presented to the Board prior to the adoption of the Charter School Capital and Facility Budget Policy, and because the Office of New Schools has responded to the Board's concerns regarding the original proposal, the Board waives the application of the notice provisions of the Charter School Capital and Facility Budget Policy adopted on March 26, 2008 for this new campus. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This July 2008 amended Board Report is necessary to authorize L.E.A.R.N. Charter School to (a) change the location of the L.E.A.R.N. Charter School campus scheduled to open in 2008 (b) change the name of the

L.E.A.R.N. Charter School campus scheduled to open in 2008 and (c) clarify the relationship of any pre-kindergarten program to the charter school. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This December 2008 amended Board Report is necessary to authorize L.E.A.R.N. Charter School to change the name of the L.E.A.R.N. Charter School campus located at 1132 South Homan Avenue to L.E.A.R.N. Charter School – Romano Butler Campus. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This May 2009 amended Board Report is necessary to approve 212 S. Francisco as the location for the L.E.A.R.N. campus that is scheduled to open in the fall of 2009. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed within 120 days of the date of this Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This September 2009 amended Board Report is necessary to (a) correct the at capacity enrollment of the L.E.A.R.N. Charter School – Romano Butler Campus from 450 to 525 students and (b) correct the overall at capacity enrollment of the charter school from 1650 to 1725 students. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This November 2009 amendment is necessary to authorize L.E.A.R.N. Charter School to (a) establish a new campus in the fall of 2010 at 8914 S. Buffalo Avenue and (b) increase the overall at capacity enrollment at the charter school by 596 to 2321 students for the 2010-2011 school year. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This November 2009 amendment is also necessary to authorize L.E.A.R.N. Charter School to (a) establish a new campus in the fall of 2011 at 7110 S. Coles Avenue and (b) subsequently increase the overall at capacity enrollment at the charter school by 596 to 2917 students for the 2011-2012 school year. Establishment of the additional campus anticipated to open in the fall of 2011 and the corresponding increase to enrollment are contingent upon the renewal of the Charter School Agreement with L.E.A.R.N. Charter School upon the expiration of this renewal term ending July 15, 2011.

CHARTER SCHOOL: L.E.A.R.N. Charter School
1132 South Homan Avenue
Chicago, IL 60624
Phone: (773) 826-6330 722-0200
Contact Person: Courtney Francis Greg White, President and CEO

OVERSIGHT: Office of New Schools
125 South Clark Street, 5th Floor
Chicago, IL 60603
Phone: (773) 553-1530
Contact Person: Josh Edelman
Jaime Guzman, Acting Executive Officer

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 01-0627- EX7) is for a term commencing July 15, 2001, and ending July 15, 2006. The agreement authorizes the operation of a single facility charter school with enrollment not to exceed 400 students in grades Kindergarten through eighth.

The Agreement incorporates an accountability plan whereby the school is evaluated by the Board each year based on numerous factors related to its academic, financial, and operational performance.

CHARTER RENEWAL PROPOSAL: L.E.A.R.N. submitted a renewal proposal on November 22, 2005, to continue the operation of the school under the same mission and educational programs. The school is currently located at 1132 South Homan Avenue and serves 334 students in grades kindergarten through eighth. The proposal requests an increase in maximum student enrollment to permit up to approximately 450 students. The school would grow gradually to that level, adding 15-30 students each year. In 2006-2007, the cost of 30 additional students would be approximately \$177,750.00.

On August 6, 2007 L.E.A.R.N. submitted a Renaissance Proposal to (a) establish a new campus in the fall of 2008 and a new campus in 2009 and (b) to increase their at capacity enrollment by 1200 students to 1,650 students. The L.E.A.R.N. Charter School — 2008 Campus will open in 2008 at a location to be determined and serve approximately 278 students in grades K - 3. The L.E.A.R.N. Charter School —2009 Campus will open in 2009 at a location to be determined and will serve approximately 216 students in grades K — 3. In successive years, the 2008 Campus will grow to serve 600 students in grades K — 8 at capacity. The 2009 Campus will grow to serve 600 students grades K — 8 at capacity. A public hearing was held on October 11, 2007.

In April 2008, L.E.A.R.N submitted a material modification to (a) identify a site for the new L.E.A.R.N. Charter School campus anticipated to open in 2008, (b) change the grades served at the 2008 Campus and (c) change the first year at capacity enrollment at the 2008 Campus. The campus will be located at 2745 W. Roosevelt Road and will serve 198 students in grades K - 2. In successive years, the 2008 Campus will grow to serve 600 students in grades K - 8. Public hearings, as required by statute were held on April 15, 2008 at 2745 W. Roosevelt Road. The hearing was recorded. A summary report of the hearing is available for review.

In July 2008, L.E.A.R.N submitted a material modification to (a) change the location of the L.E.A.R.N. Charter School campus scheduled to open in 2008 and (b) change the name of the L.E.A.R.N. Charter School campus scheduled to open in 2008. The campus will be located at 2401 W Congress Parkway and will be named, LEARN Charter School – Excel Campus. A Public hearing, as required by statute was held on July 21, 2008 at 2401 W. Congress Parkway. A summary report of the hearing is available for review.

LEARN Charter School is authorized to operate a pre-kindergarten program in the same building as the charter school. The children enrolled in the pre-kindergarten will not be included in the enrollment of the charter school and the pre-kindergarten program will not be governed by the charter school agreement. To the extent the Board provides funding for the pre-kindergarten program, that program will be subject to a separate agreement with and separate funding authorized by the Office of Early Childhood Education. A material breach of any contract between the Board and LEARN Charter School for operation of a pre-kindergarten program or the charter school may be treated as a breach of the other contract.

In October 2008, L.E.A.R.N submitted a material modification to change the name of the L.E.A.R.N Charter School campus located at 1132 South Homan Avenue. A public hearing was held on the proposed name change on December 11, 2008. A summary of the hearing report is available for review. This campus will be named L.E.A.R.N Charter School – Romano Butler Campus.

In March 2009 L.E.A.R.N submitted a material modification to identify a location for its campus that is scheduled to open in the fall of 2009. The campus will be located at 212 S. Francisco. A public hearing was held at the proposed location on May 12, 2009. The hearing was recorded and a summary of the hearing report is available for review.

In August 2009 L.E.A.R.N. notified the Office of New Schools that it would like to (a) correct the at capacity enrollment of the L.E.A.R.N Charter School – Romano Butler Campus from 450 to 525 and (b) correct the overall at capacity enrollment of the charter school from 1650 to 1725. A public hearing on the proposed enrollment correction was held on Thursday, September 17, 2009. This hearing was recorded and a summary report is available for review.

On August 10, 2009, L.E.A.R.N. Charter School submitted proposals to open two new elementary school campuses. L.E.A.R.N. proposes to establish the L.E.A.R.N. Charter School – South Chicago Campus at 8914

S. Buffalo Avenue with a corresponding increase in the overall at capacity enrollment at the charter school of 596 to 2321 students. This site will require that L.E.A.R.N. Charter School – South Chicago Campus share its facility with Thorp Elementary School. The two schools will share their facility in accordance with the Board's Shared Facility Policy, 05-0126-PO1. The South Chicago Campus is scheduled to open in the fall of 2010 and will serve 236 students in grades K-3. In successive years this campus will grow one grade at a time, until reaching a capacity of 596 students in grades K-8.

L.E.A.R.N. also proposes to establish the L.E.A.R.N. Charter School – 5th Campus in the fall of 2011 at 7110 S. Coles Avenue with a corresponding increase in the overall at capacity enrollment at the charter school of 596 to 2917 students. This campus is proposed to open with a first year at capacity enrollment of 236 students in grades K-3. In successive years the campus will grow one grade at a time, until reaching a capacity of 596 students in grades K-8. Public hearings for both campuses, as required by statute, were held on June 23, 2009, September 10, 2009 and November 9, 2009. The public hearings were recorded and summary reports for all hearings are available for review. The addition of the new campus anticipated to open in the fall of 2011 and the corresponding increase to enrollment are contingent upon the renewal of the Charter School Agreement with L.E.A.R.N. Charter School upon the expiration of this renewal term ending July 15, 2011.

CONTINGENT APPROVAL: The addition of the new campus anticipated to open in the fall of 2008 and the corresponding changes to enrollment is contingent upon Board approval of the new site as indicated by a subsequent amendment to this Board Report.

The addition of the new campus anticipated to open in the fall of 2009 and the corresponding changes to enrollment is contingent upon an assessment of the District's need for the 2009 campus based upon demographics, student demands, any required subsequent public hearings, and Board approval of the proposed site for the new campus. Approval of the 2009 campus is also contingent upon L.E.A.R.N. Charter School meeting benchmarks established by the Office of New Schools including, but not limited to, ADA compliance on or before April 15, 2008. The Office of New Schools will oversee the enforcement of these deadlines. Failure by L.E.A.R.N. Charter School to meet these deadlines, at the option of the Board, may result in the rescission of the authority granted herein and the denial of the approval of the 2009 campus. A final review of the charter school proposal for the 2009 campus will be conducted by the Chief Executive Officer on or before May 15, 2008. This final review will be conducted to determine compliance with the terms indicated above. The CEO's recommendation to approve the 2009 campus will be subject to Board approval as indicated by a subsequent amendment to this Board Report.

CHARTER EVALUATION: The Renewal Evaluation Committee ("Committee") has reviewed and evaluated L.E.A.R.N.'s renewal proposal as well as the school's past academic, financial, and operational performance. The committee also conducted a site visit of the charter school. During the last school year, L.E.A.R.N. satisfied its academic accountability requirements in eight of the eight areas reviewed. On the ITBS Reading, 77.3% of L.E.A.R.N. students performed at or above national norms. 87.9% of L.E.A.R.N. students have ITBS Math scores at or above national norms. On the ISAT, 80.95% of L.E.A.R.N. students met or exceeded state standards. Finally, the school has a high attendance rate of 95.8%. The committee recommends that L.E.A.R.N. be authorized to continue operating as a charter school.

RENEWAL TERM: The term of L.E.A.R.N.'s charter status is being extended for five (5) years commencing July 16, 2006 and ending July 15, 2011.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the Charter School Agreement and amendment. Authorize the Executive Officer of Office of New Schools to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification.

LSC REVIEW: Approval of Local School Councils is not applicable to this report.

FINANCIAL: The financial implications will be addressed during the development of the ~~2008-2009 and 2009-2010~~ 2010-2011 and 2011-2012 fiscal year budgets. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY~~0810~~ 0910 are deemed to be contingent liabilities only subject to appropriations in subsequent fiscal year budgets. The cost of ~~498 students in 2008-2009~~ this additional enrollment will be approximately \$~~1,273,032.00~~ 1,443,612.00. These budget figures are based on revised per pupil funding amounts ~~released on October 16, 2006, for FY10.~~

GENERAL CONDITIONS:

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's indebtedness Policy adopted June 26, 1996 (96-0626-P03), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

**OFFICE OF THE SECRETARY
BOARD OF EDUCATION — CITY OF CHICAGO**

STATE OF ILLINOIS
County of Cook

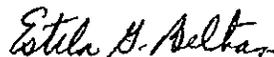
I, Estela G. Beltran, Secretary of the Board of Education of the City of Chicago, in the County of Cook and State of Illinois, DO HEREBY CERTIFY that the annexed and foregoing is a true and correct copy of that certain BOARD REPORT 10-0623-EX5 now on file in my office, BOARD REPORT 10-0623-EX5 - AMEND BOARD REPORT 09-1123-EX10 AMEND BOARD REPORT 09-0923-EX3 AMEND BOARD REPORT 09-0527-EX5 AMEND BOARD REPORT 08-1217-EX3 AMEND BOARD REPORT 08-0723-EX12 AMEND BOARD REPORT 08-0423-EX8 AMEND BOARD REPORT 07-1024-EX3 AMEND BOARD REPORT 06-1220-EX3 AMEND BOARD REPORT 06-0222-EX14 APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH L.E.A.R.N. CHARTER SCHOOL

I DO FURTHER CERTIFY that the said BOARD REPORT 10-0623-EX5 was presented to and approved by the Board of Education of the City of Chicago at its regular meeting held on the 23rd day of June, A.D. 2010, and deposited in my office on the 23rd day of June, A.D. 2010.

I DO FURTHER CERTIFY that the original, of which the foregoing is a true copy, is entrusted to my care for safekeeping and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Board of Education of the City of Chicago aforesaid at the City, in the County and State aforesaid, this 24th day of June, 2010.

[L.S.]


Secretary

AMEND BOARD REPORT 09-1123-EX10
AMEND BOARD REPORT 09-0923-EX3
AMEND BOARD REPORT 09-0527-EX5
AMEND BOARD REPORT 08-1217-EX3
AMEND BOARD REPORT 08-0723-EX12
AMEND BOARD REPORT 08-0423-EX8
AMEND BOARD REPORT 07-1024-EX3
AMEND BOARD REPORT 06-1220-EX3
AMEND BOARD REPORT 06-0222-EX14

**APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH
 L.E.A.R.N. CHARTER SCHOOL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the renewal of the Charter School Agreement with L.E.A.R.N Charter School for an additional five-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

This December 2006 amendment is necessary to correct the date of the renewal term for the Charter School Agreement.

This October 2007 amended Board Report is necessary to (a) authorize L.E.A.R.N. Charter School to add one new campus in the fall of 2008 at a location to be determined and (b) increase the at capacity enrollment by 600 students to 1,050 students. The addition of this new campus is contingent upon Board approval of the location of the new campus. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed within the time specified in an amended Board Report approving the site location. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This October 2007 amended Board Report is also necessary to authorize L.E.A.R.N. Charter School to establish an additional campus in the fall of 2009 at a location to be determined with an at capacity enrollment of 600 students. The addition of this new campus to open in the fall of 2009 and the corresponding change to enrollment is contingent upon an assessment of the District's need for this new campus based on demographics and student demands, any required subsequent public hearings, achievement of certain benchmarks by the Charter School, and Board approval of the location of the new campus. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed within the time specified in an amended Board Report approving the site location. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This amended Board Report is necessary to (a) identify a new site for the new L.E.A.R.N. Charter School campus to open in 2008, (b) change the grades served at the 2008 Campus and (c) change the first year capacity enrollment at the 2008 Campus.

On March 5, 2008, the Chief Administrative Officer proposed to the Board that the new campus share a facility with Gregory Elementary School. The Board rejected that proposal at the March 2008 Board meeting. Office of New Schools staff then explored other options that would permit the new campus to open in Fall 2008. Because the original proposal was presented to the Board prior to the adoption of the Charter School Capital and Facility Budget Policy, and because the Office of New Schools has responded to the Board's concerns regarding the original proposal, the Board waives the application of the notice provisions of the Charter School Capital and Facility Budget Policy adopted on March 26, 2008 for this new campus. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This July 2008 amended Board Report is necessary to authorize L.E.A.R.N. Charter School to (a) change the location of the L.E.A.R.N. Charter School campus scheduled to open in 2008 (b) change the name of the L.E.A.R.N. Charter School campus scheduled to open in 2008 and (c) clarify the relationship of any pre-kindergarten program to the charter school. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This December 2008 amended Board Report is necessary to authorize L.E.A.R.N. Charter School to change the name of the L.E.A.R.N. Charter School campus located at 1132 South Homan Avenue to L.E.A.R.N. Charter School – Romano Butler Campus. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This May 2009 amended Board Report is necessary to approve 212 S. Francisco as the location for the L.E.A.R.N. campus that is scheduled to open in the fall of 2009. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed within 120 days of the date of this Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

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This November 2009 amendment is necessary to authorize L.E.A.R.N. Charter School to (a) establish a new campus in the fall of 2010 at 8914 S. Buffalo Avenue and (b) increase the overall at capacity enrollment at the charter school by 596 to 2321 students for the 2010-2011 school year. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

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This June 2010 amendment is necessary to authorize L.E.A.R.N. Charter School to (a) modify the at capacity enrollment at the L.E.A.R.N. Charter School – Excel Campus by decreasing the current at capacity enrollment by 75 students to a new at capacity of 525 students and (b) modify the at capacity enrollment at L.E.A.R.N. Charter School – Romano-Butler Campus by increasing the current at capacity enrollment by 75 students to a new at capacity enrollment of 600 students for the 2010-2011 school year. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

CHARTER SCHOOL:

L.E.A.R.N. Charter School
1132 South Homan Avenue
Chicago, IL 60624
Phone: (773) 722-0200
Contact Person: Greg White, President and CEO

OVERSIGHT:

Office of New Schools
125 South Clark Street, 5th Floor
Chicago, IL 60603
Phone: (773) 553-1530
Contact Person: Jaime Guzman, Acting Executive Officer

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 01-0627- EX7) is for a term commencing July 15, 2001, and ending July 15, 2006. The agreement authorizes the operation of a single facility charter school with enrollment not to exceed 400 students in grades Kindergarten through eighth. The Agreement incorporates an accountability plan whereby the school is evaluated by the Board each year based on numerous factors related to its academic, financial, and operational performance.

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In October 2008, L.E.A.R.N submitted a material modification to change the name of the L.E.A.R.N Charter School campus located at 1132 South Homan Avenue. A public hearing was held on the proposed name change on December 11, 2008. A summary of the hearing report is available for review. This campus will be named L.E.A.R.N Charter School – Romano Butler Campus.

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L.E.A.R.N. also proposes to establish the L.E.A.R.N. Charter School – 5th Campus in the fall of 2011 at 7110 S. Coles Avenue with a corresponding increase in the overall at capacity enrollment at the charter school of 596 to 2917 students. This campus is proposed to open with a first year at capacity enrollment of 236 students in grades K-3. In successive years the campus will grow one grade at a time, until reaching a capacity of 596 students in grades K-8. Public hearings for both campuses, as required by statute, were held on June 23, 2009, September 10, 2009 and November 9, 2009. The public hearings were recorded and summary reports for all hearings are available for review. The addition of the new campus anticipated to open in the fall of 2011 and the corresponding increase to enrollment are contingent upon the renewal of the Charter School Agreement with L.E.A.R.N. Charter School upon the expiration of this renewal term ending July 15, 2011.

In May 2010, L.E.A.R.N. Charter School submitted a material modification to change the at capacity enrollments of the L.E.A.R.N. Charter School – Excel Campus and the L.E.A.R.N. Charter School – Romano-Butler Campus. L.E.A.R.N. proposes to (a) modify the at capacity enrollment at the L.E.A.R.N. Charter School – Excel Campus by decreasing the current at capacity enrollment by 75 students to a new at capacity of 525 students and (b) modify the at capacity enrollment at L.E.A.R.N. Charter School – Romano-Butler Campus by increasing the current at capacity enrollment by 75 students to a new at capacity enrollment of 600 students for the 2010-2011 school year. The total at capacity enrollment for the charter school will remain the same. A public hearing on the proposed change was held on Friday, June 11, 2010. The hearing was recorded and a summary report is available for review.

CONTINGENT APPROVAL: The addition of the new campus anticipated to open in the fall of 2008 and the corresponding changes to enrollment is contingent upon Board approval of the new site as indicated by a subsequent amendment to this Board Report.

The addition of the new campus anticipated to open in the fall of 2009 and the corresponding changes to enrollment is contingent upon an assessment of the District's need for the 2009 campus based upon demographics, student demands, any required subsequent public hearings, and Board approval of the proposed site for the new campus. Approval of the 2009 campus is also contingent upon L.E.A.R.N. Charter School meeting benchmarks established by the Office of New Schools including, but not limited to, ADA compliance on or before April 15, 2008. The Office of New Schools will oversee the enforcement of these deadlines. Failure by L.E.A.R.N. Charter School to meet these deadlines, at the option of the Board, may result in the rescission of the authority granted herein and the denial of the approval of the 2009 campus. A final review of the charter school proposal for the 2009 campus will be conducted by the Chief Executive Officer on or before May 15, 2008. This final review will be conducted to determine compliance with the terms indicated above. The CEO's recommendation to approve the 2009 campus will be subject to Board approval as indicated by a subsequent amendment to this Board Report.

CHARTER EVALUATION: The Renewal Evaluation Committee ("Committee") has reviewed and evaluated L.E.A.R.N.'s renewal proposal as well as the school's past academic, financial, and operational performance.

The committee also conducted a site visit of the charter school. During the last school year, L.E.A.R.N. satisfied its academic accountability requirements in eight of the eight areas reviewed. On the ITBS Reading, 77.3% of L.E.A.R.N. students performed at or above national norms. 87.9% of L.E.A.R.N. students have ITBS Math scores at or above national norms. On the ISAT, 80.95% of L.E.A.R.N. students met or exceeded state standards. Finally, the school has a high attendance rate of 95.8%. The committee recommends that L.E.A.R.N. be authorized to continue operating as a charter school.

RENEWAL TERM: The term of L.E.A.R.N.'s charter status is being extended for five (5) years commencing July 16, 2006 and ending July 15, 2011.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the Charter School Agreement and amendment. Authorize the Executive Officer of Office of New Schools to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification.

LSC REVIEW: Approval of Local School Councils is not applicable to this report.

FINANCIAL: The financial implications will be addressed during the development of the 2010-2011 and 2011 – 2012 fiscal year budgets. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY10 are deemed to be contingent liabilities only subject to appropriations in subsequent fiscal year budgets. The cost of this additional enrollment will be approximately \$1,443,612.00. These budget figures are based on revised per pupil funding amounts for FY10.

GENERAL CONDITIONS:

Inspector General - Each Party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's indebtedness Policy adopted June 26, 1996 (96-0626-P03), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time shall be incorporated into and made a part of the agreement.

Approved:



Barbara Eason-Watkins
Chief Education Officer

Respectfully Submitted:



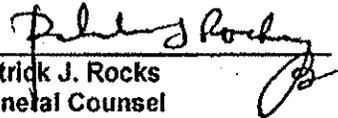
Ron Huberman
Chief Executive Officer

Within Appropriation:



Christina Herzog Diana S. Ferguson
Acting Chief Financial Officer

Approved as to Legal Form: &



Patrick J. Rocks
General Counsel



News Release

For more information contact:
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FOR IMMEDIATE RELEASE:

November 4, 2009

CPS Announces Six New School Proposals for Priority Communities

Board of Education Will Consider Proposals at Next Meeting

Chicago Public Schools Chief Executive Officer Ron Huberman today announced six new school recommendations to be submitted to the Chicago Board of Education for consideration at its November 18 meeting. If approved, all six schools will open in communities in need of high-quality education options.

"Six months ago we targeted three underserved communities and strongly encouraged new school design teams, composed of educators and entrepreneurs with close ties to the community, to submit proposals for schools in those areas," said Huberman. "Today, after months of community, and parental input, we are pleased with the results." Huberman also stressed that input from the Transition Advisory Councils (TAC) was crucial in making the decision process fair and sensitive to the needs of each of the school communities. TAC members met with Huberman last month to share their new school recommendations.

The six proposals include four elementary schools, one high school serving grades 9-12, and a combination middle school-high school that will serve students grades 6-12. Three of the new schools are slated to open in the fall of 2010, and the other three schools are slated to open in the fall of 2011. All six will be subject to approval from the Chicago Board of Education later this month.

The three schools slated to open in fall of 2010 are proposed in communities the district considers to be high priority — Englewood, Riverdale (Far South Side) and South Chicago—and would be run by existing charter school operators who manage other high-performing schools in Chicago. If approved, these schools will be located in CPS buildings listed in the 2009 Request for Proposals (RFP), released this past May.

- more -

The three schools that will be recommended to the Board for a fall of 2010 opening include:

- **Noble Street Charter School – Englewood Campus**, a proposed charter school, would serve grades 9-12. The Englewood Campus would follow the Noble model, which is built on a platform of small schools, strong leadership, strict adherence to a discipline code and a rigorous academic program that includes emphasis on reading, math, community service and physical fitness. The culture at all Noble Street schools is infused with the “Noble Way”-scholarship, discipline and honor. Noble Street currently operates nine campuses serving 2,200 students. The new school is proposed to be located at Reed Elementary School, 6350 S. Stewart Ave, which is being phased out.
- **Chicago International Charter School (CICS) – Riverdale Campus**, a proposed charter school, would serve grades 6-12. The Riverdale Campus would offer students a rigorous college-preparatory education through innovation and choice. CICS currently operates 13 campuses serving 8,100 students, including the K-8 Lloyd Bond Campus that opened in Altgeld Gardens in the Riverdale community this fall. The new school is proposed to be located at Carver Middle School, 801 E. 133rd Place, which was consolidated with Carver Elementary last year.
- **LEARN Charter School – South Chicago Campus**, a proposed charter school, would serve grades K-8. The South Chicago Campus would provide its students with the foundation and ambition to earn a college degree through an academically challenging college preparatory curriculum. Each LEARN school, which features an extended day and extended year, is driven by its set of distinct Core Principles: mutual respect among staff, parents, students, and communities served; expected active family contribution; and emphasis on character development and the whole child. LEARN currently operates three elementary schools serving 900 students on the west side of Chicago. Their flagship campus is one of the highest performing non-selective elementary schools in North Lawndale. The school is proposed to be located at James N. Thorp Elementary School, 8914 S. Buffalo Ave. as a permanent co-share.

CPS received 14 proposals to serve the Englewood, Riverdale and South Chicago communities. Design teams applied to open new schools in those areas through a competitive and community-based process.

In each of these three communities, district officials formed a Transition Advisory Council (TAC) composed of parents, educators, community residents, community and faith-based organizations, and elected officials and their representatives. Beginning in May of this year, and lasting through October, the TACs met regularly to discuss the community's educational needs and assets, review education-based research, visit high performing schools, and review new school proposals.

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Commenting on the process, Paulette Cage Edwards, Riverdale TAC member and Executive Director of the Foundation for Family Empowerment located in the Riverdale community said, "Parents in the Riverdale Community, like other communities, want to have a choice in schools for their children. CICS is the choice of the Riverdale TAC. As a member of the Riverdale TAC and former Altgeld Gardens resident, I believe the rigorous academic plan and disciplined environment offered by CICS is needed to propel these children to reach beyond state academic benchmarks and in doing so achieving their fullest potential."

The three schools that will be recommended to the Board for a fall of 2011 opening in independently owned buildings include:

- **LEARN Charter School – South Shore Campus**, a proposed charter school, would serve grades K-8 in the South Shore community. Like the South Chicago Campus, the South Shore Campus would provide its students with an academically challenging college preparatory curriculum, a strong school culture and an extended day and extended year. The school is proposed to be located at 7110 S. Coles.
- **Roseland Preparatory Academy**, a proposed contract school, would serve grades K-8 in the Roseland community. Roseland Prep would offer students an education where they take pride in themselves, their families, their environment, their school and their community. The school will be modeled after Frazier Preparatory Academy, a college-prep contract school that opened in North Lawndale in the fall of 2007 and utilizes the Mosaica Paragon curriculum. The school is proposed to be located at 11400 S. Edbrook.
- **UNO Charter School**, a proposed charter school, would serve grades K-8. UNO seeks to provide its students a rigorous curriculum in a well-managed, structured environment to redefine the culture and expectations of public education, especially in urban settings among minority students. UNO currently operates one high school and eight elementary schools serving 3,700 students. Historically, UNO has focused on opening schools in communities experiencing overcrowding. The school's location is yet to be determined.

Also, three schools were approved by the Board last year to open in fall of 2010. They are:

- **UNO Charter School**, a charter school approved by the Chicago Board of Education at its September 2008 meeting, will serve grades K-8. It will offer students a structured academic and social environment to prepare them for success in high school and beyond. The school's location is yet to be determined.
- **UNO Hospitality High School**, a charter school approved by the Board at their September 2008 meeting, will serve grades 9-12. Established in collaboration with the Chicago LEADS (Leading Economic Advancement, Development and Sustainability) Initiative, it will offer students a college-prep track and a career-prep track focusing on the hospitality industry. The school's location is yet to be determined.

- more -

- **Instituto Health Sciences Career Academy**, a contract school approved by the Board at their October 2008 meeting, will serve grades 9-12. Also in partnership with Chicago LEADS, will offer college-prep and career-prep tracks that focus on study and careers in the health sciences. Students will have the opportunity to earn industry certification in nursing, health technology or health administration. The school's location is yet to be determined.

Finally, eight contract schools have applied to convert their existing or planned schools to charter schools. They are:

- Academy of Global Citizenship (Garfield Ridge)
- Catalyst Circle Rock Campus (Austin)
- Chicago Talent Development High School (West Garfield Park)
- EPIC Academy High School (South Chicago)
- Instituto Health Sciences Career Academy (Near Southwest Side)
- Rowe Elementary (West Town)
- Urban Prep Academy for Young Men (East Garfield Park)
- Urban Prep Academy for Young Men (South Shore)

A public hearing to allow for comments about the new school proposals will take place Nov. 9 at 6 p.m. in the CPS Board Chambers, located at 125 S. Clark St., 5th floor. Registration to speak at the hearing will be between 5:30 p.m. and 6:30p.m.

Chicago Public Schools serves approximately 408,000 students in more than 660 schools. It is the nation's third-largest school system.

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Project Narrative

Section 5 - Other Attachments: Student Academic Achievement

Attachment 1:

Title: **Section 5 LEARN Student Achievement** Pages: **21** Uploaded File: **K:\Foundations\Proposals 10-11\DOE\Section 5 LEARN student achievement.pdf**

Section 5 : Other Attachments

Student Achievement Data

Section 5 : Other Attachments

Student Achievement Data

NAME	Attachment
School Attendance Rate	1
School Mobility Rate	2
State Attendance Mobility	3
ISAT LEARN and CPS	4
State ISAT Reading Results	5
State ISAT Math Results	6

Chicago Public School Year End Attendance Rate											
School Name	Group	Grade	2001	2002	2003	2004	2005	2006	2007	2008	2009
CITYWIDE	ALL		91.5	92.0	92.1	92.2	91.9	92.1	91.2	90.0	90.5
CITYWIDE	Grade	Pre-K	82.6	84.0	84.4	84.3	80.8	81.2	81.2	86.6	
CITYWIDE	Grade	K	91.2	92.0	92.1	92.5	92.4	92.8	92.2	92.8	92.7
CITYWIDE	Grade	1	93.1	93.7	93.8	94.3	93.8	94.2	93.6	94.0	93.9
CITYWIDE	Grade	2	93.8	94.3	94.4	94.7	94.6	94.8	94.2	94.6	94.4
CITYWIDE	Grade	3	94.1	94.5	94.5	94.8	94.7	95.1	94.5	94.9	94.8
CITYWIDE	Grade	4	94.4	94.8	95.0	95.0	94.8	95.3	94.8	95.2	95.1
CITYWIDE	Grade	5	94.1	94.5	94.8	95.0	94.7	95.0	94.7	95.1	95.1
CITYWIDE	Grade	6	93.9	94.1	94.2	94.6	94.6	94.8	94.5	94.7	94.8
CITYWIDE	Grade	7	93.4	93.5	93.7	93.9	93.8	94.3	93.9	94.4	94.6
CITYWIDE	Grade	8	92.0	92.6	92.6	93.0	93.2	93.6	93.7	93.5	93.8
CITYWIDE	Grade	9	84.1	85.5	86.3	86.0	85.3	85.1	83.7	80.0	82.3
CITYWIDE	Grade	10	85.8	87.0	86.4	86.3	86.0	85.9	84.3	78.0	79.8
CITYWIDE	Grade	11	86.3	87.5	87.4	87.4	87.0	86.9	84.8	78.8	80.9
CITYWIDE	Grade	12	85.6	86.8	86.7	86.4	86.1	86.1	84.4	78.6	80.1
CITYWIDE	Grade	K-6 Spec Ed	90.1	90.6	90.7	91.1	90.7	91.1	90.9	92.8	
CITYWIDE	Grade	1-6 Charters Only									94.5
CITYWIDE	Grade	7-8 Charters Only									94.4
LEARN CHRTTR BUTTLER	ALL			95.5	96.9	95.5	96.5	96.7	95.4	96.0	97.2
LEARN CHRTTR BUTTLER	Grade	Pre-K					94.4	95.1	94.5	95.2	
LEARN CHRTTR BUTTLER	Grade	K	94.9	97.3	97.3	94.7	95.8	96.3	90.7	95.3	
LEARN CHRTTR BUTTLER	Grade	1	96.8	96.4	96.4	95.5	95.8	97.1	95.9	95.2	
LEARN CHRTTR BUTTLER	Grade	2	97.4	97.1	97.1	94.1	97.3	97.2	96.7	96.8	
LEARN CHRTTR BUTTLER	Grade	3	94.3	98.4	98.4	98.4	96.1	96.6	95.7	95.1	
LEARN CHRTTR BUTTLER	Grade	4	95.3	96.7	96.7	97.2	97.5	97.3	96.6	97.0	
LEARN CHRTTR BUTTLER	Grade	5	94.7	96.7	96.7	93.1	98.1	96.1	94.1	96.4	
LEARN CHRTTR BUTTLER	Grade	6	94.3	96.7	96.7	94.1	96.8	96.8	96.0	95.7	
LEARN CHRTTR BUTTLER	Grade	7	96.7	96.5	96.5	98.5	95.8	95.7	97.1	97.8	
LEARN CHRTTR BUTTLER	Grade	8	96.0	96.9	96.9	96.1	98.2	96.6	97.7	95.8	
LEARN CHRTTR BUTTLER	Grade	1-6 Charters Only								97.1	
LEARN CHRTTR BUTTLER	Grade	7-8 Charters Only								98.5	
LEARN CHRTTR EXCEL	ALL									95.7	
LEARN CHRTTR EXCEL	Grade	K								95.3	
LEARN CHRTTR EXCEL	Grade	1-6 Charters Only								96.0	

Section 5, Attachment 1

SCHOOL NAME	MOBILITY RATE OVERTIME									
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
DISTRICT	26.6	25.2	24.8	24.5	24.4	24	26.8	22.4	23.3	18.8
LEARN CHRTR BUTLER	.	.	.	13	0.9	80.8	13	13.4	10.8	68.2

The Illinois State Board of Education defines mobility as:

Beginning with the first school day in October and continuing through the last day of the regular school year, the count of students who transfer-in and transfer-out of the school.

A transfer-in is each instance in which a student is added to the enrollment roster of the school.

A transfer-out is each instance in which a student is removed from the enrollment roster of the school for whatever reason.

The formula use to calculate the mobility is as follows: $(A+B)/C * 100 = \text{Mobility Rate}$

A. Transfers-In

B. Transfers_out

C. Average Daily Enrollment

Illinois State									
Student Demographics & Characteristics - Educational Environment							About this Report		
Year	LEP (%)	Low Income (%)	Parental Involvement (%)	Attendance (%)	Mobility (%)	Chronic Truants (N)	Chronic Truants (%)	HS Dropout Rate (%)	HS Graduation Rate (%)
1999	6.4	36.1	96.1	93.6	18.1	43,332	2.3	5.9	81.9
2000	6.1	36.7	97.2	93.9	17.5	45,109	2.4	5.8	82.6
2001	6.3	36.9	94.5	93.7	17.2	42,813	2.2	5.7	83.2
2002	6.7	37.5	95	94	16.5	39,225	2	5.1	85.2
2003	6.3	37.9	95.7	94	16.4	37,525	1.9	4.9	86
2004	6.7	39	96.3	94.2	16.8	40,764	2.1	4.6	86.6
2005	6.6	40	95.7	93.9	16.1	43,152	2.2	4	87.4
2006	6.6	40	96.6	94	16	44,836	2.2	3.5	87.8
2007	7.2	40.9	96.1	93.7	15.2	49,056	2.5	3.5	85.9
2008	7.5	41.1	96.8	93.3	14.9	49,858	2.5	4.1	86.5
2009	8	42.9	96.7	93.7	13.5	73,245	3.7	3.5	87.1

Section 5, Attachment 3

Chicago Public Schools ISAT Results			Reading					Math				
Group	Category Breakdown	Grade	% Meet / Exceed					% Meet / Exceed				
			2007	2008	2009	2010	2007	2008	2009	2010		
CPS	Overall	3rd thru 8th Grade Combined	60.9	63.5	64.6	65.3	68.6	69.1	72.1	75.1		
CPS	Race--Black	3rd thru 8th Grade Combined	52.0	58.5	59.4	60.4	58.2	60.2	63.9	67.5		
CPS	Free Lunch	3rd thru 8th Grade Combined	57.8	60.6	61.6	62.4	66.2	66.8	69.9	73.0		
CPS	Overall	3rd Grade	53.4	55.0	56.4	57.8	69.6	70.5	72.3	75.9		
CPS	Overall	4th Grade	56.7	58.0	58.8	59.1	72.6	70.8	75.1	76.3		
CPS	Overall	5th Grade	52.5	55.8	57.6	59.5	65.5	66.1	69.0	71.5		
CPS	Overall	6th Grade	59.5	67.3	68.3	70.3	67.1	69.4	71.0	74.3		
CPS	Overall	7th Grade	63.1	69.7	69.2	67.6	66.2	68.3	72.5	76.0		
CPS	Overall	8th Grade	77.9	75.0	77.6	78.1	71.3	69.3	72.9	76.4		

Chicago Public Schools ISAT Results			Reading					Math				
Group	Category Breakdown	Grade	% Exceed					% Exceed				
			2007	2008	2009	2010	2007	2008	2009	2010		
CPS	Overall	3rd thru 8th Grade Combined	10.3	11.9	12.7	13.7	14.0	14.3	15.7	17.6		
CPS	Race--Black	3rd thru 8th Grade Combined	5.9	8.1	8.6	9.4	7.7	8.3	9.4	11.0		
CPS	Free Lunch	3rd thru 8th Grade Combined	7.5	8.9	9.4	10.4	10.9	11.4	12.5	14.2		
CPS	Overall	3rd Grade	11.9	12.4	13.5	14.8	23.1	22.7	24.6	26.5		
CPS	Overall	4th Grade	13.1	14.4	15.1	16.6	14.8	12.4	14.0	15.4		
CPS	Overall	5th Grade	12.5	14.2	14.4	17.2	8.8	8.1	8.0	9.2		
CPS	Overall	6th Grade	10.0	14.7	15.6	15.4	10.1	11.9	13.6	14.4		
CPS	Overall	7th Grade	8.3	11.4	12.3	11.6	12.1	14.3	16.4	17.9		
CPS	Overall	8th Grade	7.2	4.7	5.1	6.4	16.2	15.5	16.6	21.5		

Section 5, Attachment 4

Chicago Public Schools ISAT Results			Science					Composite				
Group	Category Breakdown	Grade	% Meet / Exceed					% Meet / Exceed				
			2007	2008	2009	2010	2007	2008	2009	2010		
CPS	Overall	3rd thru 8th Grade Combined	60.4	59.7	61.8	65.3	64.1	65.4	67.5	69.5		
CPS	Race--Black	3rd thru 8th Grade Combined	48.6	51.2	52.6	56.8	54.2	58.2	60.4	63.0		
CPS	Free Lunch	3rd thru 8th Grade Combined	57.2	56.3	58.6	62.3	61.3	62.7	64.8	67.0		
CPS	Overall	3rd Grade					61.5	62.8	64.3	66.9		
CPS	Overall	4th Grade	57.4	56.0	58.9	60.1	62.3	61.6	64.3	65.2		
CPS	Overall	5th Grade					59.0	61.0	63.3	65.5		
CPS	Overall	6th Grade					63.3	68.3	69.7	72.3		
CPS	Overall	7th Grade	62.8	63.3	64.8	70.6	64.0	67.1	68.8	71.4		
CPS	Overall	8th Grade					74.6	72.2	75.2	77.3		

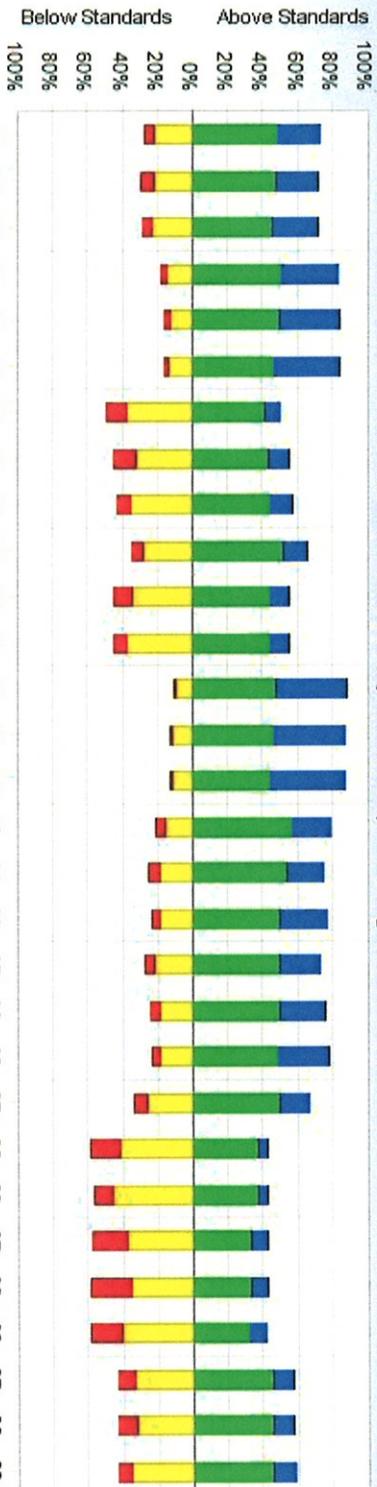
Chicago Public Schools ISAT Results			Science					Composite				
Group	Category Breakdown	Grade	% Exceed					% Exceed				
			2007	2008	2009	2010	2007	2008	2009	2010		
CPS	Overall	3rd thru 8th Grade Combined	7.1	7.6	7.9	8.9	11.4	12.3	13.3	14.7		
CPS	Race--Black	3rd thru 8th Grade Combined	2.7	3.3	3.7	4.5	6.2	7.5	8.3	9.4		
CPS	Free Lunch	3rd thru 8th Grade Combined	4.4	4.8	5.0	5.9	8.5	9.4	10.1	11.4		
CPS	Overall	3rd Grade					17.5	17.6	19.1	20.6		
CPS	Overall	4th Grade	5.7	6.6	6.9	7.9	11.2	11.1	12.0	13.3		
CPS	Overall	5th Grade					10.7	11.2	11.2	13.2		
CPS	Overall	6th Grade					10.1	13.3	14.6	14.9		
CPS	Overall	7th Grade	8.1	8.6	8.9	9.9	9.5	11.4	12.5	13.1		
CPS	Overall	8th Grade					11.7	10.1	10.9	13.9		

LEARN/ISAT Results			Reading					Math						
School Name	Grade		% Meet / Exceed					% Meet / Exceed						
			2007	2008	2009	2010	2007	2008	2009	2010	2007	2008	2009	2010
Romano Butler	3rd thru 8th Grade Combined		60.0	78.8	75.1	81.5	81.7	88.7	80.7	85.2				
Excel	3rd thru 8th Grade Combined		.	.	.	76.1	.	.	.	97.8				
Third Campus	3rd thru 8th Grade Combined		.	.	.	70.7	.	.	.	78.0				
Romano Butler	3rd Grade		51.6	85.7	74.5	67.4	82.8	92.9	83.0	76.1				
Romano Butler	4th Grade		57.1	71.9	75.4	81.8	80.4	94.7	82.0	89.4				
Romano Butler	5th Grade		54.5	66.7	71.2	73.7	68.2	75.6	86.5	87.5				
Romano Butler	6th Grade		91.7	85.7	68.3	98.0	100.0	85.7	68.3	95.9				
Romano Butler	7th Grade		66.7	92.3	89.5	80.0	91.7	92.3	73.7	74.3				
Romano Butler	8th Grade		85.7	100.0	92.3	100.0	78.6	90.9	92.3	77.8				
Excel	3rd Grade		.	.	.	76.1	.	.	.	97.8				
Third Campus	3rd Grade		.	.	.	70.7	.	.	.	78.0				
LEARN/ISAT Results			Reading					Math						
			% Exceed					% Exceed						
School Name	Grade		2007	2008	2009	2010	2007	2008	2009	2010	2007	2008	2009	2010
Romano Butler	3rd thru 8th Grade Combined		9.4	11.3	10.3	15.9	12.8	17.2	16.3	20.0				
Excel	3rd thru 8th Grade Combined		.	.	.	8.7	.	.	.	39.1				
Third Campus	3rd thru 8th Grade Combined		.	.	.	7.3	.	.	.	22.0				
Romano Butler	3rd Grade		9.4	10.7	12.8	17.4	21.9	32.1	38.3	30.4				
Romano Butler	4th Grade		5.4	10.5	9.8	25.8	8.9	7.0	4.9	33.3				
Romano Butler	5th Grade		13.6	4.4	9.6	14.0	0.0	2.2	7.7	1.8				
Romano Butler	6th Grade		25.0	28.6	7.3	10.2	16.7	23.8	7.3	14.3				
Romano Butler	7th Grade		8.3	23.1	21.1	11.4	16.7	38.5	42.1	17.1				
Romano Butler	8th Grade		7.1	0.0	0.0	5.6	0.0	18.2	15.4	22.2				
Excel	3rd Grade		.	.	.	8.7	.	.	.	39.1				
Third Campus	3rd Grade		.	.	.	7.3	.	.	.	22.0				

LEARN ISAT Results			Science					Composite				
School Name	Grade		2007	2008	2009	2010	2007	2008	2009	2010		
Romano Butler	3rd thru 8th Grade Combined		55.9	60.0	76.3	85.1	68.5	80.3	77.7	83.6		
Excel	3rd thru 8th Grade Combined									87.0		
Third Campus	3rd thru 8th Grade Combined									74.4		
Romano Butler	3rd Grade						67.2	89.3	78.7	71.7		
Romano Butler	4th Grade		48.2	54.4	73.8	84.8	61.9	73.7	77.0	85.4		
Romano Butler	5th Grade						61.4	71.1	78.8	80.5		
Romano Butler	6th Grade						95.8	85.7	68.3	96.9		
Romano Butler	7th Grade		91.7	84.6	84.2	85.7	83.3	89.7	82.5	80.0		
Romano Butler	8th Grade						82.1	95.5	92.3	88.9		
Excel	3rd Grade									87.0		
Third Campus	3rd Grade									74.4		
LEARN ISAT Results			Science					Composite				
			% Exceed					% Exceed				
School Name	Grade		2007	2008	2009	2010	2007	2008	2009	2010		
Romano Butler	3rd thru 8th Grade Combined		0.0	7.1	6.3	23.8	9.3	13.2	12.3	18.8		
Excel	3rd thru 8th Grade Combined									23.9		
Third Campus	3rd thru 8th Grade Combined									14.6		
Romano Butler	3rd Grade						15.6	21.4	25.5	23.9		
Romano Butler	4th Grade		0.0	1.8	3.3	27.3	4.8	6.4	6.0	28.8		
Romano Butler	5th Grade						6.8	3.3	8.7	8.0		
Romano Butler	6th Grade						20.8	26.2	7.3	12.2		
Romano Butler	7th Grade		0.0	30.8	15.8	17.1	8.3	30.8	26.3	15.2		
Romano Butler	8th Grade						3.6	9.1	7.7	13.9		
Excel	3rd Grade									23.9		
Third Campus	3rd Grade									14.6		

ISAT Test Scores

ILLINOIS
Grade 3 - ISAT Performance By AYP SubGroups - Reading 2007-09



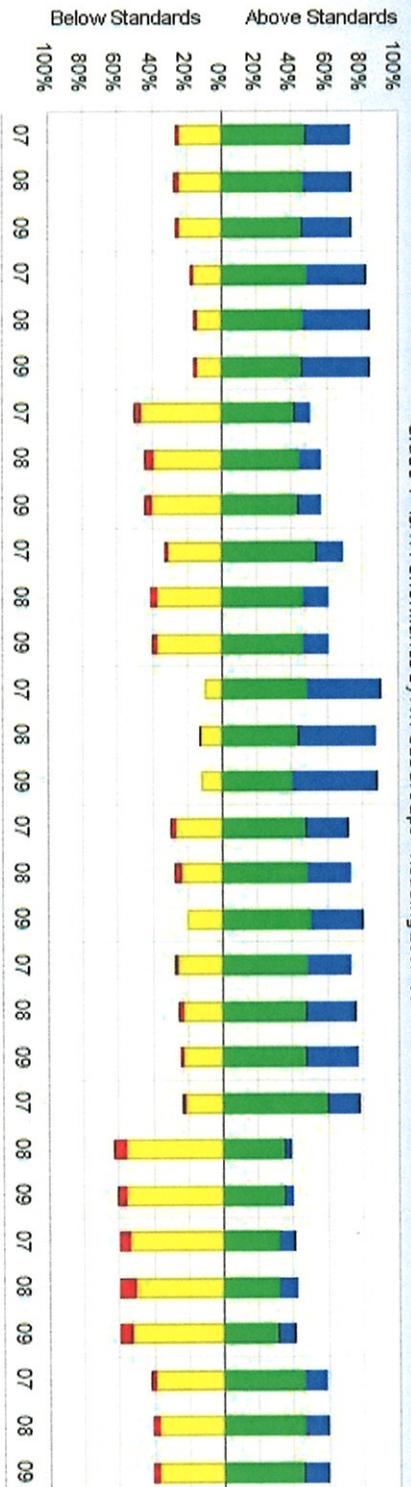
Percent of Students at Each Level

Subgroup	07	08	09	07	08	09	07	08	09	07	08	09																		
% Meets & Exceeds	73	72	72	82	84	84	51	55	57	66	55	55	90	87	88	79	76	77	73	75	77	67	43	43	43	43	42	57	57	58
% Exceeds	24	24	26	32	34	37	8	11	12	14	10	10	41	40	42	22	21	27	23	26	29	17	5	5	10	10	10	11	11	12
% Meets	49	48	46	51	50	47	42	44	45	52	45	45	48	47	45	57	54	50	50	49	50	50	38	38	33	33	32	46	46	46
% Below	22	22	23	15	13	14	37	32	35	28	34	37	9	11	11	16	19	19	22	19	19	26	42	46	37	35	41	33	32	35
% Warning	5	7	5	3	3	2	12	13	8	6	11	8	1	2	1	5	6	4	5	5	4	7	16	10	20	23	17	10	11	8

Number of Students Tested

Subgroup	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09
(N)	135,993	152,929	153,828	77,899	78,389	77,482	30,729	30,250	29,873	17,832	32,546	33,655	5,031	6,100	6,539	232	238	237	4,230	5,293	5,936	1,316	18,413	19,814	19,170	19,940	19,821	56,993	71,713	74,512

Section 5, Attachment 5



Percent of Students at Each Level

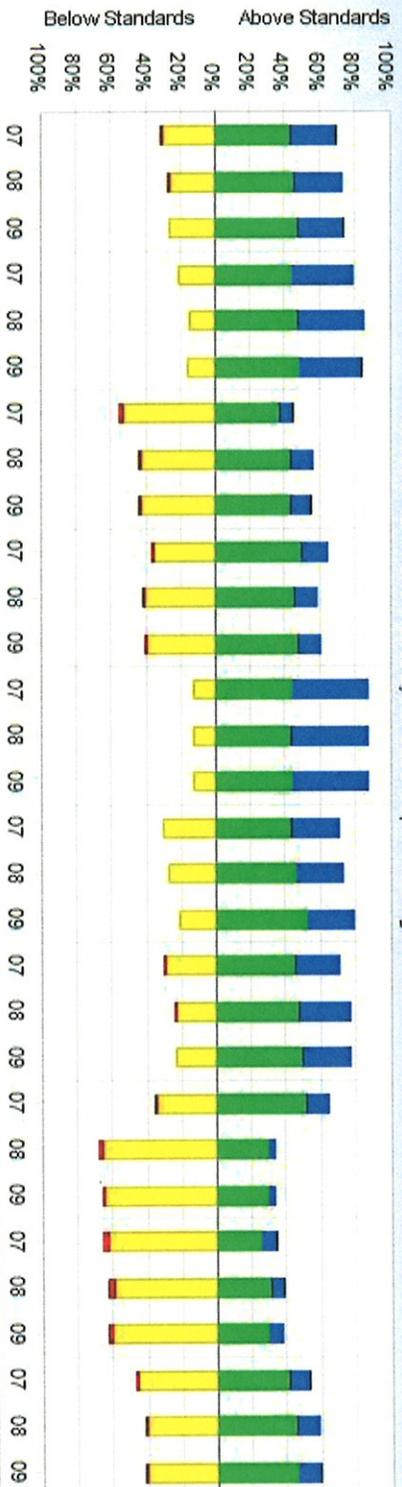
	All	White	Black	Hispanic	Asian	Native Am.	Multiracial	LEP	IEP	Low Inc.																				
% Meets & Exceeds	74	73	74	83	84	84	50	56	56	69	59	60	91	88	89	71	74	80	73	76	77	78	38	39	41	41	40	58	59	59
% Exceeds	25	27	28	33	37	38	8	11	12	15	13	13	42	44	48	24	24	29	24	28	29	18	4	5	9	10	10	11	12	13
% Meets	48	47	46	49	47	46	42	45	44	54	47	47	49	44	41	48	49	51	49	48	48	60	35	35	32	32	31	47	47	46
% Below	25	25	25	17	15	15	47	40	41	31	38	38	9	12	11	27	24	20	26	23	23	22	56	56	54	51	53	40	38	38
% Warning	1	2	1	1	1	1	3	4	3	1	3	2	0	1	0	2	3	0	1	2	1	1	6	4	5	8	6	2	3	3

Number of Students Tested

(N)	All	White	Black	Hispanic	Asian	Native Am.	Multiracial	LEP	IEP	Low Inc.																			
136,531	150,208	150,104	79,409	78,631	78,223	29,197	28,577	28,109	18,660	31,753	31,934	5,115	5,975	6,067	229	231	235	3,879	4,884	5,446	2,263	13,284	13,349	19,870	20,635	20,425	55,899	67,774	70,588

ILLINOIS

Grade 5 - ISAT Performance By AYP SubGroups - Reading 2007-09

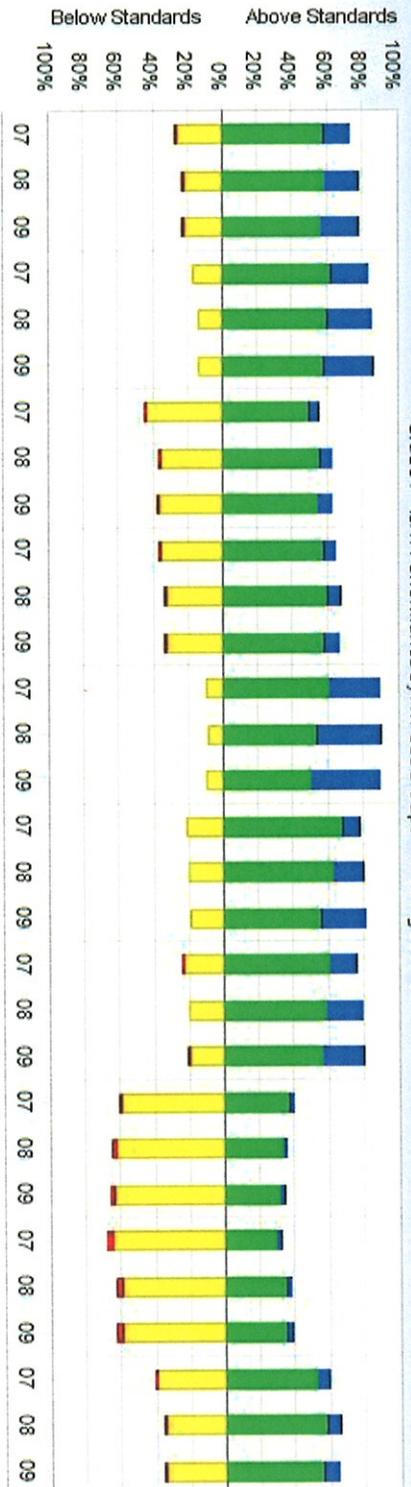


Percent of Students at Each Level

	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09		
% Meets & Exceeds	70	74	74	79	85	84	45	56	56	64	58	60	88	88	88	70	73	79	70	76	76	65	33	33	34	39	38	53	58	59								
% Exceeds	26	27	26	34	37	35	8	12	11	15	12	12	43	44	43	27	26	26	25	29	27	13	3	3	8	8	11	12	12									
% Meets	44	46	48	45	48	49	37	44	44	50	46	48	45	44	45	44	47	53	46	48	50	52	30	30	26	31	30	42	46	47								
% Below	30	26	26	21	15	16	53	43	43	35	41	40	12	12	12	30	27	21	29	23	23	34	66	65	62	59	60	46	41	41								
% Warning	1	1	0	0	0	0	2	1	1	1	1	1	0	0	0	0	0	0	1	1	0	1	2	1	4	3	2	1	1	1								

Number of Students Tested

(N)	142,122	150,959	150,528	80,994	80,336	78,792	30,025	28,773	28,380	21,873	30,965	31,842	5,305	6,011	6,108	223	234	210	3,662	4,437	5,128	4,442	11,292	10,467	20,230	20,544	20,506	59,258	67,136	69,248
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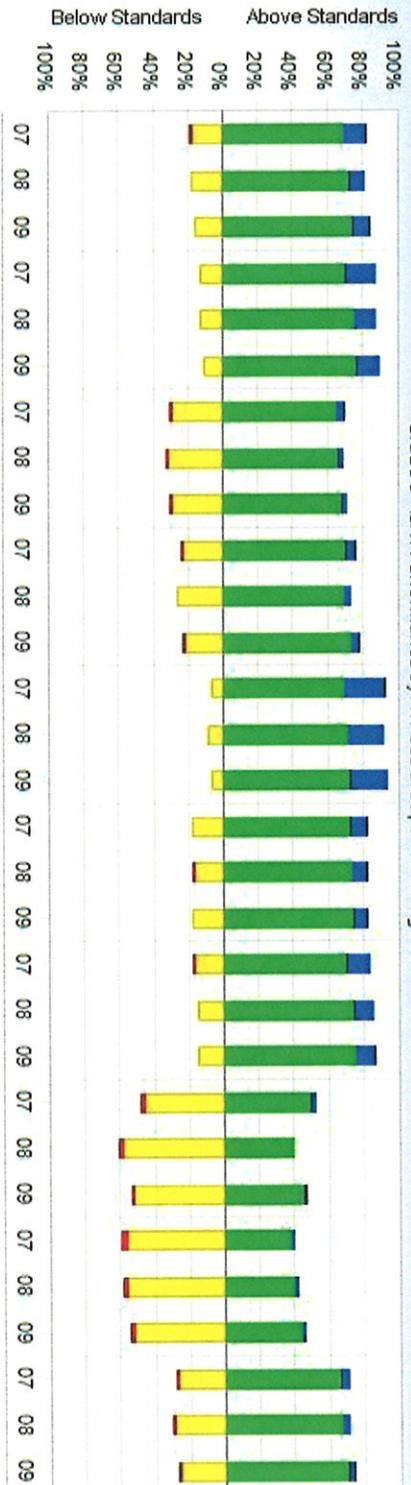


Percent of Students at Each Level

	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09				
% Meets & Exceeds	73	78	78	82	86	86	55	64	63	64	68	67	91	92	91	78	80	81	76	80	80	40	35	34	32	38	38	59	65	65										
% Exceeds	15	19	21	21	25	28	5	7	8	7	8	9	29	37	39	9	16	25	15	20	23	2	1	2	2	3	4	6	8	9										
% Meets	58	59	57	62	60	58	50	56	55	58	60	58	61	54	51	69	64	56	61	59	57	38	34	32	30	35	35	53	58	56										
% Below	26	22	22	17	14	14	44	35	36	35	32	32	9	8	9	21	20	19	23	20	20	59	63	64	65	59	59	40	34	34										
% Warning	1	1	1	0	0	0	1	1	1	1	1	1	0	0	0	0	0	0	1	0	1	1	2	2	3	3	3	1	1	1										

Number of Students Tested

(N)	155,341	156,773	152,716	85,911	84,979	81,930	33,565	30,859	29,487	26,993	30,825	30,586	5,382	5,846	6,037	246	246	241	3,186	3,876	4,308	4,813	7,089	7,239	22,100	20,706	20,176	65,555	66,889	67,187								

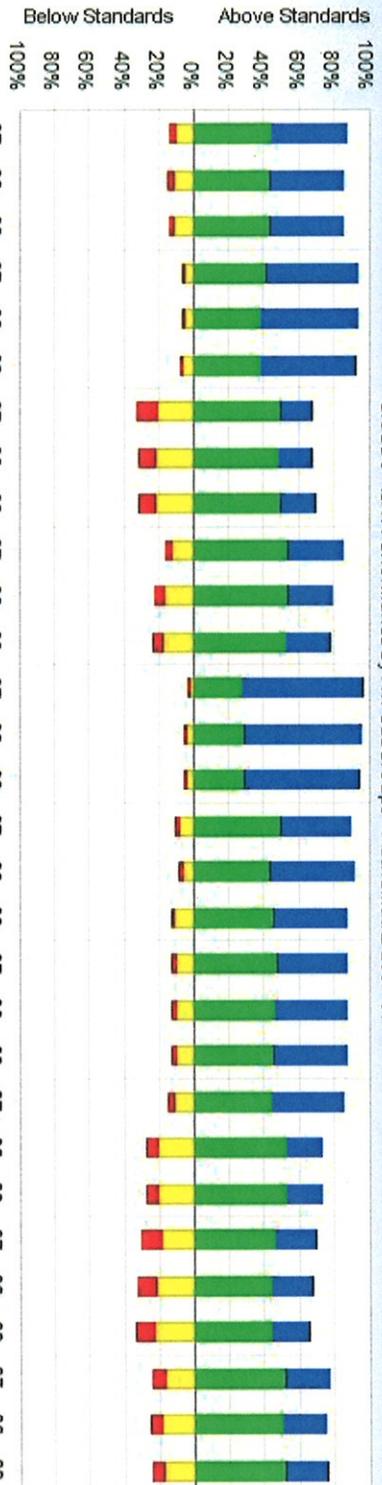


Percent of Students at Each Level

	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09					
% Meets & Exceeds	82	81	84	87	88	90	70	69	71	76	74	77	94	93	94	82	82	82	83	85	85	52	40	47	41	42	46	72	70	74											
% Exceeds	12	8	9	16	12	13	4	2	2	5	3	4	23	20	21	9	8	7	12	10	10	2	0	1	1	1	4	3	3												
% Meets	70	73	75	71	76	77	66	67	69	71	70	74	70	72	73	73	74	75	71	75	76	50	40	46	39	41	45	67	68	71											
% Below	18	18	16	13	12	10	29	31	29	23	26	22	6	8	6	18	17	18	17	15	15	46	58	52	56	56	27	29	26												
% Warning	1	0	0	0	0	0	1	1	1	1	0	1	0	0	0	0	1	0	1	0	0	2	2	1	3	2	2	1	1	1											
Number of Students Tested																																									
(N)	152,623	157,630	155,638	86,775	85,617	84,370	31,974	32,865	30,362	25,580	29,431	30,567	5,266	5,787	5,972	266	241	235	2,701	3,557	4,006	2,718	5,598	6,202	21,794	21,118	20,545	61,372	66,032	67,118											

ISAT Test Scores

ILLINOIS
Grade 3 - ISAT Performance By AYP Subgroups - Mathematics 2007-09



Percent of Students at Each Level

	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09
% Meets & Exceeds	87	85	85	94	94	93	68	68	70	85	78	78	97	96	96	91	92	88	87	88	88	88	88	88	85	73	73	70	68	66	76	75	76			
% Exceeds	42	41	41	52	55	54	18	19	20	31	25	25	69	67	66	40	48	42	40	41	42	42	42	40	20	20	23	23	21	25	24	24				
% Meets	45	44	44	42	39	39	50	49	50	54	54	53	28	29	29	50	44	46	48	47	46	46	46	48	47	46	47	45	45	52	51	52				
% Below	10	11	11	5	5	6	21	22	22	12	17	18	2	4	4	8	6	11	10	10	10	10	10	11	21	21	19	22	23	17	19	18				
% Warning	4	4	3	1	1	1	11	9	9	4	5	5	1	1	1	2	2	1	3	2	2	2	2	4	6	6	11	10	10	7	6	6				

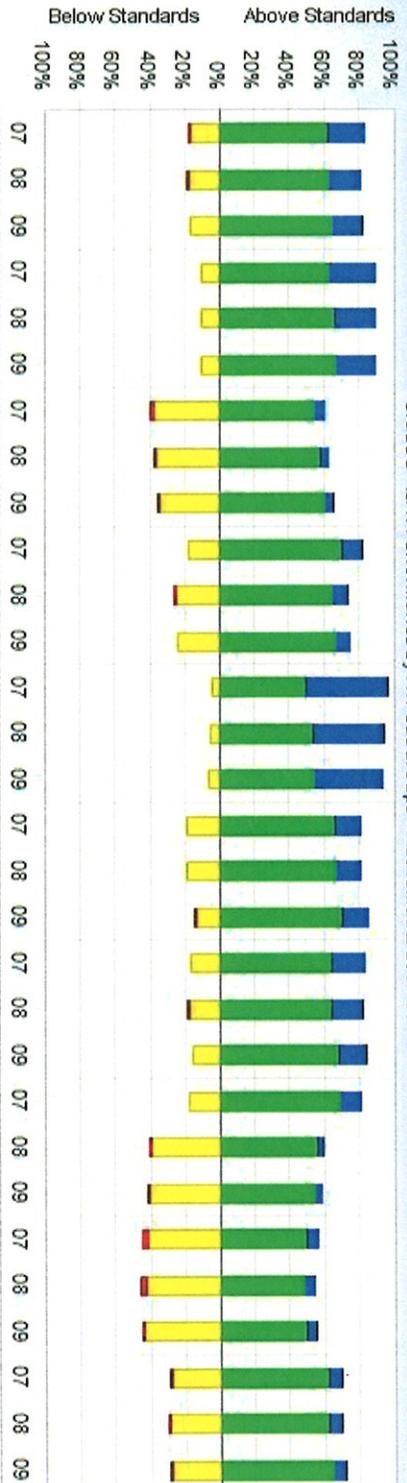
Number of Students Tested

(N)	135,959	153,376	154,226	77,882	78,398	77,515	30,720	30,255	29,846	17,830	32,873	33,944	5,030	6,207	6,655	231	237	239	4,226	5,294	5,925	1,314	18,933	20,294	19,187	19,922	19,805	56,973	72,105	74,825					
All																																			
White																																			
Black																																			
Hispanic																																			
Asian																																			
Native Am.																																			
Multiracial																																			
LEP																																			
IEP																																			
Low Inc.																																			

Section 5, Attachment 6

ILLINOIS

Grade 5 - ISAT Performance by AYP Subgroups - Mathematics 2007-09



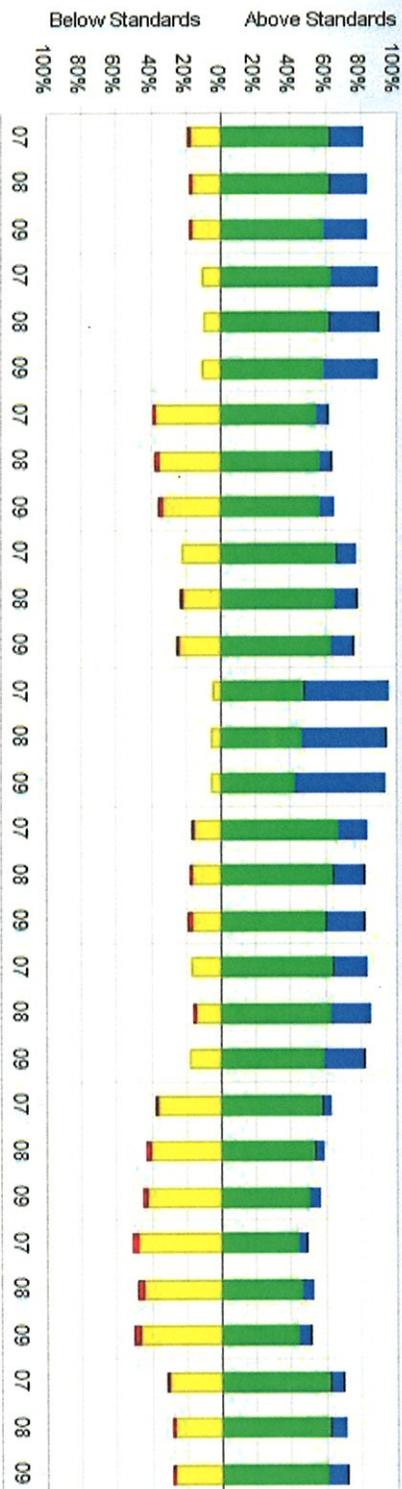
Percent of Students at Each Level

	2007	2008	2009
% Meets & Exceeds	83	81	83
% Exceeds	20	17	16
% Meets	63	64	66
% Below	17	18	17
% Warning	1	1	0

Number of Students Tested

(N)	2007	2008	2009
All	142,091	151,312	150,888
White	80,999	80,330	78,872
Black	29,999	28,797	28,363
Hispanic	21,861	31,191	32,032
Asian	5,305	6,124	6,214
Native Am.	223	235	211
Multiracial	3,664	4,433	5,127
LEP	4,434	11,713	10,869
IEP	20,254	20,539	20,493
Low Inc.	59,245	67,443	69,535

Grade 6 - ISAT Performance By AYP SubGroups - Mathematics 2007-09



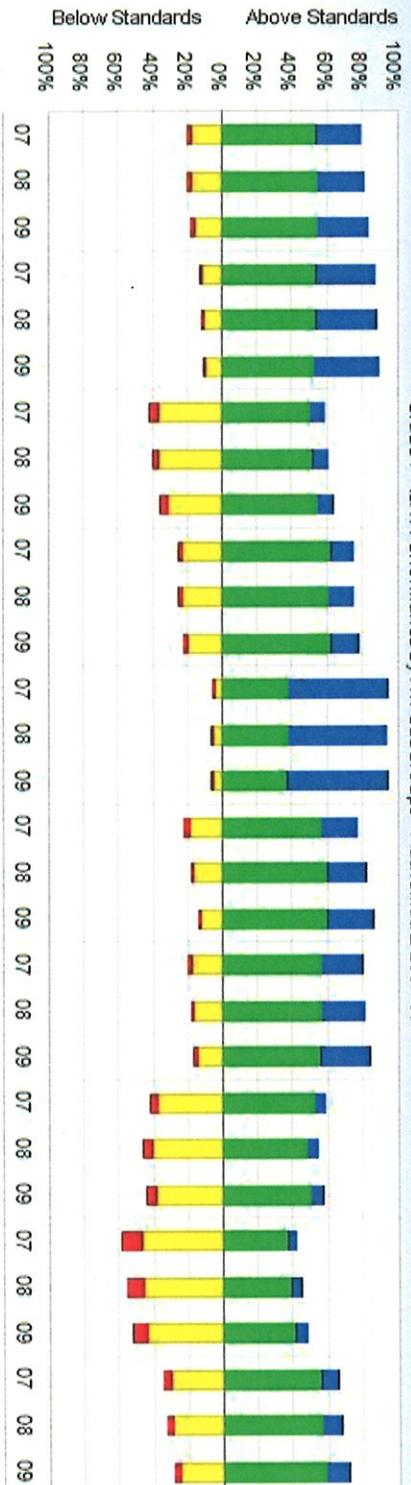
Percent of Students at Each Level

	All	White	Black	Hispanic	Asian	Native Am.	Multiracial	LEP	IEP	Low Inc.																				
% Meets & Exceeds	81	83	82	90	91	90	61	64	65	77	77	76	96	95	95	83	82	82	83	85	82	63	58	56	49	52	51	70	72	72
% Exceeds	19	21	24	26	28	31	6	7	8	10	12	12	48	48	51	15	17	22	18	21	23	5	4	5	4	5	6	8	9	11
% Meets	62	62	59	64	63	59	55	57	57	67	66	64	48	47	43	68	65	60	65	64	59	58	54	51	45	47	45	62	62	61
% Below	18	17	17	10	9	10	38	35	33	22	22	24	4	5	5	16	17	17	17	15	18	36	41	43	48	45	47	30	27	27
% Warning	1	1	1	0	0	0	1	2	2	0	1	1	0	0	0	1	1	2	0	1	0	1	2	2	3	3	3	1	1	1
(N)	153,243	154,205	152,365	84,480	81,935	80,524	32,040	30,500	29,276	27,536	31,153	31,382	5,388	6,023	6,255	261	237	227	3,486	4,190	4,634	6,669	9,263	9,049	21,281	20,405	20,309	65,803	67,967	69,373

Number of Students Tested

ILLINOIS

Grade 7 - ISAT Performance By AYP SubGroups - Mathematics 2007-09



Percent of Students at Each Level

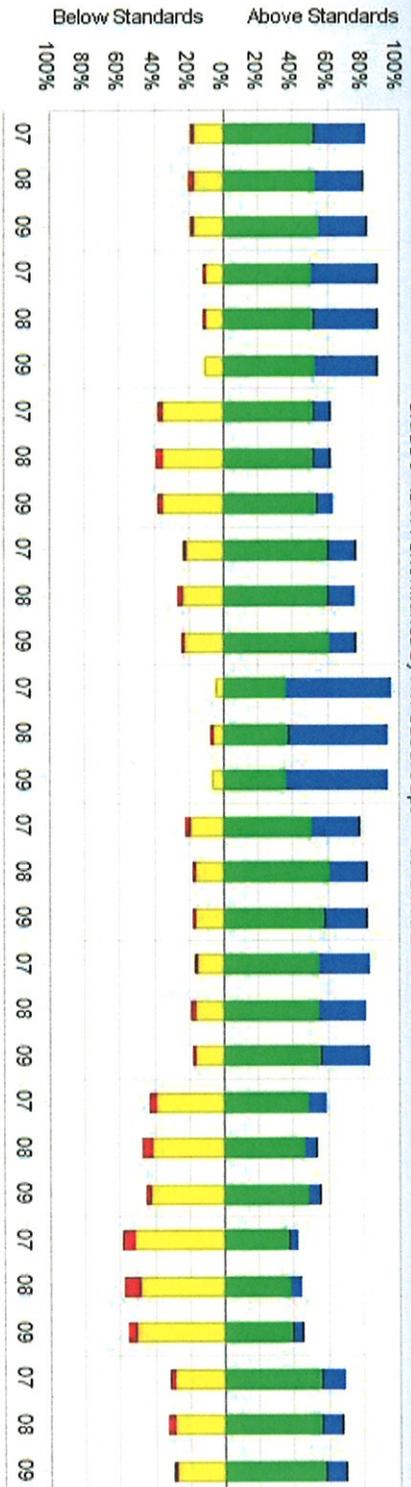
	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09			
% Meets & Exceeds	79	80	83	88	89	90	58	60	65	75	75	78	95	94	95	78	82	86	80	82	83	58	54	57	42	45	48	67	68	72									
% Exceeds	25	26	28	34	35	37	7	8	9	13	14	16	56	55	57	20	22	26	23	24	28	5	5	6	5	5	6	10	11	13									
% Meets	54	55	55	54	54	53	51	52	55	62	61	62	39	39	38	57	60	60	57	57	56	53	49	51	37	40	42	56	57	59									
% Below	18	18	16	11	10	9	36	36	31	23	23	20	4	5	5	19	17	13	18	17	15	37	41	39	47	46	44	30	29	25									
% Warning	2	2	2	1	1	1	6	4	4	2	2	2	1	1	1	3	1	1	2	1	2	5	5	5	11	9	8	4	3	3									

Number of Students Tested

(N)	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09		
155,062	157,116	153,022	85,728	85,013	81,974	33,513	30,808	29,464	26,966	31,066	30,767	5,368	5,963	6,146	246	250	242	3,182	3,876	4,303	4,812	7,526	7,642	22,045	20,701	20,174	65,467	67,129	67,438									

ILLINOIS

Grade 8 - ISAT Performance by AYP Subgroups - Mathematics 2007-09



Percent of Students at Each Level

	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09						
% Meets & Exceeds	81	80	82	89	89	89	62	61	64	77	75	76	96	94	94	79	82	82	83	81	83	57	53	54	42	43	45	69	68	71	69	68	71	69	68	71	69	68	71	69	68	71			
% Exceeds	29	27	27	38	37	36	9	9	9	16	15	15	60	57	58	27	21	24	28	26	27	9	6	6	5	5	5	13	12	12	13	12	12	13	12	12	13	12	12	13	12	12			
% Meets	52	53	55	51	52	53	52	52	54	60	60	61	36	37	36	51	61	58	55	55	56	49	47	49	37	39	40	56	56	58	56	56	58	56	56	58	56	56	58	56	56	58	56	56	58
% Below	18	18	18	10	10	10	35	35	35	22	24	23	4	6	6	20	17	17	16	17	17	40	42	43	52	49	51	29	29	28	29	29	28	29	29	28	29	29	28	29	29	28	29	29	28
% Warning	1	2	1	1	1	0	3	4	2	1	2	1	0	1	0	2	1	1	1	2	1	3	5	2	6	8	4	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	

Number of Students Tested

(N)	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09	07	08	09		
152,414	158,015	155,968	86,679	85,687	84,416	31,906	32,817	30,334	25,542	29,688	30,738	5,263	5,888	6,102	266	242	235	2,698	3,558	4,017	2,712	6,045	6,570	21,742	21,096	20,523	61,235	66,306	67,368	61,235	66,306	67,368	61,235	66,306	67,368	61,235	66,306	67,368	61,235	66,306	67,368	61,235	66,306	67,368

Project Narrative

Section 6 - Other Attachments: Supplemental Organizational Budgets and Financial Information

Attachment 1:

Title: **Section 6 LEARN Supplemental financial information** Pages: 17 Uploaded File: **K:\Foundations\Proposals 10-11\DOE\LEARN Audited Financial Statements.pdf**

There was a problem with the PDF file uploaded and the PDF service could not recognize all of the pages. Therefore, this compiled PDF of the application is not complete.

You must open up this component of the application separately in e-Application or G5 to view or print the file.

Project Narrative

Section 7 - Other Attachments: Additional Information

Attachment 1:

Title: **Section 7 LEARN Additional Information** Pages: **16** Uploaded File: **K:\Foundations\Proposals 10-11\DOE\Section 7 Additional information.pdf**

Section 7: Other Attachments

Additional Information

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Additional Information

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1132 South Homan Avenue
 Grades PreK–8
 T) 773.826.6330

Opened fall 2001
 Term of charter: 2006–2011

L.E.A.R.N. CHARTER SCHOOL

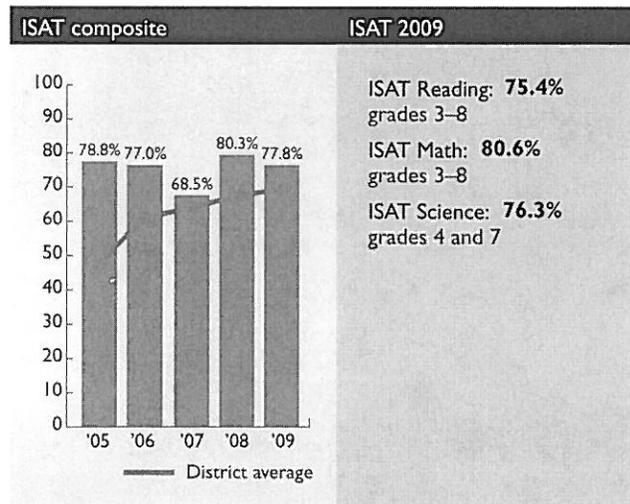
L.E.A.R.N. Charter School is a network of high-performing, college-preparatory elementary schools that provide students with the academic foundation and ambition to earn a college degree. L.E.A.R.N. offers a rigorous academic program, small class sizes, and highly differentiated instruction to meet the unique needs of every student. As a result, L.E.A.R.N. graduates attend Chicago's most selective private and public high schools. The school also provides intensive support services to meet the emotional and social development needs of its students. L.E.A.R.N. Charter School is guided by five core principles: high expectations, a safe and nurturing environment, mutual respect, the development of the whole child, and active family involvement.

School Information

2008–2009 Enrollment		588
Student/teacher ratio Elementary school	11/1	District average 23.5/1
Student ethnicity		
African American	99.0%	46.2%
Hispanic	1.0%	41.2%
White	0.0%	8.9%
Asian/Pacific Islander	0.0%	3.5%
Other	0.0%	0.2%
Other demographics		
Low-income rate	95.0%	83.4%
Limited English proficiency	0.5%	14.0%
Special education	1.6%	12.2%
Percentage of students from neighborhood		67.6% N/A

ISAT Student Performance Over Time

Percentage of students meeting and/or exceeding state standards.



Operations

Indicator	Performance	Rating
Balanced Budget	17% Surplus FY09; Balanced FY10	High ●
Financial Practices	Obligations current, no material weaknesses found involving internal controls over financial reporting	High ●
Compliance	No findings	High ●

Absolute and Relative Student Performance

Indicator	Performance	Absolute Rating [*]	Relative Performance
Elementary School			■ L.E.A.R.N. ■ Comparison school average Number of indicators school performed as well as or better than comparison school average: 3 of 4
ISAT composite — percentage of students meeting/exceeding state standards	77.8%	High ●	L.E.A.R.N.: 77.8% Comparison school average: 54.4% Difference: 23.4%
ISAT composite — change from prior year	-2.5%	Low ●	L.E.A.R.N.: -2.5% Comparison school average: 2.7% Difference: -5.2%
Student attendance	96.7%	High ●	L.E.A.R.N.: 96.7% Comparison school average: 92.2% Difference: 4.5%
Transfer-out rate	5.2%	Middle ○	L.E.A.R.N.: 5.2% Comparison school average: 15.9% Difference: 10.7%
Adequate Yearly Progress	Met AYP target	High ●	N/A

^{*}Ratings relate to Accountability version C. See Appendix II for details.

L.E.A.R.N. CHARTER SCHOOL — EXCEL CAMPUS

2401 West Congress Parkway
Grades K-2
T) 312.243.7001

Opened fall 2008
Term of charter: 2006-2011

L.E.A.R.N. Charter School — Excel campus is a college-preparatory elementary school that believes the ambition and academic foundation for college must be sown and cultivated early in a child's academic career. L.E.A.R.N. Excel prepares its students to be self-reliant, contributing citizens of tomorrow in a nurturing environment today. The school's curriculum is framed within the Core Knowledge Program to infuse cultural and practical themes into learning, and a small class size and extended day ensure academic growth. Guided by five core values — expectations of high achievement, mutual respect, a safe and nurturing environment, active family participation, and the positive development of the whole child — L.E.A.R.N. Excel scholars succeed in resource-rich classrooms taught by highly skilled instructors.

School Information

2008-2009 Enrollment	146	
Student/teacher ratio	11/1	District average 23.5/1
Elementary school		
Student ethnicity		
African American	99.3%	46.2%
Hispanic	0.7%	41.2%
White	0.0%	8.9%
Asian/Pacific Islander	0.0%	3.5%
Other	0.0%	0.2%
Other demographics		
Low-income rate	97.3%	83.4%
Limited English proficiency	0.7%	14.0%
Special education	0.7%	12.2%
Percentage of students from neighborhood	56.2%	N/A

Absolute and Relative Student Performance

Indicator	Performance	Absolute Rating*	Relative Performance
Elementary School			<p>Number of indicators school performed as well as or better than comparison school average: 2 of 2</p>
Student attendance	95.7%	High ●	<p>Difference 3.5%</p>
Transfer-out rate	8.2%	Middle ○	<p>Difference 6.7%</p>

*Ratings relate to Accountability version C. See Appendix II for details.

L.E.A.R.N. CHARTER SCHOOL — ROMANO BUTLER CAMPUS

L.E.A.R.N. Charter School — Romano Butler is a college-preparatory elementary school that believes the ambition and academic foundation for college must be sown and cultivated early in a child's academic career. The school offers the right combination of an accelerated curriculum, high parent and teacher expectations, and social exposure that propels its students into college-preparatory high schools and universities. The longer school day and calendar, small class size, and low student-to-teacher ratio create a very intimate, resource-rich environment in which students receive a high level of attention and support to meet individual academic needs. L.E.A.R.N. Romano Butler's educational program is guided by five core values: expectations of high achievement, mutual respect, the development of a safe and nurturing environment, active family participation, and the positive development of the whole child.

1132 South Homan Avenue
Grades PreK–8
T) 773.826.6330

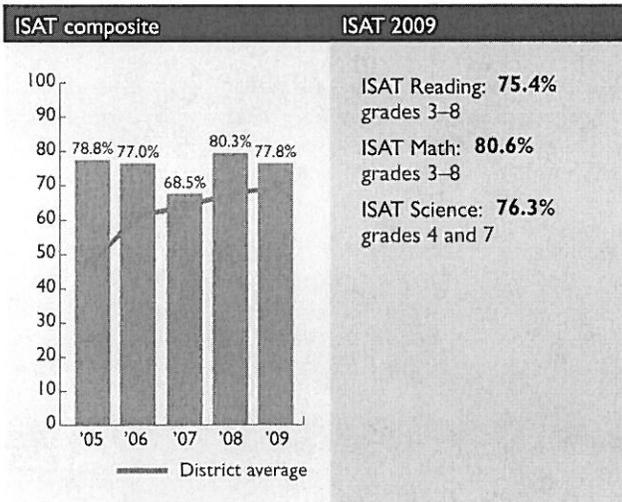
Opened fall 2001
Term of charter: 2006–2011

School Information

2008–2009 Enrollment		394
Student/teacher ratio	Elementary school	11/1
	District average	23.5/1
Student ethnicity		
African American	99.2%	46.2%
Hispanic	0.3%	41.2%
White	0.5%	8.9%
Asian/Pacific Islander	0.0%	3.5%
Other	0.0%	0.2%
Other demographics		
Low-income rate	93.4%	83.4%
Limited English proficiency	0.3%	14.0%
Special education	2.6%	12.2%
Percentage of students from neighborhood	78.9%	N/A

ISAT Student Performance Over Time

Percentage of students meeting and/or exceeding state standards.



Absolute and Relative Student Performance

Indicator	Performance	Absolute Rating*	Relative Performance
Elementary School			■ L.E.A.R.N. ■ Comparison school average Number of indicators school performed as well as or better than comparison school average: 3 of 4
ISAT composite — percentage of students meeting/exceeding state standards	77.8%	High ●	Difference 23.4%
ISAT composite — change from prior year	-2.5%	Low ●	Difference -5.2%
Student attendance	97.2%	High ●	Difference 5.0%
Transfer-out rate	4.1%	High ●	Difference 12.2%

*Ratings relate to Accountability version C. See Appendix II for details.

LEARN'S LOGIC MODEL



PROGRAM INVESTMENTS

- Teacher Apprentice Coach
- Teacher Apprentices
- Director of Human Resources
- Recruitment Manager
- Human Resources Associate
- Direct of Student Support Services
- Social Workers
- Equipment
- Educational Materials & Supplies

Activities

- Implement System of Learning
- Implement Teacher Apprentice program
- New staff outreach and recruitment
- New classroom furniture, equipment, supplies
- Deliver student support services

Participation

127 existing LEARN staff
 54 new resident teachers
 1,350 new students
 6 student support services staff
 3 human resources personnel

Short Term: Year 1

375 additional low-income students served
 15 new resident teacher staff
 Established formalized teacher training program

Intermediate: Year 2

825 cumulative total additional low-income students served
 33 cumulative new resident teacher staff
 13 new teacher-ready staff (90% of resident teachers from previous year)

Long Term: Year 3

- 90% graduates enrolled in college prep HS
- Increase # of students exceed state standards (ISAT)
- 5% increase in average national percentile ranking (MAP)
- 1,350 cumulative total additional low-income students served
- 54 cumulative new resident teacher staff
- 49 retained and promoted classroom teachers

Project Objectives: increase number of highly educated students by expanding two existing newer schools and establishing two new schools and increasing number of well trained teaching staff

Process Measures: program management plan, policies and procedures, and tracking mechanisms

Outcome Measures: 1,350 new students served; 90% graduates accepted into college prep HS; 90% proficient on ISAT; annual 5 point growth in MAP percentile rank, 54 new Apprentices; 49 of which are retained and promoted.

PURPOSE

The purpose of the Apprentice Teacher position is to provide a training ground for smart, passionate educators who are inexperienced and in the beginning of their career. The overall goal of the Teacher Apprentice Program is to expand existing LEARN schools and establish two new schools by increasing the number of highly educated students and well-trained teaching staff.

ESSENTIAL JOB FUNCTIONS

- **Demonstrates understanding of the instructional program by applying** instructional techniques applicable to curriculum and best practices
- **Exhibits the skills required to successfully execute tasks**
 - a. Possesses sufficient ability to monitor students and control behavior of students
 - b. Understands and carries out oral and written instructions
 - c. Utilizes materials, technology, etc. effectively to enhance instruction
 - d. Demonstrates time management skills
 - e. Provides for active student engagement through management of lessons
 - f. Posses the ability to adapt to different tasks as needed
- **Demonstrates a working knowledge of child development**
 - g. Helps promote students' independence, social skills and self-esteem
 - h. Effectively communicates with children to promote student understanding
- **Supports classroom management plan and behavior of students**
 - i. Monitors students' behavior and assists in establishing expectations for behavior in accordance to school-wide/ classroom discipline plan
 - j. Effectively monitors children outside of classroom (e.g. recess, lunchroom, etc.) and while instructor is occupied
 - k. Intervenes appropriately to prevent student disruption of the education process
 - l. Interacts with students in a supportive way reflecting reciprocal respect

INSTRUCTIONAL SUPPORT

- **Communicates performance expectations to students**
 - a. Assists in establishing expectations for behavior and academics in accordance with school-wide and classroom expectations
- **Consistently follows through with identified instructional roles & obligations in classroom (TBD by Advanced Teacher and Apprentice Teacher)**
 - a. Assists instructor in conducting instructional activities
 - b. Applies instructional techniques applicable to curriculum area/ specific students (e.g. small group instruction)
 - c. Advises and informs instructor of student academic performance as applicable
 - d. Strategies implemented demonstrate an understanding of LEARN's expectations and best practices

- **Effectively plans and executes whole/ small group instruction**
 - a. Works with the instructor to plan classroom instruction
 - b. Utilizes appropriate student assessments to effectively inform differentiated instruction (e.g. utilizes anecdotal -Pensieve)
 - c. Able to identify students' academic needs and effectively address them
 - d. Planned goals, actual instruction and assessment practices are consistently aligned and reflect an awareness of recommended practice
 - e. Instructional strategies implemented demonstrate an understanding of LEARN's expectations and best practices (e.g. professional development goals)
 - f. Effectively provides instructions to students (whole and small groups, one-on-one)
- **Assists in the organization of classroom environment**

PROFESSIONALISM

- **Effectively performs job-related tasks**
- **Works with a minimum of supervision**
- **Promotes and maintains positive relationships with staff**
- **Demonstrates effective communication skills**
 - a. Uses communication skills to promote relations with students, staff and parents
 - b. Understands and carries out oral and written instruction
 - c. Effectively communicates with students to promote student understanding
- **Uses a variety of problem solving techniques**
- **Contributes positively toward the accomplishment of school and classroom goals**
 - a. Demonstrates teamwork
 - b. Participates as requested or assigned in staff meetings
 - c. Monitors students while instructor is occupied
 - d. Cooperates with all staff members
- **Consistently reflects on own teaching in order to monitor and make adjustments for next time**
- **Consistently enforces LEARN policies and expectations**
 - a. Observes designated work hours
 - b. Complies with regulations of employee conduct
 - c. Demonstrates knowledge of rules and regulations on discipline, procedures, curriculum, etc.
- **Actively participates during professional development opportunities in a meaningful way**
- **Collaborates with colleagues and seeks out resources in order to grow professionally**
- **Works in a collegial and collaborative manner with school personnel**
- **Meets attendance standards and is consistently punctual**
- Performing other duties and task as assigned

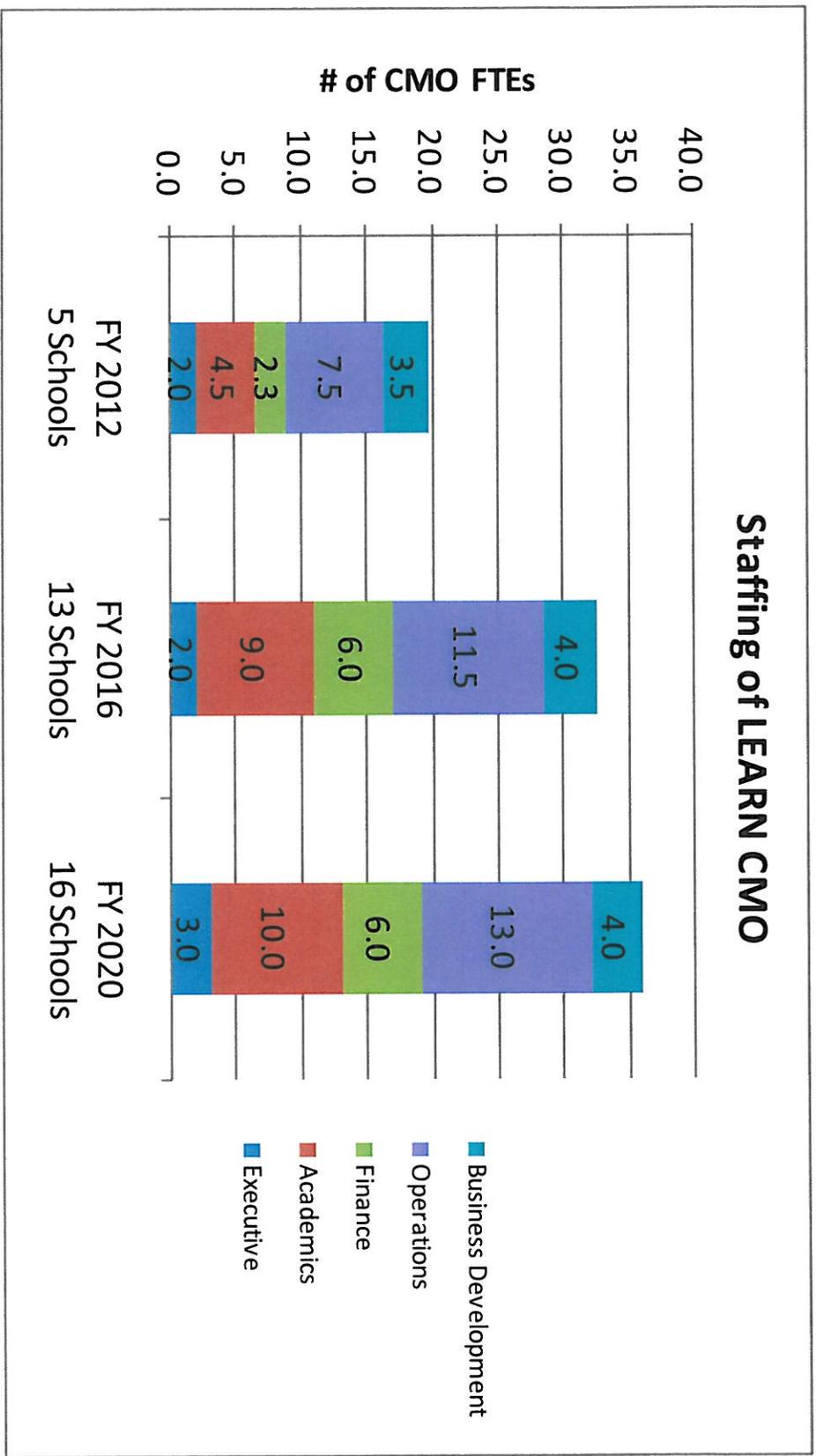
REQUIRED QUALIFICATIONS

- Bachelor of Arts
- Certification
- Considered Highly Qualified under the NCLB
- Experience working with children

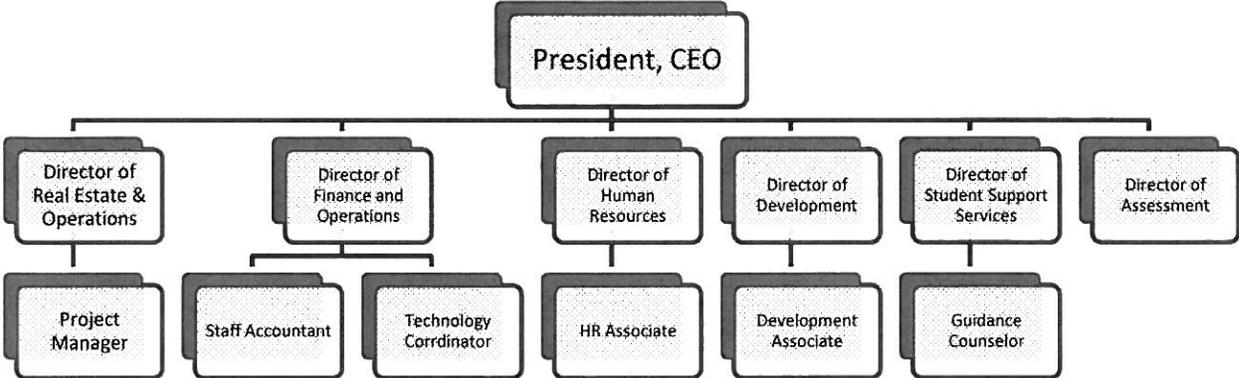
Knowledge, Skills, Abilities and Personal Characteristics

1. Experience with Microsoft Office applications, databases, and intranet and internet usage.
2. Strong written and verbal skills
3. Professional demeanor
4. Ability to express self effectively and concisely, both orally and in writing.
5. Experience in development and implementation procedures.
6. Ability to prioritize and manage multiple projects, adhering to strict timelines.
7. Detail oriented and highly organized.
8. Comfortable interacting with internal and external customers
9. Ability to defuse situation and get other organized to meet project expectations
10. High degree of initiative and independent judgment.
11. Ability to tactfully and effectively deal with public and staff in a personable and professional manner.
12. Maintains a high level of energy and a consistent positive attitude.

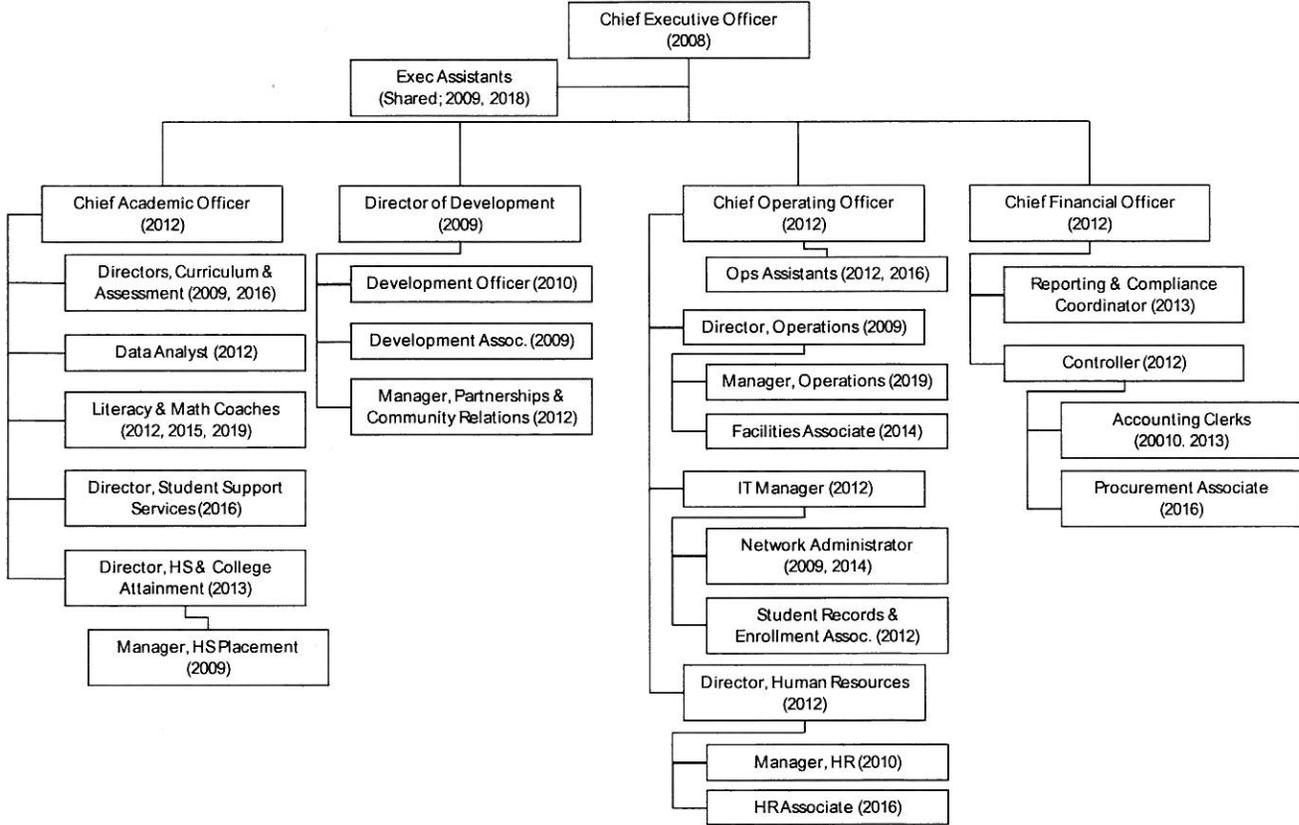
CMO Staffing and Timing



Current LEARN CMO Structure (2010)



LEARN CMO Structure at Maturity



LEARN Charter School Network Board Biographies

Loren Beadle – CEO, Island Sport, LLC

Loren is the founder of Tara Business Ventures, a venture fund based in Chicago, Illinois. He is also the owner and CEO of Island Sport, LLC, a retailer based near Charleston, South Carolina. A former partner at Accenture, a \$30+ billion global consulting and technology company. Loren led a distinguished 23 year career at Accenture and led the company's Midwest retail consulting practice, with over 800 employees, and \$100+ million in annual revenues. Loren holds a B.S. degree in Systems Analysis from Miami University. In addition to his activities for LEARN, Loren actively participates in a number of educational and charitable organizations in and around Chicago. He is also currently helping to lead a \$500 million capital campaign for his alma mater, Miami University.

Elbert O. Robinson Jr. (Robbie) – Principal, BDT Capital Partners

Robinson brings expertise in investment banking and real estate capital markets to LEARN's Board in his capacity as Vice Chair of the Board. Prior to his current work with BDT Capital partners, he served as Vice President of Investment Banking Services at Goldman Sachs within its Investment Banking Division. Robinson also worked in the real estate department of Wachovia Securities. Throughout his career, Robinson has been responsible for both managing and developing customer relationships and originating potential transactions. He graduated summa cum laude, with a Bachelor of Arts in Political Science from Morehouse College.

Adrienne Pitts – Partner, Sidley Austin LLP

A Vice Chair of the LEARN Charter School Board of Directors, Pitts brings with her, many years of legal experience at Sidney Austin LLP, as well as her involvement in and around Chicago's low income and middle income communities. Her involvement outside her law firm is exemplified by her service as a member of the Board of Directors for the Chicago Urban League, the Chicago Committee on Minorities in Large Law Firms and High Jump. Pitts received her Bachelors of Arts from the University of Pennsylvania and graduated with honors from Boston University School of Law.

Janice Lucchesi- Vice President of Tax, North American Businesses, Akzo Nobel Inc

Treasurer of LEARN's Board of Directors, Lucchesi has over 25 years of experience in tax, including 12 years in public accounting and her current position with Akzo Nobel Inc. She is a member of the Executive Committee of the International Fiscal Association, Board of Chicago Finance Exchange, The Tax Council, Illinois CPA Society and on the Advisory Board of the George Washington University/IRS Annual International Institute on International Taxation. Lucchesi holds a Bachelors degree from Rice University and earned a Masters in Management from Northwestern University's Kellogg Graduate School of Management.

Margaret V. Romano – Life Trustee, LEARN Charter School Board

Romano has been instrumental in the development and transformation of LEARN Charter Elementary School from its initial stages. She has experience teaching in the Chicago Public School system and has familiarized herself with the LEARN philosophy by volunteering at the Lawndale Community School, and what is now LEARN Charter School for 25 years. She has served on the LEARN board for over 20 years and was honored as a Life Trustee on the LEARN Charter School board in 2003. Romano earned her Bachelors Degree in Education from the Chicago Teachers College.

Chuck Campbell – Partner, The Everest Consulting Group

Campbell has over 30 years of financial and management consulting experience throughout the private sector. He began his finance career at Arthur Andersen & Co. and soon thereafter became Sr. Vice President and Chief Financial Officer of Kitchens for Sarah Lee of Sara Lee Corp. Campbell has held several upper management positions throughout his career, demonstrating both his diversified skill set and in-depth knowledge across an assortment of industries. He currently is a Partner in strategic management consulting for The Everest Group. Campbell graduated from Stanford University with a Bachelors degree in Economics and earned a Masters degree in Business Administration from the University of Chicago Graduate School of Business.

Leslie J. Anderson - Senior Vice President/District Market Manager, Harris Bank Leslie comes to LEARN's Board with 18 years of banking experience and expertise. She is currently with Harris Bank where she is responsible for the growth and development of the Chicago Market Business District, which consists of businesses with revenues up to \$50 million. She began her career in banking at NBD Bank Chicago where she completed a formal credit training program, spent two years as an internal auditor and served as a lender in their Asset Based lending group. For the past six years, Leslie spent her time with Fifth Third Bank as Vice President/Team Leader responsible for developing their Chicago Middle Market Banking group and establishing the bank's Middle Market Healthcare team. Leslie holds a B.S. in Finance from Hampton University (Hampton, VA) and an MBA from Northwestern University's Kellogg Graduate School of Management.

Jennifer D. Molinar – CVS Caremark, Legal Counsel

Molinar brings an array of legal expertise to the Learn Charter School Board. She is currently an attorney for CVS Caremark where she specializes in litigation management. Previously she worked in both the private and public legal sectors for Kirkland & Ellis LLP and the United States Attorney's Office. Molinar also has educational experience having taught in New Orleans as a Teach for America Corps Member. She is a current member of the Hispanic Lawyers Association and the American Bar Association. Molinar graduated with honors from Dartmouth College with a Bachelor of Arts in Government and Religion and earned her Law Degree from the University of Chicago School of Law.

Bryan A. Schneider – Director & Legal Counsel of Government Affairs, Walgreens Health Service Schneider brings an assortment of experiences and professional skill sets to the LEARN board. He has received professional accreditations practicing law and also as a certified public accountant. Prior to his current position, where he remains responsible for the development and management of governmental initiatives at the federal, state and local levels for Walgreens Health Services, Schneider worked with law firms Sidley Austin LLP and Harris Kessler & Goldstein. He is a current serving member on the Illinois State Board of elections. Schneider received his Bachelor of Science in Accountancy from Tri-State University. Furthermore graduated magna cum laude from University of Wisconsin Law School, and earned a Masters degree in Business Administration with a concentration in Finance from the DePaul University Graduate School of Business.

Budget Narrative

Budget Narrative

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Budget Narrative- Section C

SUMMARY	2010	2011	2012	TOTAL
Total CSP Request	\$ 913,750	\$ 1,861,250	\$ 2,735,000	\$ 5,510,000
Matching dollars	\$ 530,000	\$ 525,000	\$ 725,000	\$ 1,780,000
Ratio of match to CSP request	58%	28%	27%	32%
Indirect expense as % of total CSP request	10%	9%	6%	7%

Our \$5.5 million grant request will be used to support the rapid growth of our charter school network. Over the next three years, we plan to expand two existing schools and open and expand three new schools. For our two existing schools that currently serve only Kindergarten – 3rd grades (Excel and Third Campus), our plan is to expand to fourth, fifth, and sixth grades in 2010, 2011, and 2012, respectively. Each grade level added will result in three new classrooms of 25 students for a total of 75 students added each year for the next three years.

In 2010, 2011, and 2012, we will also open one new school each year with 225 students in grades Kindergarten – 3rd. After the first year, we will add one grade level each year until the school reaches 550 students in the Kindergarten - 8th grades. As the 75 students are promoted forward, we will replace them with 75 new kindergarteners.

In aggregate, over the next three years, LEARN will open 54 new classrooms with 25 new students in each classroom for a total of 1,350 new students. This will result in a 140% increase in our number of students as we grow from our current 960 students (including the Romano Butler campus) in three schools to 2,310 students in six schools. This will also require that we hire 108 new Instructors.

Three Year Growth Plan - Detailed Plan by Campus and by Year

Campus	Strategy	Current Enrollment	Enrollment Fall 2010	Enrollment Fall 2011	Enrollment Fall 2012	Change Current to Fall 2012
Excel	Expansion	225	300	375	450	225
Third Campus	Expansion	225	300	375	450	225
Learn South Chicago	Replication	0	225	300	375	375
Learn #5	Replication	0	0	225	300	300
Learn #6	Replication	0	0	0	225	225
TOTAL Enrollment		450	825	1,275	1,800	1,350
New Students Added			375	450	525	1,350
New Instructors Hired			30	36	42	108

THE REQUEST

Our budget is divided into three major sections: 1) Teacher Apprentice Program and Student Support Services; 2) Educational Materials and Supplies; and 3) Charter Management Organization. Taken together, these three major investments will allow LEARN to execute our ambitious growth plan of expanding two existing schools and opening three new schools.

For each of these three categories, we detailed the total amount of funding we need, the sources of capital already committed, and the requested amount from the CSP. The evidence that these funds are committed can all be found in Attachment Section 2.

DIRECT EXPENSES- Personnel and Fringe Benefits

		YEAR	YEAR	YEAR	TOTAL
		<u>2010</u>	<u>2011</u>	<u>2012</u>	
<u>TEACHER APPRENTICE PROGRAM & STUDENT SUPPORT</u>					
<u>Sources</u>					
Crown Family Foundation		\$ 50,000	\$ -	\$ -	\$ 50,000
Learn Charter School		\$ 200,000	\$ 300,000	\$ 500,000	\$ 1,000,000
<i>CSP - Request</i>		<u>\$ 475,000</u>	<u>\$ 1,281,250</u>	<u>\$ 2,068,750</u>	<u>\$ 3,825,000</u>
Total Sources		\$ 725,000	\$ 1,581,250	\$ 2,568,750	\$ 4,875,000
<u>Uses</u>					
Teacher Apprentices	\$35,000 avg salary	\$ 525,000	\$ 1,155,000	\$ 1,890,000	\$ 3,570,000
Social Workers	\$55,000 avg salary	\$ 55,000	\$ 110,000	\$ 165,000	\$ 330,000
Fringe Benefits	25% of salary	<u>\$ 145,000</u>	<u>\$ 316,250</u>	<u>\$ 513,750</u>	<u>\$ 975,000</u>
Total Uses		\$ 725,000	\$ 1,581,250	\$ 2,568,750	\$ 4,875,000

TEACHER APPRENTICE

LEARN's growth plan will require the hiring of a significant number of new staff members. One of our major constraints to executing our growth plan is recruiting, training, and retaining this talent. Since we staff two Instructors in each classroom (grades K – 5th), we will need to hire a minimum of 108 new Instructors.

We will recruit 54 new Advanced Teachers and pay for their salaries from monies we receive from state and local sources. We also plan to hire 54 new, less experienced teachers, called "Apprentice Teachers," who have the potential to become great teachers but need more hands-on training and development. To train these Apprentices, we have developed and instituted a Teacher Apprentice Program that has demonstrated it is an effective way to find and develop the talent we need to staff our schools. We are requesting funding in order to hire 54 new Teacher Apprentices and scale this existing, successful staffing program that has produced both strong student academic outcomes

and a pool of well trained teachers who are well versed in our system of learning (curriculum, assessments, culture, classroom management, etc.) after one or two years of intense training.

The Teacher Apprentice Program will allow us to place a second, less experienced and less expensive teacher in the classroom, thus lowering the student to teacher ratio. This allows for the delivery of more customized instruction to our students while providing valuable training to this new teacher. These “Apprentice Teachers” will work directly with students under the direction of an advanced teacher and will eventually lead a classroom by his/her second or third year at LEARN. This program is explained in more detail in the Project Narrative Program Design Section C.

We estimate the total cost of the Teacher Apprenticeship program at \$4.5 million (including benefits). We are requesting \$3.8 million in support from the CSP to execute this program. LEARN’s Board of Directors has allocated \$1.0 million from cash reserves to be invested in this program and we plan to also use \$50,000 in an unrestricted funding pledge from the Crown Family Foundation to meet the match requirements.

DIRECT STUDENT SUPPORT

We are very confident in our ability to help our students excel academically. Where we experience the greatest challenge is meeting the social, emotional, and psychological needs of all our students. The state of Illinois provides some social work services for students with Individualized Education Plans (IEP). Not only is the state funding wholly inadequate, we also know that in the communities we serve, there is a very high need for social work services among students with and without an IEP. Many of these students struggle with grief, trauma, abandonment, anger management, and other

complex issues. We know that our students must receive support, coping strategies, and counseling in order to address the myriad of issues they may face. This support helps them to focus their effort on academics.

We currently have partnerships with two agencies (Juvenile Protective Association and Marillac Social Center) that provide regular social work services to our students. See letters of support in Attachment Section 2. We also have two social workers on staff who serve our 960 students. We have seen dramatic improvements in students' academic performance when they receive needed counseling. This is true for students with IEPs and, in many cases, students who have not been diagnosed with a disability but who need support. In order to be most effective, we need to be able to hire and assign one social worker for each school at an average cost of \$55,000 per social worker. Providing for the emotional, psychological, and social needs of all our students has been critical to our past success and the need will increase as we expand and open more schools.

EDUCATIONAL MATERIALS, EQUIPMENT & SUPPLIES

<u>EDUCATIONAL MATERIALS & SUPPLIES</u>		<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>TOTAL</u>
Sources					
LEARN Charter School Board		\$ -	\$ 100,000	\$ 100,000	\$ 200,000
Chicago Public Schools Start up		\$ 80,000	\$ -	\$ -	\$ 80,000
CSP request		\$ 351,250	\$ 417,500	\$ 503,750	\$ 1,272,500
Total Sources		\$ 431,250	\$ 517,500	\$ 603,750	\$ 1,552,500
Uses					
Equipment	\$10,000 per new class	\$ 150,000	\$ 180,000	\$ 210,000	\$ 540,000
Materials & Supplies	\$750 per new student	\$ 281,250	\$ 337,500	\$ 393,750	\$ 1,012,500
Total Uses		\$ 431,250	\$ 517,500	\$ 603,750	\$ 1,552,500

In addition to staffing the new classrooms, we are also requesting \$1.27 million to fund the cost of new educational materials and supplies for the 54 classrooms we will open over the next 3 years. On average we spend \$10,000 per classroom for equipment and \$750 per new student for educational materials and supplies. In total, we expect to spend \$1.55 million on educational materials and supplies. We have a written agreement from our authorizer (CPS) to provide \$302,108 in start up funding (see Attachment Section 6) in 2010 that we can use to purchase equipment and educational material and LEARN's Board of Directors has earmarked \$100,000 in 2011 and 2012 to pay for these expenses.

Equipment expenses are one-time costs that are essential for the setup of each new classroom (in both existing and replicating schools). Classroom furniture such as desks, chairs, tables, bookcases, and file cabinets and computers are included in this equipment budget line item. The estimated cost of equipment for each new classroom is \$10,000 at both existing and replicating schools, and is based on our experience with our first three schools.

The use of technology in our day-to-day operations ensures efficiency and productivity, and therefore an investment in such equipment pays for itself in the long term. We will acquire computers and printers and other basic electronic equipment for each classroom. We will purchase computers for a computer lab as well as for in the classroom so that students are using them on a daily basis and as needed by their interest and the curriculum. These computers will also be used to take our MAP tests, an important diagnostic and summative norm-based assessment we use to measure growth

throughout the school year. Our technology related costs for each new classroom is included in the \$10,000 cost cited above.

Educational Materials and Supplies includes consumable and non-consumable items during the first year of a new classroom. For example, our Everyday Math program consists of a hardcover reference textbook, at least two consumable workbooks, a host of manipulatives, a games kit, and a teacher set. Our reading program requires purchasing a classroom library and a wide range of book sets in both fiction and nonfiction genres; most of these are non-consumables, but over time, soft cover books wear out and need replacement. FOSS is our Science program, and its kits come with all the materials need to carry out each unit. However, refill purchases are required to use the units multiple times. Mealworms, milkweed bugs, brassica seeds, and dirt need to be refilled for the primary grade Insects and plants module, for example. For each new student, we estimate \$750 is needed for Educational Materials and Supplies.

INDIRECT COSTS (CMO)

<u>CHARTER MANAGEMENT ORGANIZATION</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>TOTAL</u>
<u>Sources</u>				
Charter School Growth Fund Matching	\$ 200,000	\$ 125,000	\$ 125,000	\$ 450,000
<i>CSP - Request</i>	<u>\$ 87,500</u>	<u>\$ 162,500</u>	<u>\$ 162,500</u>	<u>\$ 412,500</u>
Total Sources	\$ 287,500	\$ 287,500	\$ 287,500	\$ 862,500
<u>Uses</u>				
Director of Human Resources	\$ 70,000	\$ 70,000	\$ 70,000	\$ 210,000
Recruitment Manager	\$ 55,000	\$ 55,000	\$ 55,000	\$ 165,000
Human Resources Associate	\$ 45,000	\$ 45,000	\$ 45,000	\$ 135,000
Director of Student Support Services	\$ 60,000	\$ 60,000	\$ 60,000	\$ 180,000
Benefits (25% of salaries)	\$ 57,500	\$ 57,500	\$ 57,500	\$ 172,500
Total Uses	\$ 287,500	\$ 287,500	\$ 287,500	\$ 862,500

TALENT (HUMAN RESOURCES)

In order to create a sophisticated and systematic process for hiring talented teachers, we must create a robust Human Resources Department. This department is currently staffed by one person who handles the myriad of human resources issues of a 125 employee organization. As we grow to 180 employees this year, 230 in 2011, and 300 by 2012, we must create the management infrastructure to support our employees

The proposed Human Resources team, consisting of the Director, Recruitment Manager and Associate, will have three primary responsibilities. First and foremost, it will be charged with proactively identifying and recruiting teacher talent to LEARN. Our recruitment manager, in particular, is a critical hire given the number of new staff hires we plan to execute over the next three years. LEARN has very explicit and hiring standards and receives over 20 resumes for every hire we make. We need to create a much more efficient hiring process as the talent we recruit is the single most important variable in our past success and will be the single most important variable in our future success.

LEARN also needs to improve its employee performance management systems. This team will work with the School Principals to improve and administer the employee bi-annual evaluation system. Our ability to assess teacher performance and provide written feedback is critical to our success.

DIRECTOR OF STUDENT SUPPORT SERVICES

The Student Support Services team works across the network to meet the social, emotional, psychological, and physical needs of our students. The Director of Student Support Services oversees all social workers, nurses, and special education instructors,

throughout the network and develops partnerships with community resources. This person also coordinates the connection of our students with outside resources and ensures that LEARN stays in compliance with all the federal ADA requirements.

This team of social workers and counselors are essential to fulfilling our school's mission and for promoting a violence free and positive culture in our schools. Our plan is to use CSP funding to pay the costs of this Director. Our social workers devote 100% of their time counseling students and the administrative burden of their jobs are performed primarily by this Director which is why this position is included in our CMO.