

U.S. Department of Education
Washington, D.C. 20202-5335



APPLICATION FOR GRANTS
UNDER THE

FY15 Replication and Expansion of High-Quality Charter Schools Package

CFDA # 84.282M

PR/Award # U282M150008

Grants.gov Tracking#: GRANT11961553

OMB No. , Expiration Date:

Closing Date: Jul 15, 2015

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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

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
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* 3. Date Received: <input type="text" value="07/14/2015"/>	4. Applicant Identifier: <input type="text"/>
--	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="36-4439074"/>	* c. Organizational DUNS: <input type="text" value="1729822870000"/>
--	---

d. Address:

* Street1:	<input type="text" value="1132 S. Homan Avenue"/>
Street2:	<input type="text"/>
* City:	<input type="text" value="Chicago"/>
County/Parish:	<input type="text"/>
* State:	<input type="text" value="IL: Illinois"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="60624-4344"/>

e. Organizational Unit:

Department Name: <input type="text"/>	Division Name: <input type="text"/>
--	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text" value="Mrs."/>	* First Name: <input type="text" value="Kristen"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Denison"/>	
Suffix: <input type="text"/>	
Title: <input type="text" value="Director of Development"/>	

Organizational Affiliation:

* Telephone Number: <input type="text"/>	Fax Number: <input type="text"/>
--	----------------------------------

* Email:

Application for Federal Assistance SF-424

*** 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:

84.282

CFDA Title:

Charter Schools

*** 12. Funding Opportunity Number:**

ED-GRANTS-061215-001

* Title:

The Office of Innovation and Improvement (OII): Charter Schools Program (CSP): Grants for Replication and Expansion of High-Quality Charter Schools CFDA Number 84.282M

13. Competition Identification Number:

84-282M2015-1

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

LEARN Charter School Network Proposal for Charter School Replication and Expansion Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1,661,440.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,661,440.00"/>

*** 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 in attachment.)**

Yes No

If "Yes", provide explanation and attach

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: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

Additional List of Project Congressional Districts

LEARN Romano Butler IL-007

LEARN Excel IL-007

LEARN Campbell Campus IL-007

LEARN South Chicago Campus –IL-002

LEARN Hunter Perkins Campus IL-001

LEARN 6 Campus in North Chicago IL-010

LEARN 7 Campus IL-007

LEARN 8 Campus IL-007

LEARN 9 Campus in Waukegan IL-010

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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 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 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.

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 subagreements.
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 (Clean Air) Implementation Plans under Section 176(c) of the Clean 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. §§1271 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 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.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Kristen Denison</p>	<p>TITLE</p> <p>Director of Development</p>
<p>APPLICANT ORGANIZATION</p> <p>Lawndale Educational and Regional Network</p>	<p>DATE SUBMITTED</p> <p>07/14/2015</p>

Standard Form 424B (Rev. 7-97) Back

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:
 Prime SubAwardee

* Name: Lawndale Educational and Regional Network

* Street 1: 1132 S. Homan Avenue * Street 2: _____

* City: Chicago * State: IL: Illinois * Zip: 60624

Congressional District, if known: IL-007

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: Department of Education	7. * Federal Program Name/Description: Charter Schools
	CFDA Number, if applicable: 84.282

8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____
---	---

10. a. Name and Address of Lobbying Registrant:

Prefix _____ * First Name n/a Middle Name _____

* Last Name n/a Suffix _____

* Street 1 _____ * Street 2 _____

* City _____ * State _____ * Zip _____

b. Individual Performing Services (including address if different from No. 10a)

Prefix _____ * First Name n/a Middle Name _____

* Last Name n/a Suffix _____

* Street 1 _____ * Street 2 _____

* City _____ * State _____ * Zip _____

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 the 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.

* Signature: Kristen Denison

* Name: Prefix Mrs. * First Name Kristen Middle Name _____

* Last Name Denison Suffix _____

Title: Director of Development Telephone No.: _____ Date: 07/14/2015

Federal Use Only: _____ **Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)**

PR/Award # U282M150008

NOTICE TO ALL APPLICANTS

OMB Number: 1894-0005
Expiration Date: 03/31/2017

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.

(4) An applicant that proposes a project to increase school safety might describe the special efforts it will take to address concern of lesbian, gay, bisexual, and transgender students, and efforts to reach out to and involve the families of LGBT students.

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. Public reporting burden for this collection of information is estimated to average 1.5 hours 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. The obligation to respond to this collection is required to obtain or retain benefit (Public Law 103-382). Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20210-4537 or email ICDocketMgr@ed.gov and reference the OMB Control Number 1894-0005.

Optional - You may attach 1 file to this page.

LEARNGEPASTatement.pdf

Add Attachment

Delete Attachment

View Attachment

GEPA Statement – LEARN Charter School Network

Section 427

LEARN Charter School Network operates public charter schools open to all students who reside within the boundaries of Chicago Public School District 299, North Chicago CUSD 187 and Waukegan Public School District 60. 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 ensures and will continue to ensure equitable access to all students, including students with limited English proficiency and students requiring Special Education services, both English speaking 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 for students and families with limited English proficiency, including:

- Provided applications to all prospective LEARN families in English and Spanish.
- Widely disseminated marketing materials throughout District 187, District 299 and District 60 in English and Spanish.
- Offered phone support to prospective and existing families in both Spanish and English.
- Translated the contents of LEARN’s website in both English and Spanish.
- Hired bilingual school leaders with a background in English Language Learning.
- Developed a Transitional Bilingual Education program model (TBE), providing instruction in both English and Spanish for English Language Learners in grades K-3 and ESL support for grades 4-8.

To address the needs of students with disabilities, LEARN has taken the following steps:
Provide procedural safeguards to all LEARN families with students with disabilities in both English and Spanish.

- Provide a translator for all LEARN families and students with disabilities in English and Spanish.
- Provide assessments to all LEARN families with students with disabilities in English and Spanish.
- Hired bilingual school leaders with a background in English Language to educate/ provide service all LEARN families with students with disabilities.
- Provide Special Education handbooks to all LEARN families with students with disabilities in English and Spanish.



¡Atención Familias de Waukegan!
LEARN Charter School Network

MATRICULANDO AHORA EN WAUKEGAN

Visite www.learncharter.org/waukegan para Matricularse



QUIENES SOMOS

- Escuela pública **sin costo** de matrícula
- Una escuela con maestros **serviciales** y **dedicados**.
- Escuela elemental preparando para la **Universidad**; el 95% de nuestros estudiantes son aceptados a ingresar a la universidad

NUESTRO METODO

- Días y años escolares **extendidos**
- Cada aula con número **reducido** de estudiantes
- Instrucción **individualizada** basada en metas académicas
- **Enfoque** en el crecimiento del Niño y Todas Sus Facetas

Abierto a Todos los Estudiantes K-3^{ro} Waukegan

Únase a la Familia LEARN

Donde lo Académico y un Ambiente Seguro Son Primeros

www.learncharter.org | www.learncharter.org/waukegan | 773.733.7320



Fecha en la que se recibió la aplicación

FORMULARIO DE INSCRIPCIÓN DE NUEVOS ALUMNOS Año escolar 2015-2016

Por favor complete una aplicación por cada niño que desee inscribir en la Red de Escuelas Autónomas LEARN

IMPORTANTE:

- Los formularios de inscripción son válidos solamente para el año escolar 2015-2016.
- Los padres y estudiantes deben ser residentes de Waukegan para poder inscribirse.
- LEARN Waukegan solamente impartirá Jardín de Infancia, Primer, Segundo y Tercer grado en el año escolar 2015-2016.
- Si está aplicando para el jardín de infancia, su niño **deberá haber cumplido los 5 años para el 1ro de Septiembre de 2015.**

Información del Alumno:

Nombre del Alumno: _____ Género: M ___ F ___

Fecha de Nacimiento: _____ Edad: _____

Grado Actual del Alumno: _____ Grado que Aplica: _____

Ultima Escuela que Asistió: _____ Nº de Telf. _____

Información del padre o representante legal:

Nombre: _____ Parentesco: _____

Dirección: _____ Ciudad _____ Estado _____

Cód. Postal _____

Teléfono Casa: _____ Teléfono de Trabajo: _____ Celular: _____

Tel. Alternativo: _____ Correo Electrónico: _____

Declaro que la información que he proporcionado en esta aplicación es cierta. De falsificar cualquier información en esta aplicación, la aplicación está sujeta a rechazo inmediato.

Firma del Padre o Representante Legal

Fecha

Las aplicaciones podrán ser entregadas en cualquiera de nuestras sucursales.

Las aplicaciones también se encuentran disponibles en www.learncharter.org.

La Red de Escuelas Autónomas LEARN deberá admitir a estudiantes de cualquier raza, color, etnia, nacionalidad y no deberá discriminar en la administración de sus políticas y programas.

Información Adicional:

¿Cómo se enteró del programa LEARN?

- Padre actual de niño inscrito en el LEARN (Nombre _____)
- Familiar o Amigo
- Publicidad de LEARN _____ (Valla, Colgante de Puertas, Postal, Volante, Anuncio en el CTA, Facebook)
- Empleado de LEARN (Nombre _____)
- Otro (_____)

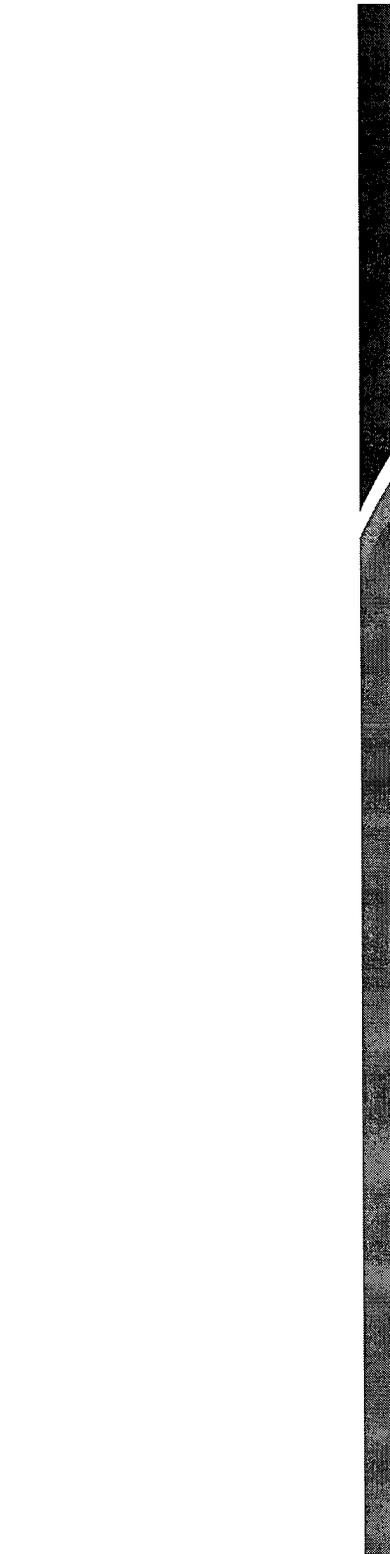
La Red de Escuelas Autónomas LEARN deberá admitir a estudiantes de cualquier raza, color, etnia, nacionalidad y no deberá discriminar en la administración de sus políticas y programas.



- Matricula-**GRATIS** / Escuela **PÚBLICA**
- Ambiente **EDUCACIONAL SEGURO**
- Escuela Elemental **PREPARACIÓN UNIVERSITARIA**
- **AÑOS K - 3^{er}** EN EL 2015-2016
- EL **95%** DE NUESTROS ESTUDIANTES SE RECIBEN DE LA **SECUNDARIA** Y EL **95%** SON ACEPTADOS A LA **UNVIERSIDAD**



**MATRICULANDO
EN WAUKEGAN**



**ABIERTO A TODO
ESTUDIANTE EN
WAUKEGAN
K, 1^R, 2^O, Y 3^R GRADOS**

La Misión de LEARN:

Brindarle a niños la base académica
y la ambición para obtener
un título universitario

Valores Claves LEARN:

1. Cultura de Respeto
2. Altas Expectativas
3. Ambiente Educativo Seguro
4. Enfoque en todas las facetas del Niño
5. Participación de la Familia

¡MATRICÚLESE HOY!

773.733.7320

www.learncharter.org/waukegan

www.learncharter.org

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 an 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 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 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	
<input style="width: 90%;" type="text" value="Lawndale Educational and Regional Network"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 50px;" type="text" value="Mrs."/>	* First Name: <input style="width: 150px;" type="text" value="Kristen"/> Middle Name: <input style="width: 100px;" type="text"/>
* Last Name: <input style="width: 200px;" type="text" value="Denison"/>	Suffix: <input style="width: 50px;" type="text"/>
* Title: <input style="width: 250px;" type="text" value="Director of Development"/>	
* SIGNATURE: <input style="width: 250px;" type="text" value="Kristen Denison"/>	* DATE: <input style="width: 100px;" type="text" value="07/14/2015"/>

Abstract

The abstract narrative must not exceed one page and should use language that will be understood by a range of audiences. For all projects, include the project title (if applicable), goals, expected outcomes and contributions for research, policy, practice, etc. Include population to be served, as appropriate. For research applications, also include the following:

- Theoretical and conceptual background of the study (i.e., prior research that this investigation builds upon and that provides a compelling rationale for this study)
- Research issues, hypotheses and questions being addressed
- Study design including a brief description of the sample including sample size, methods, principals dependent, independent, and control variables, and the approach to data analysis.

[Note: For a non-electronic submission, include the name and address of your organization and the name, phone number and e-mail address of the contact person for this project.]

You may now Close the Form

You have attached 1 file to this page, no more files may be added. To add a different file, you must first delete the existing file.

* Attachment:

Applicant: Lawndale Educational & Regional Network (LEARN)

Project Director: Kristen Denison, 1132 S. Homan Ave., Chicago, IL 60624

Phone: [REDACTED]

Email: [REDACTED]

Project Title: LEARN Charter School Network Proposal for Charter School Replication and Expansion Project

Abstract:

LEARN Charter School Network is requesting \$6,547,950 from CSP to accelerate its expansion. LEARN received its charter in 2001 and has grown from 110 students in one school to 3,400 across eight schools serving kindergarten to 8th-grade thanks to an aggressive growth plan launched in 2008. The LEARN Network has 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 meets both Absolute Priorities: LEARN is a high-quality charter school network successfully closing achievement gaps for low-income, minority students and serves a population that is 92% low-income. The application also meets Competitive Priorities 1(b) and 2. With a CSP grant, LEARN will open 8 new K-8 charter schools and expand an existing campus by two grades. The expansion will allow LEARN to serve an additional 3,520 students in predominantly low-income, minority communities in the Chicago area. LEARN's high-quality instructional program, ability to attract and develop outstanding principals and teachers, and its longer school day and school year have allowed its students outperform demographically similar students throughout the state. Through this CSP project, LEARN will further accelerate student learning with intensive staff development. The goal is to close the achievement gap for its disadvantaged students by meeting or surpassing Illinois State averages on all state tests by 2020.

Project Narrative File(s)

* **Mandatory Project Narrative File Filename:**

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Closing the Achievement Gap:

LEARN Charter School Network Proposal for Charter School Replication and Expansion Project

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Project Narrative--Priorities

Absolute Priority 1--Experience Operating High-Quality Charter Schools

Founded in 2001, LEARN Charter School Network has grown from 110 students in one school in Chicago (LEARN Romano Butler Campus) to 3,400 students across eight K-8 schools in Chicago and the suburb of North Chicago. Our ninth campus in the suburb of Waukegan will open this fall. In 2010, LEARN received a \$1.6 million grant from the Charter Schools Program to support the replication of three schools and the expansion of two existing schools.

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 authorizers, Chicago Public Schools (CPS) and North Chicago School District 187.

In 2008, LEARN began to expand beyond its original campus. With philanthropic support including \$3 million from the Charter School Growth Fund (CSGF) in 2008 and an additional \$4.8 million investment from CSGF in 2015, LEARN built 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 teacher recruitment 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 and principals and support services to students; 4) providing cost-effective “back office” operations to our schools including finance & accounting, real estate & facilities services, technology support, and fundraising; 5) providing on-going professional development to school leaders, teachers and teacher assistants to improve students' achievement and their social and emotional growth. Our team consists of

President & CEO and 7 Chief Officers and Directors, 9 Managers and 11 Associates. Moreover, we have a detailed plan to hire an additional 30 people at our CMO over the next five years, with funding from CSGF and other investors.

Our schools are led by seasoned educators with a track record of success and a long-term commitment to the LEARN Network. Six of the eight principals at our existing campuses were hired from leadership positions within the LEARN network such as Assistant Principal or Resident Principal (LEARN's year-long paid mentorship) because they lived LEARN's Core Values and delivered strong academic outcomes. Others had strong track records at other high-performing schools serving low-income, minority students.

The best evidence of our Principals' ability to operate high-quality schools is the academic performance of our students. LEARN's low-income, Black, and Hispanic students and English Learners have nearly always outperformed statewide proficiency rates on the Illinois Standards Achievement Test (ISAT) for those same subgroups. This is evidence that we are raising achievement and closing achievement gaps for disadvantaged students. (See **Table 1** below) In 2014, LEARN's low-income students matched the state average for low-income students in reading (41% meeting/exceeding standards) and surpassed the state average by 7 percentage points in math (with 52% meeting/exceeding standards). Black students, Hispanic students, and English Learners exceeded the state averages for their subgroups in 2014 by 6 to 32 percentage points in reading and 9 to 28 percentage points in math. (Please note that due to changes in the ISAT between 2012 and 2014, year-to-year comparisons of results are not valid.¹ For instance, state reading scores declined each year 2012-2014.)

¹ "2014 Illinois School Report Cards," *Chicago Tribune*, <http://schools.chicagotribune.com/>

Table 1: ISAT Percent Meets/Exceeds by Subgroup, State vs. LEARN

		Reading			Math	
All Grades	2012*	2013	2014	2012*	2013	2014
State Black	65%	40%	36%	72%	37%	38%
LEARN Black	73%	47%	43%	88%	54%	52%
State Hispanic	71%	46%	43%	81%	48%	49%
LEARN Hispanic	56%	55%	49%	88%	57%	58%
State Low Income	69%	44%	41%	78%	44%	45%
LEARN Low-Income	72%	45%	41%	88%	53%	52%
State ELL	40%	15%	13%	64%	23%	24%
LEARN EL	-	36%	45%	-	55%	52%
* Old cut scores						

When compared to demographically similar neighborhood schools our students score significantly higher on the ISAT. The sample comparison group includes all Chicago Public Schools within one mile of a LEARN campus, except for those with selective criteria for enrollment such as magnet schools and schools with magnet programs (25 schools total). It also includes all six elementary schools in North Chicago School District 187. As shown in **Table 2**, LEARN and the Comparison Schools serve an identical percentage of minority students and a very similar percentage of low-income students. (LEARN has a much lower percentage of Hispanic students because it initially opened campuses in racially isolated African American neighborhoods.)

Table 2: Demographic Comparison, 2014

Subgroup	Comparison Schools	LEARN
% Minority Students	96%	96%
% Black	74%	89%
% Hispanic	22%	7%
% Free & Reduced Lunch	95%	92%

Compared to similar nearby schools, LEARN students score significantly higher on the ISAT Composite, which includes reading, math and science tests as shown in **Table 3**. In 2014,

51% of LEARN students met or exceeded standards on these tests compared to 38% of students at Comparison Schools.

Table 3: ISAT Composite Percent Meet/Exceed, LEARN vs. Comparison Schools

Year	Comparison Schools	LEARN
2014	38%	51%
2013	40%	55%
2012*	41%	52%
* Does not include North Chicago SD because LEARN North Chicago was not yet open.		

In 2013, the Thomas B. Fordham Institute commissioned a five-city, cross-state comparison of charter school quality conducted by Public Impact that demonstrates LEARN’s formidable results compared to its peers. The study compared charters in Albany, Chicago, Cleveland, Denver, and Indianapolis. These cities are “well known for their recent school reform efforts that include extensive support for charters.” *LEARN is deemed to be a “high flyer” and is the only high quality network in Chicago, according to this analysis.* It was also considered a “high flyer” network compared to networks in the other states: *“They are the cream of the crop; true high fliers. These schools not only excel in comparison to their city peers, but . . . also in comparison to top schools in their states.”*²

LEARN also compared very well in a benchmarking analysis conducted by the Charter School Growth Fund (CSGF). According to a February 2013 private analysis, *“LEARN has the strongest reading and math scores on the ISAT compared to other portfolio members in Chicago. On student growth, LEARN lands in the top quadrant for high achievement/high growth in both reading and math.”* What is also remarkable is that LEARN has consistently

² "Searching for Excellence, A Five City, Cross-State Comparison of Charter School Quality," conducted by Public Impact for the Thomas B. Fordham Institute, March 2013.

produced these results on one of the lowest per-pupil amounts in the CSGF portfolio (having the 4th lowest per-pupil out of 28 CMO's). LEARN currently has a lean infrastructure with only 35 people serving the current eight schools: "*LEARN is a CMO doing a lot with very little.*"

Absolute Priority 2--Low-Income Demographic

The vast majority of LEARN students (92%) qualify for Free & Reduced Lunch and meet the federal definition of low-income. As **Table 4** below shows, each of our schools meets the low-income demographic threshold outlined in Competitive Preference Priority #1. The data is for 2014 because the State of Illinois has not yet released official school enrollment data for 2015.

Table 4: LEARN Percent Low-income Enrollment by School, 2014

Campus	Grades	Enrollment	# Low-income students	% Low-income
Romano Butler	K-8	634	596	94%
Excel	K-5	401	369	92%
Campbell	K-5	442	433	98%
South Chicago	K-7	383	368	96%
Hunter Perkins	K-6	398	374	94%
North Chicago	K-8	359	230	64%
LEARN 7	K-4	201	175	87%
LEARN 8	6-8	200	200	100%

Competitive Priority 1: Serving High-Needs Students, Element (b) School Improvement

LEARN will seek to partner with North Chicago School District 187, an LEA designated by the State of Illinois as having priority or focus schools under a waiver from the U.S. Department of Education under ESEA Flexibility. LEARN will offer district and priority/focus school leaders in North Chicago SD 187 the opportunity to participate in the same high-quality professional development that the LEARN Network provides for its teachers and administrators. We will also invite district and priority/focus school leaders to participate in "walkthroughs" with LEARN school leaders and our Chief Academic Officer and her professional development team.

Walkthroughs consist of observing classroom instruction and then analyzing it as a group using a research-based evaluation method such as the Charlotte Danielson Framework for Teaching.

Walkthroughs would take place both at LEARN campuses and the priority/focus schools. At the hosting LEARN campus, visitors would have a chance to observe the implementation of strategies presented during professional development. We envision the joint walkthroughs as a partnership with the local school district where we learn from the feedback of outside observers and offer our feedback in return.

In Year 1 of the grant, the professional development would be offered to up to 18 North Chicago SD 187 administrators or school leaders. The school leaders would come from the following priority or focus schools: A J Katzenmaier Elementary, Neal Math Science Academy and North Elementary. (South Elementary was closed). The professional development would address "Essential Elements for School Districts and Schools" identified by the Illinois State Department of Education in its approved ESEA waiver.³

LEARN Professional Development Topic	State "Essential Elements" Addressed by LEARN PD	Examples of State-identified Interventions Addressed
Implement Common Core Standards (CCS) (Teachers and school leaders learn new instructional strategies for teaching CCS in math, reading and science.)	Professional development, leadership, curriculum, instruction	"Improvement-focused leaders aggressively monitor the instructional program in its entirety, assuring alignment between learning standards and objectives and classroom instruction."
Design Classroom Formative Assessments based on CSS (Teachers at each grade level collaborate to design assessments that will allow them to determine whether	Professional development, leadership, assessment	"Teachers play a major role in establishing the classroom setting and determining what knowledge is important and how it will be taught. Criteria for achievement and methods

³ "ESEA Flexibility Illinois Request" available online at www2.ed.gov/policy/elsec/guid/esea-flexibility/map/il.html

students have mastered standards and benchmarks.)		of assessing that achievement are an integral part of this process."
Data-Driven Instruction Teams (Teams of teachers at each grade analyze results of formative assessments and plan instruction together based on student needs.)	Professional development, leadership, instruction	"Teachers individualize instruction based on pretest results to provide support for some students and enhanced learning opportunities for others."

Under Illinois' ESEA waiver, each priority or focus school develops an individual improvement plan under the guidance of its LEA. At the request of an LEA or school, "walkthroughs" at the LEARN campus or partner school can also focus on additional areas that a school has targeted for improvement. These may include additional "Essential Elements" such as "comprehensive planning," "conditions for learning" or "community and family engagement."

Schedules

Two walkthroughs will be conducted each semester, one at a LEARN North Chicago campus and one at the campus of a partner focus/priority school, for a total of four per year. In addition, a total of 68 hours of professional development will be offered through LEARN in Year 1 of the grant according to the following schedule:

Topic	Total Hours in Year 1	Schedule
Common Core Standards	28 hours	All-day sessions held on Oct 9, Nov. 11, Jan. 19, Feb. 15, one week in July 2016, one day in Sept. 2016
Classroom Formative Assessments	20 hours	
Data-driven Instruction Teams	20 hours	Wednesdays 3:15-4:30 p.m., Alternating Weeks

Participating LEARN staff, priority/focus school and LEA leaders will be asked to complete a questionnaire once a quarter reflecting on the value of walkthroughs and professional development and suggesting improvements. These questionnaires will be used to improve the

quality of the professional development, the usefulness of the workshops and resolve other matters pertaining to the partnership. By each year's end, the goal will be for at least half of participants from priority/focus schools and the LEA to rate the walkthroughs and professional development as "very useful" in helping them achieve their goals under the ESEA waiver.

Project Management

The following LEARN staff will take responsibility for each aspect of the project:

Action	Staff Member	Timeframe
Outreach to North Chicago School District & Principals	Chief Academic Officer	Fall 2015
Planning and Leading Professional Development	Chief Academic Officer +Teaching and Learning Team	Planning begins the previous school year. Professional development occurs throughout the year, according to the schedule above.
Leading Walkthroughs	Chief Academic Officer and LEARN Principal	Twice a semester
Distributing and Analyzing Feedback Forms	Chief Academic Officer	Each quarter
Planning improvements based on Feedback	Chief Academic Officer	Each quarter

Long-term Implementation

LEARN would continue to work with North Chicago SD 187 and its priority or focus schools in Year 2 through Year 5 of the CSP grant. In Year 2, LEARN anticipates opening a second campus in North Chicago. In Year 3 of the grant, this second school will also serve as a site for walkthroughs, and its staff will participate in walkthroughs at the priority/focus schools.

Competitive Priority 2: Promoting Diversity

Under the CSP grant, LEARN intends to open 8 new campuses. These schools will promote student diversity and serve students with disabilities and English Learners at a rate that is at least comparable to those of public schools in the surrounding area.

Currently, most of our students are African American because LEARN initially located in underserved, racially isolated African American neighborhoods that lacked other quality school options. **Table 5** compares LEARN school demographics with Comparison Schools in the surrounding areas and the two districts from which LEARN draws its students. (For our method of defining Comparison Schools, please see Absolute Priority #1 above.)

Please note that racially isolated African American neighborhoods in Chicago are often located very close to neighborhoods that are predominantly Hispanic, hence many Comparison Schools located within a mile of a LEARN campus serve mainly Hispanic students and thus more English Learners. Despite LEARN's proximity to Hispanic communities, families are often reluctant for their children to cross racial/ethnic lines because, in the City of Chicago, these often mirror gang boundaries.

As shown in **Table 5**, our special education percentage, while comparable to nearby schools, is somewhat lower at 10%. LEARN has an effective Multi-Tiered System of Supports, as required by federal law, to prevent the over-identification of students with disabilities. The overall percentage of students with IEPs in Illinois is 13.7%, leading the U.S. Department of Education to cite the Illinois State Board of Education (ISBE) for the over-identification of special education students. ISBE issued a plan in April 2015 to reduce that percentage.

Table 5: LEARN vs. Comparison Schools, % Enrollment by Subgroup, 2014

Subgroup	Comparison Schools	LEARN
% Minority Students	96%	96%
% Black	74%	89%
% Hispanic	22%	7%
% Free & Reduced Lunch	95%	92%
EL	10%	3%
IEP	14%	10%

Under this CSP grant, LEARN seeks to open 7 of its 8 new schools in racially diverse

Chicago suburbs which will allow more opportunity to promote student diversity. As shown in **Table 6**, LEARN North Chicago, our one existing suburban campus, has 16% White and Asian students making it more racially integrated than the surrounding district, which enrolls 7% White and Asian students.

Table 6: Racial/Ethnic Diversity LEARN North Chicago vs. North Chicago SD 187

	Grades	% Black	% Latino	% Other	% White	% Asian
LEARN North Chicago	K-8	50%	31%	3%	14%	2%
North Chicago187	Pre-k-12	40%	50%	3%	6%	1%

LEARN follows a "race-neutral approach" to integrating its new schools as defined in the U.S. Department of Education and the U.S. Department of Justice notice, "Guidance on the Voluntary use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools." LEARN's reputation for academic excellence and its intensive outreach efforts to families will make it possible to achieve a level of racial integration that surpasses that of schools in its surrounding areas. LEARN also intends to enroll a percentage of students with disabilities and English learners comparable to the surrounding area and has already expanded its efforts to do so in recruiting for the Fall 2015 opening of its Waukegan campus.

- LEARN publicizes school openings on the internet and through community media (e.g. local newspapers, billboards and radio stations) in both English and Spanish. Marketing to Spanish-speakers was expanded in 2015.
- We execute at least two direct mail campaigns to all households with school-aged children within a two-mile radius of the school site. Materials are in both Spanish and English.
- In 2015, LEARN expanded the number of Spanish-speaking members of its field team which recruits and enrolls parents at daycares, community centers, churches, preschools, festivals,

and community events in the area. Organizations that serve Spanish-speaking families are targeted for recruitment efforts, including formal information sessions for parents.

- A public information event is hosted for each school every spring by the school Principal and LEARN Recruitment Managers. This ensures that all families have the opportunity to make an informed decision about entering our lottery.

Project Narrative--Selection Criteria

Selection Criteria A: Quality of Eligible Applicant

Key Points

- LEARN serves an educationally disadvantaged student population: 92% Free & Reduced Lunch, 89% Black and 7% Hispanic.
- LEARN is closing historic achievement gaps for disadvantaged students. By 8th grade, LEARN students meet proficiency standards on the ISAT at a rate similar to the statewide average in reading and at a rate that surpasses the statewide average in math.
- LEARN has significantly increased achievement for all its students. When comparing ISAT results for low-income, Black, and Hispanic students and English Learners, LEARN consistently outperforms state averages for those subgroups.
- LEARN consistently and significantly outperforms a demographically similar group of Comparison Schools on state standardized tests.
- LEARN's use of NWEA Measures of Academic Progress (MAP) test to measure growth show our students are making strong progress. LEARN students surpass the national growth average every year at every grade level kindergarten to 8th-grade, further evidence that we are increasing achievement and closing achievement gaps.
- We attribute these strong results to our System of Learning which is based on 1) an extended

school day and year that results in 17% more classroom time than Chicago Public Schools and 20% more classroom time than North Chicago School District; 2) high-quality, customized instruction; 3) a full-time teacher assistant in every K-2 classroom and a part-time assistant in every classroom in grades 3-5 to support small group instruction; and 4) the ability to hire, develop, and retain outstanding teachers and principals.

Increasing Achievement & Closing the Achievement Gap

LEARN's mission is to provide excellent educational opportunities in historically underserved low-income communities in the Chicago area. This means our students are disproportionately low-income (92% qualify for Free & Reduced Lunch) and minority (96% are African American or Hispanic), 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. By 8th grade, LEARN's students have not only virtually closed the achievement gap in reading compared to the state average, they have surpassed the state average in math. (See **Table 7** below.) In 2014, 55% of LEARN 8th-graders met or exceeded state standards in reading, a rate only one percentage point below the state average. That achievement comes despite the fact that 92% of LEARN students are low-income (on Free/Reduced Lunch) compared to 52% of students statewide, according to the Illinois State Report Card. In math, 77% of LEARN 8th-graders met or exceeded standards in math compared to only 60% of 8th-graders statewide. (Please note that recent revisions to the state tests make it difficult to meaningfully compare ISAT results from year-to-year between 2012 and 2014.⁴)

⁴ "2014 Illinois State Report Card," *Chicago Tribune*, <http://schools.chicagotribune.com/>

Table 7: ISAT Percent Meets/Exceeds State vs. LEARN

Year	Reading			Math		
	2012*	2013	2014	2012*	2013	2014
State All Grades	79%	59%	57%	86%	59%	60%
LEARN All Grades	72%	47%	44%	88%	54%	53%
State 4th Grade	76%	59%	56%	88%	60%	64%
LEARN 4th Grade	63%	42%	46%	89%	55%	56%
State 8th Grade	86%	60%	56%	85%	59%	60%
LEARN 8th Grade	97%	60%	55%	97%	60%	77%
*Old cut scores						

By the time LEARN students complete 8th-grade, their academic skills even further outdistance that of their counterparts in the two districts LEARN serves. In 2014, LEARN 8th-graders surpassed 8th-graders in Chicago Public Schools on the ISAT by 9 percentage points in reading and 23 percentage points in math as shown in **Table 8** below. They also surpassed their counterparts in North Chicago by 27 percentage points in reading and 50 percentage points in math; in other words, LEARN’s percentage was twice as large as North Chicago’s in reading and nearly three times as large in math. As shown in **Table 9** further below, LEARN serves a higher percentage of students on Free or Reduced Lunch and a higher percentage of minority students than either of its districts.

Table 8: ISAT 8th Grade Percent Meet/Exceed, LEARN vs. State and Districts

	Reading			Math		
	2012*	2013	2014	2012*	2013	2014
Chicago Public Schools	83%	53%	46%	81%	54%	54%
North Chicago	63%	26%	28%	43%	17%	27%
State	86%	60%	56%	85%	59%	60%
LEARN	97%	60%	55%	97%	60%	77%
* Old cut scores						

Accelerating the achievement of low-income, minority children in elementary school lays the foundation for success in high school and college. Over the years, LEARN has successfully

prepared its 8th grade graduates to attend some of Chicago's top selective enrollment high schools and elite private high schools including North Shore Country Day School, Francis Parker and Latin School of Chicago. In 2014, 90% of our graduates matriculated to college preparatory high schools, meaning schools where at least 75% of graduates attend college.

ISAT Comparison with Similar Schools

To compare the achievement of LEARN students to those at schools serving a similar population, we combined the Composite ISAT results of 25 Chicago Public Schools located within a one-mile radius of one of our campuses and all six elementary or middle schools in the suburb of North Chicago. (Chicago schools with selective enrollment criteria, such as magnet schools and schools with selective enrollment programs, were excluded from the comparison.) As shown in **Table 9** below, the Comparison Schools serve a nearly identical percentage of minority students and economically disadvantaged students as LEARN.

Table 9: Demographic Comparison, 2014

Subgroup	Chicago Public Schools	North Chicago SD	Comparison Schools	LEARN
% Minority Students	86%	90%	95%	96%
% Black	40%	40%	74%	89%
% Hispanic	46%	50%	22%	7%
% Free & Reduced Lunch	86%	83%	93%	92%

We also compared LEARN ISAT results to all students in Chicago Public Schools and North Chicago School District 187. These districts serve a somewhat lower percentage of minority and economically disadvantaged students, as shown above in **Table 9**.

As shown in **Table 10** below, LEARN students consistently outscore demographically similar Comparison Schools by more than 10 percentage points on the ISAT Composite, which includes math, reading, and science scores for grades 3-8. LEARN also surpassed the

achievement of North Chicago students by 24 percentage points in 2013 and 18 percentage points in 2014. This is evidence that LEARN schools are increasing achievement and closing achievement gaps for disadvantaged students. LEARN's ISAT Composite scores were also on par with those of Chicago Public Schools despite the fact that LEARN serves a higher percentage of low-income and minority students, as above shown in **Table 9**.

Table 10: ISAT Composite* % Meet/Exceed, LEARN vs. Comparison Schools & Districts

Year	Chicago	North Chicago	Comparison Schools*	LEARN
2014	53%	33%	38%	51%
2013	53%	31%	40%	55%
2012^	51%	--	41%	52%
*ISAT Composite includes reading, math, and science *Includes any schools within a 1 mile radius of a LEARN campus (25 in CPS) and all 6 elementary or middle schools in North Chicago District 187 ^North Chicago District 187 not included as LEARN North Chicago was not open until Fall 2012				

ISAT Comparison with the State By Subgroup

LEARN students who are low-income Black, Hispanic or English Learners nearly always outperform state averages on the ISAT for those subgroups as shown in **Table 11** below. In 2014, LEARN low-income students matched the state average for low-income students in reading (41% meeting/exceeding standards) and surpassed the state average by 7 percentage points in math (with 52% meeting/exceeding standards). Black students, Hispanic students, and English Learners exceeded the state averages for their subgroups in 2014 by 6 to 32 percentage points in reading and 9 to 28 percentage points in math. Outperforming state averages for Black, Hispanic, and low-income and English Learners is evidence that LEARN is raising their achievement and closing historic achievement gaps. By 8th grade, low-income students at LEARN are significantly outscoring other 8th-graders in that subgroup statewide in

both math and reading. In 2014, 54% of low-income 8th-graders at LEARN met or exceeded standards in reading compared to only 40% of low-income 8th-graders statewide. In math, 77% of LEARN’s low-income 8th-graders met or exceeded state standards in 2014 compared to only 46% of low-income 8th-graders statewide. Black and Hispanic 8th-graders at LEARN also significantly outperformed those subgroups statewide in 2014 in both math and reading.

Please note that because the state does not calculate test results for subgroups with fewer than 10 students, **Table 11** is missing data for some subgroups. Also note that year-to-year test results are not valid because of changes to the state tests between 2012 and 2014, including new cut scores in 2012 and other revisions to the tests in 2013 and 2014.⁵

Students with IEPs are the only subgroup of disadvantaged students for which LEARN is not outperforming the state. In 2014, LEARN students with IEPs scored below the state average for reading and math for that subgroup. However, the state IEP subgroup includes students from middle class families whereas LEARN students are 92% low-income. Still, LEARN recognizes the need to further accelerate the achievement of its students with IEPs. In Spring 2015, LEARN hired its first Director of Special Education to oversee network-wide improvements to special education services. Plans for improving the teaching of special education students can be found under Selection Criteria C.

Table 11: ISAT Percent Meets/Exceeds by Subgroup, State vs. LEARN

Grade Level & Group	Reading			Math		
	2012*	2013	2014	2012*	2013	2014
All Grades						
State Black	65%	40%	36%	72%	37%	38%
LEARN Black	73%	47%	43%	88%	54%	52%
State Hispanic	71%	46%	43%	81%	48%	49%
LEARN Hispanic	56%	55%	49%	88%	57%	58%

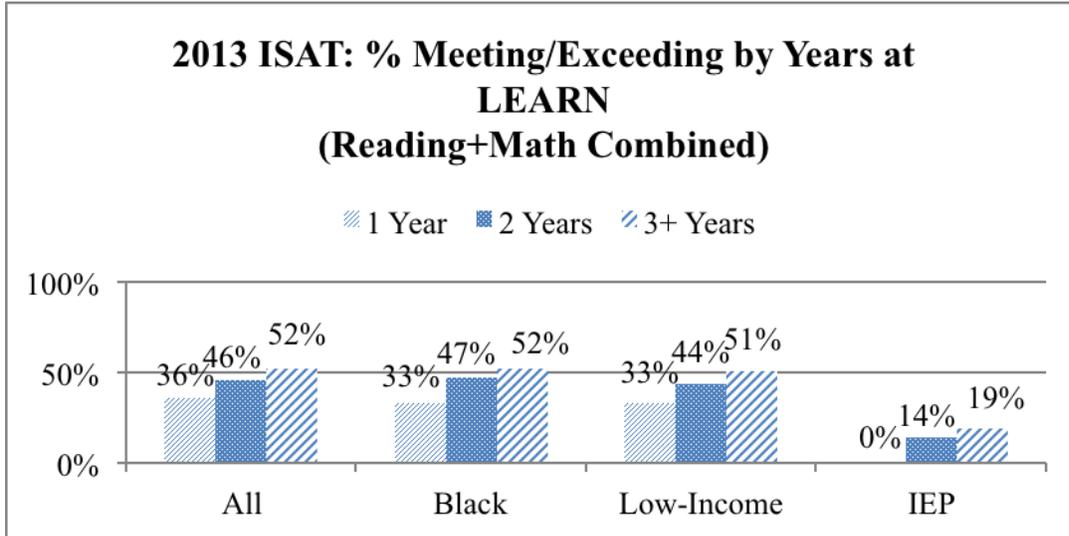
⁵ "2014 Illinois State Report Cards," *Chicago Tribune*, <http://schools.chicagotribune.com/>

State Low Income	69%	44%	41%	78%	44%	45%
LEARN Low-Income	72%	45%	41%	88%	53%	52%
State ELL	40%	15%	13%	64%	23%	24%
LEARN ELL	-	36%	45%	-	55%	52%
State IEP	41%	20%	18%	56%	24%	23%
LEARN IEP	22%	14%	9%	54%	19%	20%
4th Grade						
State Black	59%	39%	36%	76%	39%	42%
LEARN Black	64%	42%	45%	89%	55%	55%
State Hispanic	66%	44%	42%	84%	49%	53%
LEARN Hispanic	-	-	-	-	-	-
State Low Income	64%	44%	41%	82%	46%	49%
LEARN Low-Income	62%	40%	45%	89%	54%	55%
State ELL	-	-	-	-	-	-
LEARN ELL	-	-	-	-	-	-
State IEP	39%	24%	22%	64%	29%	31%
LEARN IEP	21%	11%	10%	58%	16%	32%
8th Grade						
State Black	76%	40%	35%	72%	37%	38%
LEARN Black	97%	60%	54%	97%	60%	75%
State Hispanic	83%	49%	44%	82%	51%	52%
LEARN Hispanic	-	-	50%	-	-	77%
State Low Income	79%	45%	40%	77%	44%	46%
LEARN Low-Income	97%	55%	54%	97%	55%	77%
State ELL	-	-	-	-	-	-
LEARN ELL	-	-	-	-	-	-
State IEP	-	-	-	-	-	-
LEARN IEP	-	-	-	-	-	-
*Old cut scores						

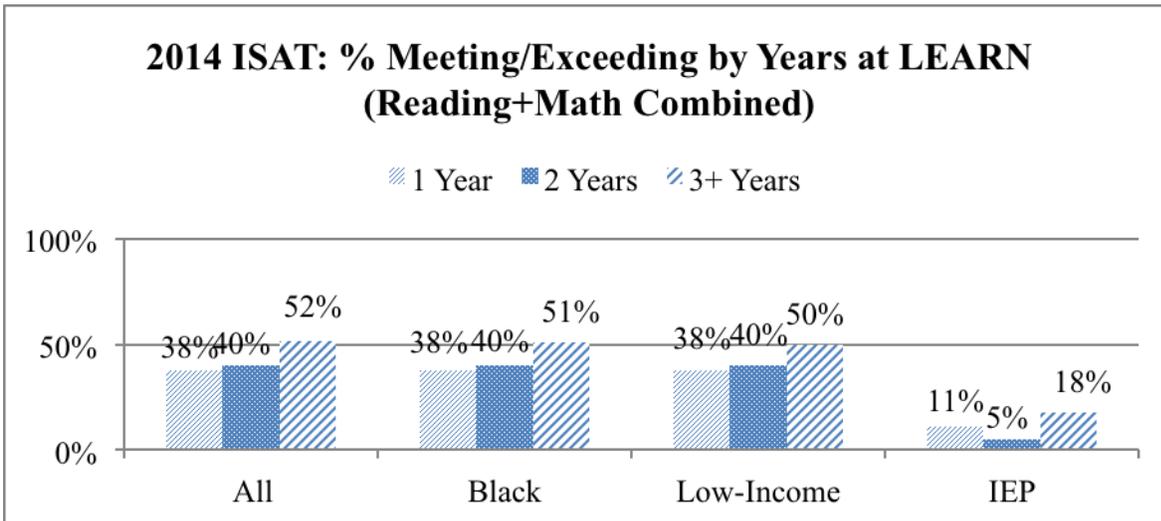
Measuring Growth by Years at LEARN

The longer students are enrolled at LEARN, the greater their proficiency in math and reading on state standardized tests, as shown in the two charts below. In 2013, 36% of students enrolled at LEARN for one year met or exceeded state standards in math and reading combined compared to 46% students enrolled for two years and 52% students enrolled for three or more years. Similar progress can be observed for Black students, low-income students and students with IEPs. (There were too few Hispanic and English Learners enrolled for three years as of 2013 to make a valid

comparison for those subgroups.)



A similar pattern is evident in ISAT results in 2014. That year, 38% of LEARN students enrolled for one year met or exceeded state standards in reading and math combined as did 40% of LEARN students enrolled for two years or more. Among LEARN students enrolled for three years or more, 51% met or exceeded standards.



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 that our students must be 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 other students nationwide. 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. The charts below show the growth of LEARN students by grade level in 2011-12, 2012-13 and 2013-14 in reading and math compared to the average national growth . Figures above 100% mean that students are demonstrating more than an average year 's growth in a year’s time, increasing their percentile ranking and closing the achievement gap. This accelerated growth is essential because our average new student arrives at the 37th percentile (math and reading combined) and needs to reach the 70th percentile by the time they graduate, according to MAP, to be on track for college-level work. As shown in **Table 12**, at every grade level over the last three years, LEARN students have demonstrated growth substantially above the national average.

Table 12: Average Growth on the MAP test from fall to spring for LEARN by grade level

<i>2012-2013 Measures of Academic Progress (MAP) exam:</i>		
Grade	Math	Reading
NETWORK	138%	122%
Kindergarten	147%	137%
First Grade	126%	106%
Second Grade	137%	109%
Third Grade	131%	120%
Fourth Grade	150%	138%
Fifth Grade	144%	154%
Sixth Grade	148%	144%
Seventh Grade	191%	175%
Eighth Grade	139%	226%

2013-14 Measures of Academic Progress (MAP) exam		
Grade	Math	Reading
NETWORK	140%	122%
Kindergarten	151%	138%
First Grade	135%	112%
Second Grade	139%	108%
Third Grade	125%	113%
Fourth Grade	128%	124%
Fifth Grade	126%	131%
Sixth Grade	145%	187%
Seventh Grade	182%	162%
Eighth Grade	221%	145%
2014-15 Measures of Academic Progress (MAP) exam		
Grade	Math	Reading
NETWORK	138%	126%
Kindergarten	148%	134%
First Grade	141%	114%
Second Grade	113%	107%
Third Grade	119%	115%
Fourth Grade	147%	149%
Fifth Grade	166%	139%
Sixth Grade	153%	169%
Seventh Grade	165%	211%
Eighth Grade	138%	191%

Additional MAP data included in the Appendix shows that LEARN students are averaging over a year's growth at every one of our campuses. In 2014, every LEARN campus averaged substantially above 100% in reading (111% to 186%) and in math (122% to 159%).

Attendance Rates

Another measure that predicts academic success is the average daily student attendance rate. Given our strong academic record, it is not surprising that LEARN's attendance rate is above average. (See **Table 13**). In 2014, all but one LEARN school had an attendance rate that exceeded the average for Chicago Public Schools (CPS), for North Chicago School District, and for demographically similar Comparison Schools. All but one school also met or exceeded the state attendance average. LEARN shows even stronger performance when comparing attendance rate by

subgroup. LEARN's Black and Hispanic students, English Learners and students with disabilities all posted higher annual attendance rates than the CPS average for those subgroups. In 2014, Black students at LEARN had a 95% attendance rate compared to only 92% for Black students in CPS. Please note that not all requested data by CSP was available. Attendance data by subgroup is not publicly reported for the State or for North Chicago SD 187. CPS does not report attendance data specifically for low-income students or for any subgroups prior to 2013 and LEARN does not have the data available to make those calculation for its own students.

Table 13: LEARN Average Daily Student Attendance Rate vs. State, Districts, Similar Schools

Campus	2012	2013	2014
LEARN Network	95%	95%	95%
Romano Butler	95%	95%	95%
Excel	96%	95%	95%
Campbell	95%	95%	96%
South Chicago	93%	94%	95%
Hunter Perkins	96%	97%	95%
LEARN N. Chicago	-	96%	98%
LEARN 7	-	-	93%
LEARN 8	-	-	95%
State	94%	94%	95%
CPS	93%	93%	93%
North Chicago	93%	91%	93%
Comparison Schools	94%	93%	94%
LEARN Black*	-	95%	95%
CPS Black	-	91%	92%
LEARN Hispanic*	-	94%	95%
CPS Hispanic	-	94%	94%
LEARN low-income^	-	-	-
CPS low-income^	-	-	-
LEARN LEP*	-	-	95%
CPS LEP	-	94%	95%
LEARN IEP	-	94%	94%
CPS IEP	-	92%	93%
*Only includes LEARN Chicago Campuses, data not available for LEARN North Chicago			
^Data not available			

LEARN's student attrition rates are also substantially below the average for CPS, North

Chicago, and demographically similar Comparison Schools as shown in **Table 14**. In some years, LEARN's attrition rate fell below the average for the state, despite the fact that the state serves a much lower percentage of low income students (52% compared to 92% for LEARN.) We are not able to supply attrition rates by subgroup because district databases are not organized to collect that data. Subgroup attrition averages are also not available for the districts or state.

Table 14: LEARN student attrition rates vs. Districts, State and Comparison Schools

	2011-12	2012-13	2013-14
LEARN	9%	10%	13%
State	13%	13%	12%
CPS	18%	19%	18%
North Chicago	41%	39%	53%
Comparison Schools	26%	32%	39%

Selection Criteria B: Assisting Educationally Disadvantaged Students

LEARN serves an educationally disadvantaged population consisting of 92% of students on Free & Reduced Lunch, 89% Black students and 7% Hispanic students. As shown in **Table 11** above, when measured by the state standardized test (ISAT), LEARN students who are low-income, Black, Hispanic, or English Learners have almost always outperformed the state average for those subgroups, often by wide margins. **Table 15** below shows the number of percentage points by which that LEARN students have exceeded the state average for their subgroup in each of the last three years. For example, in 2014, Black students at LEARN scored 7 percentage points above the state average for that subgroup in reading and 14 percentage points above in math. (Please note that year-to-year comparisons may not be valid due to changes in the state tests.)

Table 15: ISAT Percent Meets/Exceeds LEARN Subgroups vs. State Subgroups

		Reading			Math	
All Grades	2012	2013	2014	2012	2013	2014
LEARN Black	+8	+7	+7	+16	+17	+14
LEARN Hispanic	-15	+9	+6	+7	+9	+9
LEARN Low-Income	+3	+1	0	+10	+9	+7
LEARN ELL	-	+21	+32	-	+32	+26

As they advance in their schooling, LEARN students are able to further surpass statewide averages for their subgroups. **Table 16** below shows the number of percentage points by which LEARN 8th-graders have exceeded the state average for their subgroup in each of the last three years. For example, in 2014, low-income students at LEARN exceeded the state average for that subgroup by 14 percentage points in reading and 31 points in math. (Please note that English Learners are not included because the state does not report data for subgroups smaller than 10 students and LEARN initially opened schools in predominantly African American neighborhoods.)

Table 16: LEARN 8th Grade ISAT Meets/Exceeds vs. the State Average by Subgroup

		Reading			Math	
Grade Level & Group	2012*	2013	2014	2012*	2013	2014
8th Grade						
LEARN Black	+21	+20	+19	+25	+23	+37
LEARN Hispanic	-	-	+6	-	-	+25
LEARN Low-Income	+18	+10	+14	+20	+11	+31

Accelerating student learning year after year pays off. By the time LEARN students graduate from 8th grade, they are well prepared to succeed at some of the most selective high schools in Illinois. In 2014, 90% of all LEARN 8th graders matriculated to a college preparatory high school, meaning at least 75% of graduates later enroll in college.

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 2nd grade (a teacher and a teacher assistant), and a part-time teacher assistant in each 3rd to 5th grade classroom.

Research strongly supports that students perform better academically if provided with more instructional time in the classroom, especially for those who are educationally disadvantaged. For that reason, we offer a longer school day of 7.5 hours (8:30 AM to 4:00 PM) compared to 7 hours for CPS and North Chicago School District. We also offer a longer school year with 197 attendance days compared to 180 for CPS and 176 for North Chicago. With a longer school day and year, our students receive 17% more time in the classroom than students in CPS and 20% more time than in North Chicago. We also offer an optional summer enrichment program and before and after school programs.

We have shown that this combination—two instructors in K-2 classrooms, high-quality differentiated instruction, and a longer school day and longer school year—yields strong results for low-income, Black and Hispanic students.

Our System of Learning

LEARN has developed a System of Learning that ensures effective student-centered instruction, executed consistently across classrooms and schools. 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 intensive and continuous professional development. We also 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 having five inter-related components, including: 1) High Academic Standards; 2) Aligned Curricula with Standards 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 feedback from outside evaluators. When LEARN first opened 14 years ago, our instructors delivered whole class, grade-level instruction . We soon realized that we were not adequately instructing students who were below or above grade level and overlooking students' . wide range of abilities, learning styles and backgrounds.

We developed appropriately aggressive goals by using beginning-of-the-year benchmark assessments. In addition, we measured how each student progresses toward those goals throughout the year. In order to achieve these goals, our instructors delivered a more tailored and personalized learning experience for each child. In addition to teaching assistants who work with individuals or small groups, each campus has at least one Academic Interventionist who works with small groups of students throughout the day, either in the classroom or in a pull-out small group. These may be accelerated students or those who need additional practice to master a skill or concept.

In this next section, we describe the conceptual framework and methods by which our curriculum is implemented.

LEARN Educational Program

English Language Arts: Common Core State Standards, Balanced Literacy & Differentiated Instruction

LEARN has systematically planned for and implemented the teaching of Common Core State Standards (CCSS). This includes organizing grade-level benchmarks aligned to the standards, designing lesson plans aligned with those benchmarks, and creating formative assessments to assess student progress towards meeting benchmarks and standards. These formative

assessments are structured to thoroughly assess student skills using three item types--selected response, short response, and performance assessments. All this work focused on our CCSS curriculum and assessments is designed to support differentiated instruction and ensure that our students are on track for college by the time they graduate. The CCSS are met through a balanced approach to literacy instruction that follows the Columbia University's Teachers College Reading and Writing Workshop approach which has a strong research base⁶ and includes the following strategies:

Reading

Guided reading: Teachers guide a small group of students in reading and discussing a literary or informational text selected to match their common instructional level or a specific skill or concept that each needs to strengthen as indicated by their individual formative assessments. Students are regrouped frequently so that instruction matches their specific needs.

Mini-lesson. The teacher presents a component of the reading process to the class or a small group of students during a guided reading session. The lesson includes guided practice.

Shared reading: The teacher models expressive and fluent reading from a book with print large enough for students to read along. The teacher also explicitly teaches reading skills and comprehension strategies.

Read aloud: The teacher reads a book to students to develop their background knowledge, model strategies that aid in comprehension, ask questions that foster critical thinking and build their interest in reading.

⁶ "Research Base Underlying the Teachers College Reading and Writing Workshop's Approach to Literacy Instruction", *Teachers College, Columbia University*, <http://readingandwritingproject.org/about/research-base>.

Book clubs: A group of students respond to books through discussion and writing.

Students learn how to analyze books collaboratively in order to create shared meanings that are more complex than those they could arrive at on their own.

Independent reading: Students read a book, usually of their own choosing and at their independent reading level. Over time, they read and write independently about a variety of texts.

Writing

Modeled writing: The teacher demonstrates a component of the writing process, soliciting ideas from students to plan and compose a text.

Interactive writing: The teacher and students discuss their ideas for composing a literary or informational text. The teacher begins writing and hands off the pen to students who add their ideas on a large pad of paper or white board visible to the whole group.

Independent writing: Students write independently and receive explicit instruction during individual conferences with their teachers based on individual needs.

Word study: For our younger students, we include a word study component, emphasizing phonemic awareness, phonics, spelling instruction and vocabulary.

Speaking and Listening

Common Core State Standards for speaking and listening are taught and practiced through the group reading and writing activities described above and in every subject area. These standards include using evidence to support ideas, listening and responding to the ideas of peers, speaking clearly and fluently with appropriate volume and eye contact, and creating oral presentations that are organized, reasoned, detailed and well-supported by research.

Mathematics: Common Core State Standards, Everyday Mathematics & Differentiated

Instruction

As with English Language Arts, LEARN has systematically planned for and implemented the teaching and assessment of the Common Core State Standards for mathematics.

Students new to LEARN schools often lack basic math skills and lag behind their peers. Only 37% of LEARN kindergartens begin the year with grade-level math skills. Others, however, enter with skills above grade level. To meet the wide range of student needs, teachers organizes small groups of students for extra help, practice or enrichment on a daily basis.

LEARN's methodological framework in mathematics is analogous to LEARN's approach to literacy described earlier. Our daily math workshop consists of three core components. 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 reinforces and extends existing knowledge and skills. 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 strengthening their computational skills. Students rotate through the activities so that each receives a customized, guided lesson and ample time to perfect existing and newly-acquired skills. To close the lesson, students summarize their learning to increase retention.

The math program we use is Everyday Mathematics from the University of Chicago, which was found to raise students' national percentile scores an average of 11 points, according to research validated by the U.S. Department of Education's What Works Clearinghouse. Everyday Mathematics is rigorous and balanced, building both a deep conceptual understanding

of mathematics and a mastery of basic skills. Children are challenged to solve complex problems, explain their thinking, and justify their solutions.

Science: Next Generation Science Standards (NGSS) & Hands-on Science

LEARN will complete its transition to the new Next Generation Science Standards by fall 2015. Our existing curriculum already meets many of the new standards and has three major goals: for students to (1) participate in and understand the scientific process, which includes developing questions and hypotheses, collecting data, and reporting findings orally and in writing; (2) to acquire a base of knowledge in physical, biological, and earth sciences; and (3) to further develop literacy skills through close reading of primary sources and informational text.

In grades K-3, students build scientific knowledge through hands-on investigations using the Full Option Science System (“FOSS”) kits developed at the University of California at Berkley. For instance, 2nd-graders construct and test parachutes and balloon rockets to understand air pressure; 3rd-graders analyze and identify rodent bones and compare them to human bones to learn about the skeletal system. Language arts and mathematics are woven into the FOSS program. Books accompany each scientific topic and children learn to record and present data, and discuss and write about their findings.

Grades 4-8 use the Science Education for Public Understanding Program (“SepUP”), which connects scientific investigations to societal issues such as groundwater contamination or the spread of infectious disease. It also integrates math, reading, and writing skills, and small group problem-solving. In a unit on risk assessment, for instance, students roll number cubes and flip coins to learn about probability, read historic case studies about the spread of disease, and then are presented with a hypothetical life-and-death scenario which they must work in small groups to resolve, grounding their written plan in scientific explanation.

Meeting the Needs of Students with Disabilities

LEARN strives to place students with IEPs in the least restrictive environment. It is our belief that a child is almost always better served in an inclusion program rather than a pullout program or self-contained classroom. Students with IEPs receive the same rich curriculum as their peers although with accommodations to meet their individual needs. Their progress is continually monitored to ensure that they are on-track to meet their individual yearly goals. Weekly IEP team meetings at each campus review the plans for students who are not making adequate progress. Internal audits allow us to verify that all students are receiving appropriate services for the duration specified in their IEPs. District special education audits hold us accountable as well.

In addition, we use an evaluation process that has members of the Network Student Support Services (SSS) Team of specialists shadow students who are not making sufficient progress through their school day to determine where they need additional support. Every semester the SSS Team also visits both self-contained special education classrooms and general classrooms with special education students to evaluate school practices. Teachers are provided with feedback and ideas for additional instructional or behavioral management strategies that might result in better student progress. The principal is also provided with a written report with suggested improvements that can guide school-wide professional development.

Meeting the needs of English Language Learners

LEARN uses a home language survey to identify students who speak a primary language other than English. Based on this survey, students are screened to assess whether they are eligible for English Learner services. English Learners are expected to meet the same high academic standards as all students and to have full access to the same curriculum. Literature is available for students in multiple languages and support is provided through whole group instruction,

small groups, one-on-one assistance, and after school.

The progress of English Learners is monitored annually with World Class Instructional Design Assessment ACCESS, an English language proficiency assessment that measures progress in listening comprehension, speaking, reading and writing.

LEARN is revising its program for English Language Learners to better support its growing population .We anticipate that many of our new campuses, including the LEARN Waukegan campus to open in Fall 2015, will have a large enough enrollment of English Learners (20 or more per grade) to offer the Transitional Bilingual Education (TBE) model which provides instruction in both English and Spanish for English Learners in grades K-3 and English as a Second Language support for grades 4-8. Our goal in Waukegan is eventually to open one Dual Language classroom per grade which will instruct native English speakers and native Spanish speakers in the same classroom, allowing students to learn from each other as they achieve fluency in both languages. Because of the shortage of certified bilingual teachers, it makes sense to begin with TBE and move to Dual Language in the coming years after we have secured the necessary number of qualified staff. We also need time to educate the community on the benefits of dual language instruction and ensure that there is sufficient support among parents to pursue this option.

Each model offers instruction in both Spanish and English to support the development of oral and written fluency, content knowledge, and the ability to communicate well in both languages. LEARN Waukegan will employ a Bilingual Lead Teacher who will have primary responsibility for ensuring that all general education instruction is accessible to English Learners. He/she will have an expertise in bilingual and ESL instruction and provide needed support throughout the new school to ensure high quality instruction and compliance with state

requirements for teaching English Learners. We will follow a similar approach in opening future LEARN campuses enrolling English Learners.

Core Values

LEARN's educational program is guided by five Core Values that define and shape the culture and environment at all LEARN schools. These are (1) A Culture of Respect that treats all staff, students and parents with dignity; (2) High Expectations for school leaders, teachers and students; (3) A Safe and Nurturing Environment, where children feel safe and cared for and their emotional needs are met; (4) A Focus on the Whole Child, which includes arts education, physical education and social/emotional learning and support; (5) Family Involvement, to support students' academic learning and personal growth.

Parent Involvement

As one of our Core Values, 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 education. 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. All parents are asked to sign-up for a volunteer project, which may be serving on a parent committee, volunteering in a classroom, chaperoning field trips, photographing an event or tutoring students.

All LEARN schools host a school-wide Parent Orientation to make them feel welcome and to help them begin to build relationships with school staff. Within the first three weeks of school, parents attend an Open House to learn about the expectations and plans for their child's classroom.

During the year, each campus hosts six family events including movie night, donuts for dad/muffins for mom, and literacy or math night. Three times a year, parents meet one-on-one with teachers to review student progress and learn strategies to support their child's academic learning at home. Multiple times a year, families are invited a Parent University with seminars on topics selected by a parent committee that provide ideas for supporting children's academic and social/emotional learning at home. There is a also monthly parent newsletter highlighting the contributions of parents and providing information about school activities.

Wherever possible we create employment opportunities and hire qualified community residents and seek to promote them. This structure allows for community residents to become the future leaders of the schools located in their very own community.

As the school year progresses, LEARN administers an anonymous Parent Survey to gather feedback on what LEARN parents value in their child's education and school and what they feel needs improvement. The information enables LEARN to understand how to best serve its students and families.

LEARN strongly believes that student success cannot be achieved without the support of the families and communities we serve. LEARN is committed to working alongside its community partners and families to ensure that that each and every child attending LEARN receives an education of the highest caliber.

Locating in Underserved Communities

LEARN intends to bring its charter school model to underserved communities in the Chicago area, particularly suburban ones, where demand is growing for schools that can produce strong academic results for low-income, minority children. Chicago lost 7% of its population in the past decade with counties surrounding Chicago largely absorbing the 200,000 population

loss. African Americans are moving to suburbs south of Chicago while the Hispanic population is growing at the city limits. The following districts shown in **Table 17** have already been targeted for a new or expanded LEARN campus:

Table 17: Demographics of Districts Targeted for New LEARN Campuses

District	% Low-income	% Black	% Hispanic	% EL	% IEP
Chicago Public Schools	86%	40%	46%	17%	14%
Waukegan CUSD 60	72%	16%	77%	29%	12%
North Chicago SD 187	83%	40%	50%	25%	15%
Chicago Heights SD 170	95%	35%	59%	22%	14%
Dolton SD 148	90%	97%	2%	1%	11%
Dolton SD 149	99%	97%	2%	2%	12%

The LEARN campus that will be expanded by two grades under this grant is the Hunter-Perkins campus located in Chicago's Auburn Gresham community which is 98% African American, according to the 2010 census. According to a 2006 report by Chapin Hall Center for Children, 31% of Auburn Gresham Children live in poverty.⁷

Selection Criteria C: Project Design

The goal of LEARN's Charter School Replication and Expansion Project is to open eight new high-performing charter schools and expand one existing school by 2020, serving 3,520 additional students in low-income communities in the Chicago area. The new schools will serve students whose EL and IEP status is comparable to that of schools in the surrounding area. In doing so, LEARN's project will substantially improve the achievement of educationally disadvantaged children, enabling them to enroll in college preparatory high schools.

⁷ *Chicago Children and Youth 2000-2010*, Robert Goerge et. al., Chapin Hall Center for Children at the University of Chicago, Chicago, Ill., p.38.

Objective 1: Close the achievement gap for disadvantaged students by raising the percentage of LEARN students who meet/exceed standards on state exams so that LEARN's performance matches or exceeds the state average in math, reading and science.

LEARN serves a student population that is overwhelmingly low-income and minority and will continue to do so as its enrollment expands. Given its demographic, LEARN's plan to match or outperform state averages on the new PARCC exam (for which 2015 results are not yet available) is an ambitious one. However, the objective is an obtainable one, first, because LEARN is investing in extensive professional development for principals, teachers and teacher assistants in strategies that are likely to further boost student achievement. Within each of these professional development priority areas, students with disabilities and English learners will receive a special focus.

Teaching to Common Core and Next Generation Standards. LEARN will invest 28 professional development hours annually over the life of the CSP project for teachers, principals and teacher assistants to learn subject-specific strategies for teaching the more rigorous Common Core standards in reading and math and the Next Generation Science Standards. LEARN Network Chief Academic Officer and her team (the Teaching and Learning Department) will lead the professional development for a week each summer and during four professional development days between October and February each year. Teachers new to the network will attend introductory sessions and experienced teachers more advanced sessions. All will include strategies for reaching English learners and students with disabilities. Principals and instructional coaches will monitor the implementation of the standards and strategies daily and provide feedback and coaching as needed. In addition, teachers will work prior to the start of each school year to ensure that all IEPs are aligned to Common Core and Next Generation Standards.

Creating Formative Assessments. LEARN will invest 20 hours of professional development annually over the life of the CSP grant to guide teachers at each grade level in creating common assessments to monitor students' mastery of skills and concepts aligned to state standards. English learners may take Spanish versions of the same tests depending on their level. Special education teachers may modify the tests depending on a students' IEP.

Teachers will use the assessment results to design whole class, small group, and individual instruction tailored to student needs. They will also compare the results of their common assessments to pinpoint strengths and weaknesses in their teaching strategies and work together on improving instruction. When assessment results show that a class is falling behind, school instructional leaders can quickly intervene to support the teacher with classroom observation, feedback and coaching. The tests will be continually refined to produce more reliable and useful data.

Data-driven Instruction Teams. LEARN will invest 20 hours of professional development time annually to train teachers on how to use data from standardized tests and formative assessments to plan instruction tailored to a variety of student needs, including those of English learners and students with IEPs. The professional development will include guidance for teachers during bi-weekly planning meetings throughout the school year.

Finally, the goal is achievable because LEARN selects outstanding school leaders and teachers. To ensure a pipeline of excellent principal candidates, we continually work to develop the skills of our instructional coaches and assistant principals. Some aspiring principals are selected for a year-long principal residency at one of our campuses. Training and mentoring our own future principals means that candidates step into new positions with proven skills in management and instructional leadership, commitment to our Core Values, and knowledge of

our programs and practices. Supported by the Human Resources and Talent Recruitment team, teachers are vigorously recruited at national and regional schools of education, through newspaper and on-line advertisements, charter organizations, non-profits such as the Golden Apple Foundation and through referrals from high-performing staff members. LEARN's academic performance, extensive professional development and supportive administrators help attract outstanding candidates. During peak hiring season, we receive 2,000 unique applications for open teaching positions. Teaching candidates undergo a rigorous hiring process that includes a demonstration lesson, a writing sample and multiple interviews by administrators and teachers.

Objective 2: Open 8 new charter schools by 2020 in low-income communities and expand them by one to two grades a year until they reach maximum enrollment.

In March 2013, LEARN gained an unprecedented opportunity to expand its network outside the City of Chicago when state lawmakers created the Illinois State Charter Commission. This state-wide authorizer allows operators who have been denied charters by a district to appeal the decision. As a result, new charter schools are able to open in communities where districts have historically blocked them, despite low student achievement and parent demand for a better alternative. This spring, the Commission granted LEARN's appeal to open a new charter school in Waukegan, Illinois in Fall 2015.

LEARN has identified other predominantly minority low-income, suburban communities in the Chicago area where disadvantaged students are achieving significantly below the state average for their subgroups. These are communities where parents are desperate for better educational opportunities and where the Illinois State Charter Commission, if not the school district, is highly likely to approve the expansion of a high-quality charter network designed and proven to accelerate the achievement of disadvantaged students.

We are very confident that we will be authorized to open the schools proposed here on schedule. The Charter School Growth Fund and other funders have committed \$6.6 million to LEARN towards this goal.

Having already expanded from 1 school to 8 since 2008, LEARN has the experience and the management and fundraising capacity to carry out its ambitious expansion plans. LEARN has already raised \$6.6 million committed through FY2020 to support the expansion. To provide a larger network of schools with all of the necessary supports, LEARN will build out its CMO staff. More details on fundraising and management are provided under Selection Criteria D.

Objective 3: Expand the enrollment at LEARN Hunter Perkins by two grade levels.

Hunter Perkins will be expanded by one grade in Fall 2015 (Year 1 of the CSP grant) and one grade in Fall 2016 (Year 2 of the grant.) Achieving this goal requires the recruiting, hiring and induction of additional teachers, and the purchase of furniture, technology, equipment, curriculum materials and other educational materials and supplies.

Objective 4: Enroll 3,520 new students over a five-year period from communities that are at least 60% low-income.

Opening 8 new schools and expanding the grades served at one existing school will add 3,520 new students to our enrollment by FY2020. All of the existing sites and the new sites selected will be in districts that are predominantly minority and over 60% low-income. Table 17 in Section B listed districts already targeted for a new or expanded LEARN campus. All are between 83% and 99% low-income and 86% to 99% minority. LEARN will work to ensure that the percentage of disadvantaged students in each subgroup at its schools are comparable to district averages. LEARN strictly complies with the Illinois Charter School Law mandating that all children living within each school district's boundaries have a right to enroll, or be placed on the

waiting list of any Charter School in the district. This includes students with disabilities, English Language Learners, and other educationally disadvantaged students.

To communicate that LEARN has the ability and desire to accommodate all students regardless of status of disability or educational ability, an aggressive marketing and recruiting campaign is executed throughout the year as described earlier in this application. 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 both English and Spanish. 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 and social media in English and Spanish. As described under Competitive Priority 2, a field team including Spanish-speakers visits community sites and events to recruit parents. Our staff—teachers, office managers, and especially the principal and assistant principal—is also 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.

Selection Criteria D: Management Plan and Personnel

Responsibility for meeting the objectives of this project will be divided among Network leaders, including the CEO who will oversee the project to ensure successful implementation. Specific

project owners and annual project deadlines are displayed in the Annual Timeline below.

Annual Timeline and Responsibilities for LEARN Expansion 2015-2020

Task	Milestones	Timeline	Person Responsible
<i>Objective 1: Raise student achievement to meet state-wide proficiency rates</i>			
Provide professional development to all LEARN teachers	Plan PD sessions Deliver PD during ten PD days in July (five just for new teachers) and five during the school year.	Jan.-June July-Feb.	Chief Academic Officer
	School instructional coaches monitor to see that teaching reflects PD and provide coaching	Daily	Building Principals
Teachers at each grade level meet to analyze student data and use it to plan lessons and units during early release days.	Plan PD for lead teachers on analyzing data Early release days scheduled Deliver PD to lead teachers Network Academic Team coaches data teams at schools	Jan-Feb. February July Bi-weekly Sept. to June	Chief Academic Officer " " " "
	Lesson plans or unit plans completed	Bi-weekly	Building principals
Walkthroughs by Network Academic Team and school leaders discuss observations and provide feedback on all strategies taught in Prof Dev.	Train new principals and instructional coaches on Danielson Framework for teacher observation	July	Chief Academic Officer
	Walkthroughs completed	Monthly at each school	"
Test Data Analyzed	MAP Data analyzed by Network & at schools State test data analyzed by Network & discussed with principals	Sept., Jan., June August	Chief Academic Officer "
Improvements planned based on analysis of student data	Action plans created to address school weaknesses based on student data--can include PD, classroom coaching, curriculum, student support services, family supports, parent involvement	Sept., Jan., June.	Chief Academic Officer and School Principal

Objective 2: Open 8 new charter schools and expand them by one to two grade levels per year.
Objective 3: Expand one eligible LEARN campus by two grade levels.
Objective 4: Enroll 3,520 new students from communities that are at least 60% low-income

Ensure sufficient funding	Raise funds for opening Finalize operating & capital budget Get board approval for budgets Monitor budget	One year prior March March Ongoing	Development Director Finance Director CEO Finance Director
Community Outreach	Build community support through meetings with community organizations Open House	Beginning in June September	CEO w/ Senior Project Manager of Operations "
Receive charter	Outreach to district Apply for Authorization File Appeal if Necessary Receive Authorization Finalize Charter Agreement	By July of preceding year September November January February	CEO w/ Senior Project Manager of Operations " " " "
Secure building	Analyze potential sites Negotiate building lease Retain architect and construction team Install technology infrastructure Complete construction	By August February February June July	Technology and Facilities Director " " " "
Hire leadership team	Recruitment HR Screening Interviews Announce Principal Hire Office Manager Hire Assistant Principal	Ongoing March-May March-May February March March	Chief Talent Officer " CEO " Chief Talent Officer CEO w/Chief Talent Officer & Principal
Recruit students	Informational public meetings, Direct mail campaign to parents, Door-knocking & cold calls Enrollment lottery Parent Orientation New Student Enrollment	March-April May August August	Development Director " " School Principal "
Hire new teachers and staff members	Recruitment HR Screening Interview process Finalize hiring	Ongoing Feb.-May March-May May	Chief Talent Officer " Building Principal Building Principal

Procure needed furniture, supplies technology	Order furniture, supplies and technology Set up rooms and technology	May August	Technology and Facilities Director "
Implement System of Learning	New principal orientation and coaching Select & order instructional materials New teacher orientation & PD	From April, weekly May July	Chief Academic Officer School Principal Chief Academic Officer
	Establish Academic Goals	July	CEO & Principals
	Hire 30 additional network staff	Regional Superintendents Director of New Schools Chief Administrative Officer Chief of External Relations Additional managers and support staff	2016 2016 2017 2017 Annually

Schedule for LEARN Campus Opening and Expansion

Hunter-Perkins, an existing campus, will expand by two grades over the first two years of the project meeting the definition of “substantially expand.” The other campuses will open and expand according to the following schedule:

LEARN Campus	Opening	Total Student Enrollment by Campus					
		Current	Year 1	Year 2	Year 3	Year 4	Year 5
Hunter-Perkins	Opened	450	500	550	550	550	550
Waukegan	Fall 2015		208	260	312	416	520
North Chicago 2	Fall 2016			250	400	500	600
Chicago Heights/ Dolton	Fall 2017				250	400	500
Waukegan 2	Fall 2017				250	400	500
Chicago Heights/ Dolton	Fall 2018					250	400
Chicago site	Fall 2018					250	400
Suburban site	Fall 2019						250
Suburban site	Fall 2019						250

Business Plan for Improving & Sustaining New Schools

LEARN launches new schools with approximately 250 students served in four grade levels. We

add one or two grade levels each academic year until the school is a K-8 school with student enrollment of 550 to 600 students. Our costs are structured such that our schools breakeven when enrollment reaches approximately 500 students. In other words, the schools will operate on recurring public revenues without the need for additional philanthropy at enrollment levels of approximately 500 students or greater. Therefore, we seek funding to support the operating deficits of our new schools as they scale (approximately \$1m - \$2m per school) and our CMO. In summary, our financial plan was developed to provide each school the resources required to deliver strong student academic outcomes.

Multi-Year Financial and Operating Plan

The following chart summarizes LEARN's financial and operating 5-year plan for fiscal years 2016-2020. Please note dollars are listed in thousands. It is a consolidated and detailed model including projections for existing and new schools. We project student enrollments, revenues, expenses, and operating losses. For more detail, please see Appendix G. Our multi-year plan contemplates expanding from nine schools in FY2016 to sixteen schools in FY2020. In aggregate, we expect to incur a cumulative operating deficit of approximately \$16 million before fundraising. Presently, we have existing philanthropic commitments of \$6.6 million, financing approximately 40% of the projected shortfall through FY2020 (see chart below). In summary, based on future commitments, historical fundraising trends and broad support from our partners, we are highly confident that we can execute, finance and sustain this growth plan.

LEARN Financial & Operating Plan FY2016-FY2020

<u>\$ in 000's</u>	<u>FY2016</u>	<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>	<u>FY2020</u>	<u>Total</u>
Number of Schools	9	10	12	14	16	16
Number of Students	3,850	4,371	5,257	6,341	7,545	7,545
Revenues	\$41,222	\$47,291	\$57,485	\$70,063	\$84,084	\$300,143
Operating Expenses	(\$42,589)	(\$48,955)	(\$59,730)	(\$72,760)	(\$86,921)	(\$310,955)
Operating Loss	(\$1,367)	(\$1,664)	(\$2,246)	(\$2,697)	(\$2,838)	(\$10,811)
Less: CapEx	(\$628)	(\$720)	(\$1,150)	(\$1,401)	(\$1,682)	(\$5,580)
Deficit	(\$1,994)	(\$2,384)	(\$3,395)	(\$4,098)	(\$4,519)	(\$16,392)
Total Committed Fundraising	\$1,891	\$2,022	\$1,036	\$1,036	\$636	\$6,621

Note: Dollars in thousands. Schools and Students represent actual figures.

LEARN Committed Fundraising (dollars in thousands)

Donor (dollars in thousands)	FY2016	FY2017	FY2018	FY2019	FY2020
Anonymous Individual	\$1,000	\$1,000			
Charter School Growth Fund					
CSGF Grant	\$414	\$345	\$636	\$636	\$636
CSGF Loan	\$200	\$400	\$400	\$400	
Crown Family Philanthropies	\$100	\$100			
Winnetka Family Partnership	\$177	\$177			
Total Committed Fundraising	\$1,891	\$2,022	\$1,036	\$1,036	\$636

LEARN has a strong track record for raising the funds necessary to open new schools.

LEARN Charter Network Historical Fundraising (dollars in millions)

Year	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015
New Schools Opened	1	1	1	1	1	2	0
Total Fundraising In Millions	\$1.67	\$1.78	\$2.87	\$3.63	\$5.63	\$4.22	\$2.48

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.

Leadership, Accountability & Plan for School Closings

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 Chief Academic Officer, aggressive and explicit academic goals are established each year. The Finance, Human Resources, Technology 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. Measureable performance indicators include academic outcomes on the MAP and state exams, teacher retention rates, staff and parent survey results, and 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. When early internal indicators show that a LEARN school may be struggling, the Chief Academic Officer and her Teaching & Learning Team work closely with the principal to improve instruction and address these concerns. If the academic goals are still not met, the school 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 of Directors to close the school.

LEARN Charter School Network will not hesitate to close a school that is not meeting high standards. The Academic Achievement Committee and the Finance Committee, comprised of LEARN staff and Board members, oversee all academic and financial activity at LEARN schools. Together with LEARN staff, each committee reviews school-level academic and financial dashboards on a monthly basis. If a LEARN school needs to close, the Board of Directors will create a School Closing Task Force comprised of school leaders, school staff and families to ensure the school closure is executed seamlessly and respectfully to the community served. Parents would be provided with written notification and informed of the process for school selection and records transfer. Extra support staff would be sent to the school to provide individual assistance to parents as necessary. Fortunately, our schools have high student academic achievement levels and there is no plan to close any schools at this time.

Management Structure

LEARN's Charter Management Organization (CMO) provides support to each LEARN campus, ensuring that the necessary support systems and appropriate internal controls are in place to guarantee high levels of academic and operational excellence at each LEARN campus. Specifically, the following key operations are managed by the CMO:

Financial Management: Led by the Director of Finance, the Finance Department

manages all school-level and organizational finances to ensure that LEARN maintains a clean audit and meets financial goals. These responsibilities include developing monthly and annual financial statements, payroll, budgeting, procurement, maintaining relationships with banking institutions for financing, treasure and cash management needs. The Finance Department also drives the annual budgeting process, working with principals to plan for the school year.

Information Technology (IT): The Technology Department is responsible for addressing all technology needs for LEARN, including troubleshooting and installation and maintenance of software. The Technology Department also ensures each LEARN campus has the necessary equipment and resources to facilitate learning and administer adaptive progress monitoring.

Development: The Development team is responsible for all fundraising, grants and gift management, marketing and messaging, and public relations. The Development Department also support student recruitment efforts, ensuring LEARN schools have the tools and collateral to advertise LEARN to all families living in LEARN's boundaries.

Human Resources and Personnel Management: Supervised by the Chief Talent Officer, the Human Resources department works with school leaders to identify staffing needs and drives the process to recruit, interview and hire highly-qualified and talented staff at all levels, as well as promote and/or reappoint existing staff. The HR team is also responsible for the administration of benefits, organization of employee records, on-boarding of new employees, and monitoring of staff satisfaction and concerns through surveys.

Teaching and Learning (TL): Led by the Chief Academic Officer, LEARN's TL Department leads Network efforts to refine and enhance curriculum, design and deliver professional development for instructional staff, and supporting the execution and the analysis of data and assessments as it pertains to NWEA MAP and PARCC. The TL staff also provides

coaching and training to instructors and principals in alignment with LEARN’s strategy and policy as it relates to academic achievement.

Facilities: The Facilities Manager works with LEARN schools to manage and monitor the facilities operations of each school, ensuring campuses are clean and safe.

Real Estate: The CMO manages all negotiations and renewals of lease or purchase agreements and coordinates all major building initiatives including expansion, relocation, renovation and/or construction.

Student Support Services and Special Education: These two departments, led by a Director of Special Education and a Director of Student Support Services, establish and guide Network strategy to equip parents and LEARN staff with tools to address the social and emotional needs of students so they can flourish academically. The Director of Special Education also guides Network practice to accelerate the achievement of students with disabilities and ensures compliance with special education law and policy.

Compliance: The CMO receives and consolidates all compliance reporting requests to collect requisite data for reporting to ensure that schools are 100% compliant with our authorizers as well as Department of Education guidelines and mandates.

Team Qualifications

The LEARN Design Team is comprised of individuals who are passionate about providing a high quality education to underserved communities. Together, they bring significant experience starting and operating charter schools with multiple areas of expertise including teaching and learning, finance, operations, student support, community engagement, and development.

President and CEO, **Gregory White**, has led and overseen the growth of the LEARN Network from one school serving 330 students to eight schools serving 3,400 students. Under his

guidance, both as CEO and as a decade-long Board member, LEARN has transformed into a sophisticated organization whose track record has attracted national attention. He brings over 15 years of investment, entrepreneurial and finance experience to the LEARN team. Prior to joining LEARN, he was Vice President of Strategy & Operations for the Chicago Community Trust where he oversaw human resources, technology, administration, and strategy, 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.

Our Chief Academic Officer of Teaching & Learning, **Elizabeth Goettl**, brings over ten years of experience teaching in grades K-12; 17 years as a school principal at three schools; two years as Assistant Superintendent, three years as President/CEO of a high school; five years as Chief Academic Officer for the nation-wide Cristo Rey Network; current efforts with the LEARN Charter School Network have developed her knowledge and skills to support high-performing learning communities.

Our Chief Talent Officer, **Christina Jordan**, brings over eight years of experiences in operations and human resources (HR) management. Prior to LEARN, she served as Director of HR for Success Academy Charter Schools and the Noble Network of Charter Schools, the largest charter networks in New York City and Chicago respectively. At Success, she scaled the HR function through a rapid two-year expansion from 9 to 32 schools. She leverages her private and non-profit sector experience managing talent recruitment, on-boarding, employee relations, performance management, HRIS, compensation, and payroll to lead recruitment and HR strategy and operations for LEARN.

Director of Finance, **Joycelynn Stone**, manages the finance and accounting functions of our Network. She has over 20 years of experience in providing business start up consulting,

budgeting, forecasting, cost accounting, and audit coordination and tax preparation.

Director of Technology and Facilities, **Chris Maynard**, is responsible for streamlining all facilities and technology operations. Chris manages the custodial, maintenance, safety and security, and construction for LEARN's eight school facilities. Chris also has over 25 years of experience managing technology and has identified, defined and implemented key technology initiatives that support organizational goals in collaboration with senior management and internal stakeholders. Chris manages external vendor partnerships, develops appropriate and timely contingency plans and oversees all aspects of system testing and quality assurance reviews.

Director of Development, **Kristen Denison**, has worked for six years in concert with LEARN's CEO and Board of Directors to cultivate and steward new and existing institutional and individual donors, and is also responsible for grants and gift management, marketing, messaging and external relations. Her goal is to free school leaders from the onus of managing key stakeholder relationships so that attention can be focused on driving instruction. Each year, Kristen leads fundraising efforts in excess of \$3 million in support of LEARN schools. **She will serve as Project Director for the CSP grant.**

Director of Student Support Services, **Ramona Robertson**, manages the Student Support Services team made up of special education teachers, social workers, counselors, case managers, clinicians and external social service partners across all campuses. She brings 14 years of experience working with and addressing the social/emotional needs students in urban schools and an additional seven years of experience working within child welfare.

Director of Special Education, **Margaret Longo** had a distinguished eight-year tenure as the superintendent of Forest Ridge Elementary School District in suburban Chicago. Prior to that she served for 15 years as an elementary school and junior high school principal, and for many

years as a special education teacher, lead teacher and student support team coordinator, working extensively with students with emotional and behavior disorders.

Senior Project Manager of Operations, **Jamila Trimuel** is charged with building relationships with key stakeholders in the communities we serve and support the launch of new school expansion efforts. She brings eight years of experience in project management and strategic planning in the health care industry and five years leading non-profit mentoring and leadership development programs for youth in the Chicagoland area.

Director of Data & Assessments, **Dao Kambara**, is responsible for execution and analysis of interim and annual student assessments and also provides curriculum support and data analysis as needed by the schools and the CMO.

LEARN Board Structure and Responsibilities

The Board plays a significant role in overseeing both the operational and academic aspects of our Network. It includes both long-time members who have been instrumental to LEARN's past successes and new members who are eager to help lead the Network's growth. All possess a complementary mix of skills, experience and community connections. LEARN's Board of Directors and Charter Management Organization (CMO) ensures all federal and state funds are properly allocated by formula to expanded or replicated LEARN schools.

The main roles and responsibilities of the LEARN Board of Directors include:

- **Leadership Selection** – The Board is responsible for hiring, coaching, evaluating and supporting the Network's President & CEO.
- **Planning and Policymaking** – The Board sets the vision and mission of the growing Network and ensures effective organizational planning. For Waukegan, it will establish the major milestones for growth and success.

- **Oversight** – The Board sets and monitors CEO and Network performance standards to ensure maximized growth opportunities
- **Accountability for Educational and Organizational Outcomes** – The Board monitors and strengthens the organization's programs and monitors the success of LEARN's academic program, as measured by internal and external assessments.
- **Fundraising** – 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.

The LEARN Board has four standing committees that provide recommendations to the Board: the Academic Achievement Committee, the Finance Committee, the Development Committee and the Real Estate Committee.

- **The Academic Achievement Committee** works with the CEO and school principals to evaluate LEARN's educational strategy and establish achievement metrics. The committee regularly monitors the consistency and effectiveness of LEARN's educational programs.
- **The Finance Committee** ensures 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 decisions and ensuring that all school financial transactions are transparent and readily available for public inspection.
- **The Development Committee** ensures that the LEARN Network raises sufficient funds to support growth and expansion of the Network.
- **The Real Estate Committee** works with the CEO and Director of Technology and Facilities to evaluate real estate options, negotiate lease/purchase agreements, and provide oversight on construction projects.

Selection Criteria E: Quality of the Evaluation Plan

LEARN will evaluate the progress of its CSP project against the benchmarks listed below. The Chief Academic Officer will monitor progress towards academic goals and the CEO progress towards school openings and enrollment targets.

Qualitative Data Collection Schedule and Methods

Benchmarks	Data to Collect	Schedule for Data Collection	Methods for Data Collection
Raise student achievement each year on state reading and math exams until the percentage of LEARN students meeting/exceeding standards matches or surpasses state standards. Annual targets in math and reading will be 1/5 of the difference between LEARN's results on the PARCC exam and state average in 2015.	LEARN PARCC exam data in math and reading (not yet available for 2015); Statewide averages	Annually, beginning in 2015	Reviewing official test results on the Illinois State Board of Education website
Raise student achievement each year on state science exams until the percentage of LEARN students meeting/exceeding standards matches or surpasses state standards. Annual targets in science will be 1/4 of the difference between LEARN's results on the PARCC exam and the state average in 2016.	LEARN state standardized test data in science; statewide averages	Annually, when test data is reported, beginning in 2016 after the new state science tests are launched	Reviewing official test results on the Illinois State Board of Education website
Open one LEARN campus annually in Year 1 & 2 and two LEARN campuses annually in Years 3-5	Charter authorization, student enrollment data	Each September, 2015-2019	Reviewing enrollment data in Power School and IMPACT
Grow each new campus by 1-2 grade levels annually	Student enrollment data	Each September, 2015-2019	Reviewing enrollment data in Power School and IMPACT
At one existing campus, add two grade levels	Student enrollment data	Oct. 30 2015, 2016	Reviewing enrollment data in Power School and IMPACT
Enroll 258 new students in Y1	Student enrollment data	Oct. 30, 2015	Reviewing enrollment data in Power School

			and IMPACT
Enroll 352 new students in Y2	Student enrollment data	Oct. 30, 2016	Reviewing enrollment data in Power School and IMPACT
Enroll 702 new students in Y3	Student enrollment data	Oct. 30, 2017	Reviewing enrollment data in Power School and IMPACT
Enroll 1004 new students in Y4	Student enrollment data	Oct. 30, 2018	Reviewing enrollment data in Power School and IMPACT
Enroll 1204 new students in Y5	Student enrollment data	Oct. 30, 2019	Reviewing enrollment data in Power School and IMPACT

Qualitative Data

In addition to the quantitative data described above, LEARN will collect qualitative data to guide its progress towards its four objectives. To gauge the quality of professional development, teachers will complete feedback forms rating the workshop's quality and usefulness and also providing written responses on how it might be improved and what additional support they will need to implement new strategies. This data is collected following each network-wide professional development session in July, September, October, November, January and February each year..

Data on classroom implementation of strategies introduced in PD is monitored through a computer application called Teachscape. School administrators input their formative and evaluative observations on classroom instruction using the Danielson Framework for Teaching, which is built into the application. The strengths and weaknesses of teaching based on a 4-point rubric are immediately available to the Network Academic Team, along with administrators written observations. The information is used to inform the planning of network-wide professional development, as well as professional development at the school site and coaching for individual teachers.

Parent surveys are administered anonymously every school year and provide feedback on what parents value about their children's experience at LEARN and suggestions for improvement through open-ended responses. Responding to parent input will help LEARN improve student learning, better engage parents, reduce student attrition, and meet enrollment goals. Survey data is collected and analyzed by the Senior Project Manager of Operations by June of every school year. Principals and the Chief Academic Officer review the results to plan improvements.

Application Requirements

(a) Describe the objectives of the project for replicating or substantially expanding high-quality charter schools . . . See Selection Criteria C & Selection Criteria D

(b) Describe how the applicant currently operates or manages the charter schools for which it has presented evidence of success . . . See Selection Criteria D

(c) Describe how the applicant will ensure . . .

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, Controller and Accounting Clerk. The

Director of Finance, Controller 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 . . . See Selection Criteria B.

(e) Describe the administrative relationship . . .

The LEARN Charter School Network benefits from a positive relationship with its authorized public chartering agencies, the Chicago Public Schools (CPS) and District 187. This positive relationship is evidenced by CPS' decision to grant LEARN permission to open a total of 7 charter schools in the City of Chicago. LEARN Charter Schools are considered a partner in CPS' execution of closing underperforming schools and opening new high-performing schools in low-income communities. Similarly, LEARN is viewed as a partner to assist District 187 with its plan for improvement. LEARN consistently receives favorable performance reports from CPS and North Chicago District 187.

(f) Describe how the applicant will provide. . . See Selection Criteria D

(g) Describe how parents. . . See Selection Criteria B.

(h) Include a request and justification for waivers. . . N/A

(i) Describe how the grant funds will be used . . . See Selection Criteria D

(j) Describe how all students in the community. . . See Selection Criteria C

(k) Describe how the proposed new or substantially expanded charter schools . . .

613(a)(5): LEARN Charter School Network will operate as an LEA in locations outside the City of Chicago. It will comply fully with section 613(a)(5) of the IDEA by providing supplementary and related services on site at the charter school to the same extent that the LEA provides them.

LEARN recently hired a Director of Special Education to oversee its program on all campuses to insure that all district, state and federal policies and practices governing the rights of students with disabilities are adhered to and that LEARN students receive the full continuum of services that they are eligible for and that those services are of the highest quality services possible in the least restrictive environment. As an LEA, LEARN will identify all children ages birth through 21 who are eligible for Early Intervention or special education and related services and provide them with free appropriate public education (FEPA). LEARN conducts on-going screening procedures (including conducting or arranging for screening for infants and toddlers) for children who may have a disability. In addition, LEARN collaborates with all other entities that support Child Find including early childhood programs, the local school district and health care providers to ensure students receive the necessary services including supplementary and related ones. Selection Criteria B for more information about our special education program and Selection Criteria C for plans to improve it.

613(e)(1)(b): LEARN Charter School network has already been approved by the Illinois State Charter Commission to operate as an LEA outside of the City of Chicago is not required to jointly establish its eligibility with another LEA.

(l) Provide information on any significant compliance issues . . . LEARN has no significant issues in the areas of student safety, financial management, and statutory or regulatory compliance.

(m) For each charter school currently operated or managed . . .

See Section Criteria A for LEARN campus attendance rates for the past three years.

Table 18: LEARN Campus Information

Campus	Year Founded	Grades	Enrollment	Address
Romano Butler	2001	K-8	634	1132 S. Homan Ave. Chicago, IL 60624

Excel	2008	K-5	401	3021 W. Carroll Ave. Chicago, IL 60612
Campbell	2009	K-5	442	212 S. Francisco Ave. Chicago, IL 60612
South Chicago	2010	K-7	383	8914 S. Buffalo Ave. Chicago, IL 60617
Hunter Perkins	2011	K-6	398	1700 W. 83 rd St. Chicago, IL 60620
North Chicago	2012	K-8	359	3131 Sheridan Rd. Great Lakes, IL 60088
LEARN 7	2013	K-4	201	3021 W. Carroll Ave. Chicago, IL 60612
LEARN 8	2013	6-8	200	3021 W. Carroll Ave. Chicago, IL 60612

Table 19: LEARN Campus Attrition and Expulsion Rates

Campus	% Attrition*			% Expulsion		
	2012	2013	2014	2012	2013	2014
Romano Butler	11%	9%	8%	0%	.2%	.2%
Excel	11%	7%	7%	0%	0%	0%
Campbell	7%	7%	10%	0%	0%	0%
South Chicago	9%	12%	11%	0%	0%	0%
Hunter Perkins	4%	3%	8%	0%	0%	0%
North Chicago	-	25%	33%	-	0%	0%
LEARN 7	-	-	23%	-	-	1%
LEARN 8	-	-	8%	-	-	0%

Table 20: LEARN Campus Demographic Data

Campus	% Low-income	% Black	% Latino	% EL	% IEP
Romano Butler	94%	95%	1%	0%	6%
Excel	92%	92%	2%	0%	9%
Campbell	98%	99%	1%	0%	9%
South Chicago	96%	78%	8%	7%	10%
Hunter Perkins	94%	77%	1%	0%	9%
North Chicago	64%	50%	31%	14%	10%
LEARN 7	87%	85%	3%	1%	5%
LEARN 8	100%	96%	2%	0%	16%

Please note that year-to-year comparisons of data are not valid because of revisions to the ISAT.

Table 13: LEARN Campus ISAT Composite %Meets/Exceeds by Subgroup 2012-2014

Campus	Black			Hispanic			IEP			EL			Low-Income		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Romano Butler Grades 3-8	83%	62%	62%	-	-	-	30%	26%	15%	-	-	-	83%	61%	61%
Excel Grades 3-6	82%	56%	49%	-	-	-	57%	19%	18%	-	-	-	82%	55%	49%
Campbell Grades 3-6	75%	47%	39%	-	-	-	36%	18%	13%	-	-	-	75%	47%	39%
South Chicago Grades 3-6	70%	40%	64%	68%	29%	56%	33%	23%	32%	-	55%	76%	69%	39%	62%
Hunter Perkins Grades 3-5	75%	56%	58%	-	-	-	-	7%	24%	-	-	-	74%	52%	57%
North Chicago Grades 3 & 6-8	-	57%	49%	-	68%	55%	-	-	-	-	45%	40%	-	66%	49%
LEARN7 Grade 3	-	-	32%	-	-	-	-	-	-	-	-	-	-	-	28%
LEARN8 Grades 6,7	-	-	35%	-	-	-	-	-	8%	-	-	-	-	-	36%
*Composite includes reading, math, and science - Subgroup data reported for subgroups with 10 or more students **2012 based on old ISAT cut scores															

(n) Provide objective data showing applicant quality. In particular, the Secretary requires the applicant to provide the following data:

(1) Performance (school-wide and by subgroup) for the past three years (if available) on statewide tests of all charter schools operated or managed by the applicant as compared to all students in other schools in the State or States at the same grade level, and as compared with other schools serving similar demographics of students (maintaining standards to protect personally identifiable information);

See Section Criteria A

(2) Annual student attendance and retention rates (school-wide and by subgroup) for the past three years (or over the life of the school, if the school has been open for fewer than three years), and comparisons with other similar schools (maintaining standards to protect personally identifiable information);

See Section Criteria A.

(3) N/A

(o) Provide such other information and assurances as the Secretary may require.

See Appendix A for CSP Assurances.

Other Attachment File(s)

* Mandatory Other Attachment Filename:

To add more "Other Attachment" attachments, please use the attachment buttons below.

CHARTER SCHOOLS PROGRAM ASSURANCES – REPLICATION AND EXPANSION

Pursuant to Section 5203(b)(3) of the Elementary and Secondary Education Act of 1965, as amended (ESEA); Title III of the Consolidated and Further Continuing Appropriations Act, 2015; and sections 200.302(a) and 200.331(d) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, a Replication and Expansion of High-Quality Charter Schools Grant under the CSP must contain the following assurances.

As the duly authorized representative of the grantee, I certify that the grantee has submitted to the Secretary, or will submit within 30 days of the date of the Grant Award Notification, the following items:

1. All items described in section V (Application Requirements) of the Notice Inviting Applications for New Awards for Fiscal Year 2015, published in the Federal Register on June 12, 2015.
2. Proof that the grantee has applied to an authorized public chartering authority to operate each charter school and provided to that authority adequate and timely notice, and a copy, of this application;
3. Proof of the grantee's non-profit or not for-profit status;
4. A statement as to whether the charter school the applicant is proposing to replicate or expand currently receives, or has previously received, funding for this program either through a State subgrant or directly from the Department;
5. A description of how a charter school that is considered a local educational agency under State law, or a local educational agency in which a charter school is located, will comply with sections 613(a)(5) and 613(e)(1)(B) of the Individuals with Disabilities Education Act;
6. A description of the State or local rules generally applicable to public schools that will be waived for, or otherwise not apply to, the charter schools the applicant proposes to create or expand; and
7. Such other information and assurances as the Secretary may require.

As the duly authorized representative of the grantee, I also certify to the following assurances:

8. That the grantee will annually provide the Secretary such information as the Secretary may require to determine if the charter schools created or expanded under this grant are making satisfactory progress toward achieving the objectives described in 5203(b)(3)(C)(i);
9. That the grantee will cooperate with the Secretary in evaluating this program;
10. That the grantee will use the funds to replicate or expand a high-quality charter school in accordance with the requirements of the CSP;
11. That the grantee will ensure that a charter school that receives funds under this program will not receive funds for the same purpose under section 5202(c)(2) of the ESEA, including for planning and program design or the initial implementation of a charter school; and

12. That the State will grant waivers of State statutory or regulatory requirements, and a description of the State or local rules, generally applicable to public schools, that will be waived for, or otherwise not apply to, the schools the applicant proposes to replicate or expand.

Kristen Denison
NAME OF AUTHORIZED OFFICIAL



SIGNATURE OF AUTHORIZED OFFICIAL

Lawndale Educational and
Regional Network (LEARN)
APPLICANT ORGANIZATION

Director of Development
TITLE

7/14/15
DATE

7/14/15
DATE SUBMITTED

CSP Assurances

LEARN Charter School Network

1. All items can be found in section V of the application.
2. See Appendix E (Schools Operated by Applicant) for proof of LEARN's authorization to operate each charter school. For future schools, applications will be submitted to the authorized public chartering authority in a timely and adequate manner coinciding with LEARN's growth plan. A copy of this application will be provided to each chartering authority in a timely manner.
3. See enclosed scanned IRS determination letter as proof of LEARN's status as a 501c3 non-profit.
4. The applicant proposing to replicate or expand has previously received funding from 84.282M. The PR/Award number was U282M100042 and the Project Title was "LEARN- Bigger and Better: Replication and Expansion of High Quality Charter Schools Serving Low Income Children."
5. Under 613 (a) (5) children with disabilities attending charter schools are required to receive services in the same manner as the local educational agency. LEARN Charter School Network serves children with disabilities in its other campuses, including providing supplementary and related services on site at each of the charter schools to the same extent to which the local educational agency provides student support services in the district schools. LEARN is experienced and has developed processes, policies and procedures informing practices for providing a full continuum of services for students with disabilities on site at each of its schools.

The identification of children suspected of having a disability is a primary responsibility of the Local Education Agency (LEA). LEARN Charter School Network and its school in Waukegan has responsibility for identifying all children ages birth through 21 who are eligible for Early Intervention or special education and related services. In addition to the annual screening, LEARN conducts on-going screening procedures (including conducting or arranging for screening for infants and toddlers) for children who may have a disability. Screenings are held as necessary to ensure that all children and families can access services. In addition, LEARN collaborates with all other entities that support Child Find including early childhood programs, the local school district and health care providers to ensure students receive the necessary services including supplementary and related services.

LEARN Charter School Network adheres to all legally binding timelines regarding evaluation and eligibility as it relates to the identification of students with disabilities. Comprehensive and timely notification to the child's parent or guardian, requests for evaluation, domain meetings, evaluation procedures, eligibility and the development of an individualized education program, active parent participation in all decision making processes, comprehensive reporting, and consideration of private evaluation are processes and procedures are followed. Learn will provide required written notice to a parent prior to a proposal or refusal to initiate or change the identification, evaluation, or educational placement of, or the provision of Free and Appropriate Public Education and ensure the child is placed in the Least Restrictive Environment based on the child's individual needs.

Under 613 (e) (a) (5), LEARN Charter School Network is well prepared to serve as an independent Local Education Agency and has established policies and procedures to ensure its continued viability. Students with disabilities would be enrolled in the same manner as all

students enrolled at LEARN Charter School Waukegan Campus. As an independent Local Education Agency, LEARN Charter School Waukegan Campus would be fully responsible for the operation of all special education programming and services providing FAPE to students with disabilities enrolled within the school. The school has prepared for full accountability through the development of administrative and programmatic capacity to ensure full quality and compliant special education services to eligible children enrolled at the charter school. As its own Local Education Agency, the school would have autonomy and flexibility in the decision making process determining who delivers services and how special education programs and services are delivered independent of the local school district.

Currently, seven of the LEARN Charter Schools are located within the City of Chicago. The schools operate under 613 (e) (a) (5) of the IDEA (2004) jointly operating with the Chicago Public Schools. In addition, LEARN operates a charter campus in the North Chicago School District 187. In each of these situations, the schools operate working collaboratively with the local school district establishing and maintaining programs, and related services meeting the scope of the needs of students with disabilities within the schools.

If the Illinois State Board of Education determines the Waukegan Learn campus should work jointly to serve the needs of students with disabilities, the Learn Charter Network has extensive background serving children using this model.

6. There are no State or local rules that will be waived for LEARN Charter School Network.

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

DEPARTMENT OF THE TREASURY

Date: MAY 03 2002

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

Employer Identification Number:
36-4439074
DLN:
17053170048041
Contact Person:
DIANE M GENTRY ID# 31361
Contact Telephone Number:
(877) 829-5500

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)

LAWNDALE 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.

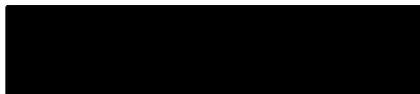
If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

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.

Appendix B: Resumes/Curriculum Vitae

LEARN Charter School Network Staff:

Name	Title	Page
Gregory White	President & CEO	1 - 2
Elizabeth Goettl	Chief Academic Officer	3 - 4
Christina Jordan	Chief Talent Officer	5 - 6
Kristen Denison (Proposed Project Director)	Director of Development	7
Christopher Maynard	Director of IT and Facilities	8 - 10
Joycelynn Stone	Director of Finance	11 - 13
Margaret Longo	Director of Special Education	14 - 21
Ramona Robertson	Director of Student Support Services	22 - 24
Dao Kambara	Director of Data & Assessments	25 - 26
Jamila Trimuel	Senior Project Manager of Operations	27 - 28
Matthew Smith	Talent Recruiter	29
Nishit Patel	Network Administrator	30 - 31

LEARN Charter School Network Board of Directors Biographies:

Name	Title	Page
Loren Beadle	CEO Island Sport, LLC	32
Janice Lucchesi	Vice President of Tax, North American Businesses AkzoNobel Inc.	32
Jennifer D. Molinar	Senior Legal Counsel CVS Caremark	33
Bryan A. Schneider	Secretary Illinois Department of Financial and Professional Regulation	33
Charles Campbell	Retired Finance Executive	33 – 34
Leslie J. Anderson	Senior Vice President/District Market Manager BMO Harris Bank	34
Vineeta Raketich	Managing Director, Global Operations and Client Relations Harris Associates	34 – 35
Susan Snyder	Retired Telecom Executive AT&T	35
Daniel T. Fahner	Partner Locke Lord LLP	35 – 36
Margaret V. Romano	Life Trustee and Educator	36

GREGORY A. WHITE

EXPERIENCE

LEARN CHARTER SCHOOLS, Chicago, IL 2008 – Present
LEARN is comprised of 8 high performing elementary students with a total enrollment of 3,600 students and 400 FTEs. Nationally recognized for outstanding academic achievement.

President & CEO

Lead high-performing, award-winning network with \$40 million budget. Recruit, support and evaluate key members of school's leadership team. Collaborate with leadership at each school to deliver a high quality education. Ensure sound operating, financial and accounting practices. Foster a success-oriented, entrepreneurial, and respectful culture.

- Lead rapidly growing (45% CAGR) organization while guiding the transition from entrepreneurial phase to an enduring institution. Implementing systems and processes to increase staff productivity, lower operating costs, and accelerate student academic achievement.
- Oversee all key functional areas (Human Resources, Technology, Finance, and Teaching & Learning) and fundraise over \$5 million annually. Develop and manage key partnership and Board of Directors.
- Secured \$35 million in funding to open new schools including bank debt, bond financing, and new markets and historic tax credits.

THE CHICAGO COMMUNITY TRUST, Chicago, IL 2006 – 2008
\$2 billion foundation that grants more than \$115 million annually.

Vice President, Strategy & Operations

Served as member of the senior leadership team with responsibility for 15 human resources, technology, grants processing, marketing & communications (interim), and administration professionals. Served on three Board of Directors' subcommittees (finance, governance, and communications & philanthropic services).

- 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.

CHICAGO VENTURE PARTNERS, L.P., Chicago, IL 1998 – 2006
CVP - \$45 million SBIC licensed private equity fund which focused on growth and later stage financings.

Co-Founder & Partner

Co-founded and launched a successful venture capital fund. Served as one of three investment committee members who invested in 15 privately-held companies. Led business development activities to source acquisition and private equity investment opportunities. Performed industry research and company due diligence on new and existing investments. 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.

- 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.
- Provided strategic advice and support to portfolio companies including serving on boards of directors, assisting in recruiting and evaluating executive personnel, and identifying new sales opportunities.

CORPORATE ADVISORY SERVICES, Chicago, IL 1995 – 2006
Corporate Advisory Services was a strategic consulting firm that specialized in serving private equity funds, rapidly growing entrepreneurial companies, and not-for profit organizations.

President

Founded the firm and completed more than 25 engagements across a variety of industries. Selected engagements include:

Private Equity Funds: **Midcities Investment Fund, L (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 launch this community development fund.
 - 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.

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 participants to write business plans, raise capital, recruit advisory boards, and launch 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.

For-Profit and Not-For-Profit Companies

- Assisted more than 10 for-profit companies in: raising capital; writing business plans; evaluating and hiring senior managers; structuring compensation plans; improving decision making processes; and executing growth strategies.
- Consulted with 8 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 - Sold fixed income investments to institutional investors

CONTINENTAL BANK, Chicago, IL 1990 – 1993
Account Officer - Underwrote loans to corporations

THE ROUSE COMPANY, Baltimore, MD 1986 – 1988
Assistant Research Analyst - Analyzed market feasibility and projected sales for commercial real estate properties

THE ENTERPRISE FOUNDATION, Baltimore, MD 1985 – 1986
Assistant Field Officer - Provided technical assistance to affordable housing developers

EDUCATION

HARVARD BUSINESS SCHOOL, Cambridge, MA 1990
 Master of Business Administration, General Management

BROWN UNIVERSITY, Providence, RI 1985
 Bachelor of Arts *with Honors*, Economics and Development Studies

TEACHING

KELLOGG GRADUATE SCHOOL OF MANAGEMENT, Evanston, IL 2003 – Present
Adjunct Professor, “Entrepreneurship & New Venture Formulation”

OTHER

Federal Home Loan Bank of Chicago 2009 - Present

- *Board Member of this \$65 billion wholesale bank*
- *Serve on Human Resources & Compensation and Public Policy Committees*

PR/Award # U282M150008

Elizabeth Goettl

QUALIFICATIONS

Ten years of teaching in grades K-12; seventeen years as school principal at three schools; two years as Assistant Superintendent in the Catalina Foothills School District #16, Tucson Arizona; three years as President/CEO of San Miguel Catholic High School; five years as Chief Academic Officer for the nation-wide Cristo Rey Network; and current efforts with the LEARN Charter School Network have developed my knowledge and skills to develop and support high-performing learning communities.

EXPERIENCE

Chief Academic Officer, LEARN Charter School Network **2014-current**

Currently leading efforts in this eight-school K-8 charter school network to increase academic achievement through leadership development, facilitating the implementation of Common Core State Standards, and developing principal and teacher capacity around teacher effectiveness

Chief Academic Officer and Senior Vice President, Cristo Rey Network **2009-2014**

Led efforts in this national network of 28 college preparatory high school serving a high poverty population to increase academic achievement and college readiness by supporting principal leadership development, facilitating the design and implementation of a standards-based college-ready curriculum, and developing principal and teacher capacity around teacher effectiveness

President/CEO, San Miguel Cristo Rey High School, Tucson Arizona **2006-2009**

Increased student enrollment, added junior and senior classes and graduated first class at 100%; designed and constructed largest, final phase of campus; facilitated fund raising for capital and operations; facilitated acquisition of 50+ corporate internship student jobs; incorporated organizational systems

Assistant Superintendent, K-12, Catalina Foothills School District #16 **2004-2006**

Developed and implemented a comprehensive K-12 professional development system; managed District's federal grants and professional development operating budget; contributed to design and principals' training in a standards-based teacher appraisal system; implemented data teams, all schools

School Principal, K-12 Catalina Foothills School District #16 **1987-2004**

Esperero Canyon Middle School, Catalina Foothills School District #16 1998-2004
Principal, Manzanita School, Catalina Foothills School District #16 1988-1998
Assistant Principal, Sunrise Drive School, Catalina Foothills School District #16 1987-1988

Teacher, K-12 Music; Teacher, Elementary Classroom: Grades K, 3, 4, 5 **1977-1987**

EDUCATION and CERTIFICATIONS

Kellogg Executive Scholar Certificate of Professional Achievement in Nonprofit Management, Kellogg School of Management, Northwestern University **2013**
Master of Education, Educational Leadership, University of Arizona **1985**
Bachelor of Science, Education, Magna cum Laude, Northern Arizona University **1977**
K-12 Principal Certification, Arizona Dept. of Education
K-12 Superintendent Certification, Arizona Dept. of Education

HONORS

Salpointe Catholic High School, Distinguished Alumni Hall of Fame **2007**
Honoree, Women's Foundation of Southern Arizona **2002**
National Blue Ribbon School, Esperero Canyon Middle School, U.S. Dept. of Education **2002**
National Distinguished Principal, National Association of Elementary School Principals **2001**
National Blue Ribbon School, Manzanita School, U.S. Department of Education **1994**

PROFESSIONAL DEVELOPMENT I HAVE LED

2004-2014

Designing and Implementing Standards-based, College-ready Curriculum
High-Impact Instructional Strategies
Disciplinary Literacy
Data Teams
Leadership and Facilitation

PUBLICATIONS

"Cristo Rey Schools Collaborate to Benefit Students", *Momentum*, September/October 2012.
"Set High Expectations and Standards", *Principals, Leaders and Learners*, NAESP Standards for Principals Video Program 2, National Association of Elementary School Principals, 2004.
Ideas that Work, Successful Programs and Practices from the 2001 National Distinguished Principals, National Association of Elementary School Principals, 2001.

Christina M. Jordan, SPHR

New York University, School of Professional Studies, New York, NY
Master of Science in Human Resource Management & Development, January 2011

Cornell University, College of Agriculture & Life Sciences, Ithaca, NY
Bachelor of Science in Communication, Concentration - Applied Economics & Business Management, May 2005

Senior Professional in Human Resources (SPHR), June 2010 – Human Resource Certification Institute

EXPERIENCE

- ◆ **LEARN Charter School Network (Chicago, IL)** October 2014 – present
Chief Talent Officer
 - Lead overall talent recruitment and human resources (HR) strategy and operations.

- ◆ **Noble Network of Charter Schools (Chicago, IL)** May 2014 – October 2014
Director, People Team
 - Led a 7-member team and the HR function for a 150M+, 17-school charter network.
 - Conducted internal analysis and developed plans to improve HR service and operations.
 - Managed mass-onboarding for 250+ staff and transitioned from paper to an electronic new hire process.

- ◆ **Success Academy Charter Schools (New York, NY)** August 2012 – May 2014
Director of Human Resources & Broad Resident 2012-2014 Cohort
 - Supervised a 6-member team and the centralized HR function including onboarding, payroll, benefits, performance management, employee relations, etc. for an \$180M+, 22-school charter network.
 - Managed the logistics and facilitated the mass-onboarding process for 450+ new hires and the instructional rehire and placement process for 650+ teachers.
 - Completed internal investigations and coached school leadership and senior management through employee relations and performance management issues.
 - Analyzed market data, benchmarked salary structures, and developed new compensation models for teachers and school leadership in partnership with senior management.
 - Designed and completed a RFP process and led the integration to transition payroll processing from Paychex to ADP Workforce Now including a new time & labor system and benefits integration.
 - Identified and led the integration process for a new background check provider transitioning from Sterling Infosystems to HireRight decreasing the screening package pricing by 20%.
 - Designed and launched a new HR ticketing platform and managed service operations for all HR inquiries.
 - Directed the annual performance management process including all timelines, training, HRIS system maintenance and the distribution of merit increases and bonuses for both network and instructional staff.
 - Led the annual benefits plan renewal and open enrollment process. Recouped \$100K in unclaimed FSA contributions. Negotiated an \$185K+ reduction in benefits costs for fiscal year 2013-14.
 - Served as Plan Administrator for an \$8M 403(b) retirement plan and implemented plan improvements introducing online enrollment, auto-increase, a vesting schedule, fund selection changes, etc.
 - Tracked and reported teacher certification compliance and NCLB requirements for all schools.
 - Created new policies, procedures, and launched the first organizational employee handbook in partnership with Legal.

- ◆ **Chicago Public Schools (CPS) – Talent Office (Chicago, IL)** June 2012 – August 2012
Education Pioneers Summer Graduate Fellow
 - 1 of 330+ fellows selected from 2,000+ applicants for a 10-week summer consulting fellowship.
 - Partnered with the Chief of the Staff of the Talent Office to create core competencies and a new performance management framework and rubric for 1,500+ non-union, central office staff.
 - Researched existing performance management models in the private, public, government, and the non-profit sector to develop benchmarks for CPS.

- Designed and facilitated focus groups and interviews with Cabinet-level staff and employees to develop content and obtain feedback in formulating the new framework and structure.

◆ **Target Corp. (Vauxhall, NJ)**

December 2010 – May 2012

Executive Team Leader – Human Resources (Human Resources Manager)

- Supervised a 5-member HR team and oversaw 300 employees in a High-Risk \$54M+ store location.
- Led all store staffing processes, orientation, onboarding, training, development, and succession planning.
- 1 of 17 Executives selected and recognized as a “Top Performer” for Q4 2011 out of a 10-store district.
- Managed the annual review process implementation, merit increases, and review training for supervisors.
- Managed a \$3M payroll budget and reduced payroll expenses by 1,248 hours exceeding the 2011 goal.
- Planned, organized, and executed a monthly calendar of all-store recognition events, contests, and community service programs with local schools, businesses, and non-profit organizations.
- Supervised the employee disciplinary process and completed investigations stemming from ethics hotline calls. Effectively resolved employee relations issues resulting in 0 founded ethics hotline calls.
- Designed and executed a seasonal staffing plan hiring 100+ team members during the 4th quarter.
- Developed and implemented action plans to improve employee engagement and retention. Reduced employee turnover by 10 percentage points fiscal year 2011.
- Re-launched employee assistance program achieving a 300+% store utilization rate.
- Managed annual company-wide engagement and satisfaction survey achieving a 91% participation rate.

◆ **McMaster-Carr Industrial Supply Co. (Robbinsville, NJ)**

August 2008 – December 2010

Freight Operations Manager, Rotational Management Development Program

- Promoted and rotated after 11 months to manage 2 department supervisors and 22 freight employees.
- Supervised the filling, packing, and loading of all freight shipments in a 600,000 sq. ft. warehouse facility servicing the Northeast region from Maine to Virginia.
- Managed the daily outbound shipment of 20 trailers across 6 house carriers and all LTL companies.
- Redesigned the freight floor layout and assembly process, and transitioned service to a new house carrier.
- Developed performance management metrics to track productivity, employee quality, and credit rates.
- Decreased freight damages by 68% by establishing new packing guidelines and changing storage locations.
- Conducted carrier dock visits and worked directly with carrier reps to reduce credit rates and delivery time.
- Completed behavioral-based interviews for prospective employees for all warehouse departments.

Customer Information Department Supervisor, Rotational Management Development Program

- Supervised 11 Customer Information Department Representatives.
- Managed the creation, deletion, and maintenance of the entire customer master file of 104,000 accounts.
- Created department training rotation and conducted daily one-on-one training and development sessions.
- Performed daily quality audits and tracked department progress via Excel databases.
- Created an Excel database to track employee productivity completing non-queue monitored work.
- Developed new processes for handling invoice returns and re-bills and maintaining account-billing linkages.

◆ **ALDI, Incorporated (Newburgh, NY)**

March 2006 – June 2008

District Manager, Tully Division

- Managed a 4-store district with \$20M in annual sales. Supervised 4 store managers and 35 employees.
- Reduced district inventory loss by 10 percentage points YOY resulting in a \$20,000+ cost-savings through the introduction of inventory controls and a ratio-based ordering system.
- Conducted bi-weekly financial audits and created monthly financial budgets and yearly projections.
- Served as Project Manager for 3 store remodels increasing sales in each store by 16+% YOY.
- Completed all full-life cycle recruiting and selected to recruit at university and regional career fairs.
- Created, posted, and maintained web, newspaper, and radio hiring ads and screened all applicant resumes.
- Completed reference checks, orientations, and designed and implemented employee training programs.

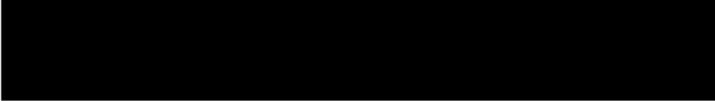
◆ **Vistakon, Johnson & Johnson Vision Care (Jacksonville, FL)**

June 2005 – March 2006

Sales Associate, Sales Leadership Development Program

- Served as the Acuvue inside sales rep for 500 eye care professionals across the nation.
- Ranked #1 in primary sales school of 20 sales representatives in cumulative product testing knowledge.
- Ranked #3 in sales out of 18 inside sales reps in the product launch of the Acuvue Oasis lens.

Kristen M. Denison
***PROPOSED PROJECT DIRECTOR**



EDUCATION

2008-2014 **Northwestern University**, Evanston, IL
Master of Arts in Public Policy & Administration

2002-2006 **Santa Clara University**, Santa Clara, CA
Bachelor of Arts Degree in Art History, June 2006
Member, National Society of Collegiate Scholars

EXPERIENCE

8/09-Present **Director of Development**, LEARN Charter School Network, Chicago, IL
LEARN Charter School Network is a high performing network of college prep elementary schools serving communities of need across Chicagoland.

- Responsible for securing over \$22 million in philanthropic support supporting LEARN Charter School Network's ambitious growth plans since FY2009
- Co-authored and secured LEARN's first U.S. Department of Education discretionary grant through the Charter Schools Program
- Assisted in stewardship of LEARN's most visible gift to date; \$1m from Oprah's Angel Network
- Increased total dollars raised from annual individual donors by 59%, driven by a greater volume of donors (+30%) and higher average donations
- Manage all reporting deadlines for all grants in development portfolio
- Assist President & CEO with external communications and messaging to key stakeholders
- Manage enrollment process for nine charter schools

3/09-7/09 **Development Research Intern**, Renaissance Schools Fund, Chicago, IL
The Renaissance Schools Fund is a nonprofit organization supporting Renaissance 2010, a Chicago Public Schools initiative intended to increase the number of high quality educational options in communities across Chicago.

- Identify and research potential supporters: corporations, foundations, and high net worth individuals
- Prepare and present in-depth prospect research profiles to senior staff
- Maintain confidential reference library of research reports, documents, journals, and articles for donor database

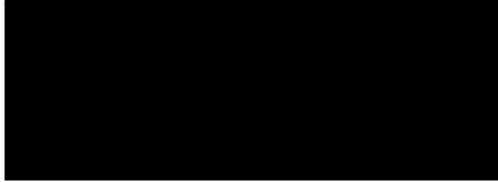
3/07-8/08 **Program Coordinator**, The BizWorld Foundation, San Francisco, CA
BizWorld develops "experiential learning programs that teach the basics of business, entrepreneurship, and money management and promote teamwork and leadership in the classroom." Over 200,000 students have participated in the BizWorld and BizWiz courses.

- Traveled nationally to represent BizWorld at education conferences
- Presented its programs to teachers, administrators, volunteers, donors and like-minded organizations
- Shared responsibility for marketing and advertising including the BizWorld website (www.bizworld.org) and quarterly newsletters
- Managed partnership with Google Grants and maintained Google AdWords and Analytics accounts
- Organized the 2007 and 2008 "Grand Prix" fundraising events; each raised over \$80,000

11/06-3/07 **Education Researcher**, New Orleans, LA
On behalf of a private foundation, identified and evaluated elementary schools serving at-risk children of post-Katrina New Orleans

- Developed an evaluation process incorporating school visits, inspections of facilities, interviews with administrators and faculty, and classroom observations
- Visited 22 charter and private schools throughout Orleans Parish and recommended six for financial support
- Assisted each of the six schools in the preparation and final review of proposals and budgets for facilities repair, school materials, crisis counseling and teacher development

CHRISTOPHER E. MAYNARD



EXECUTIVE TECHNOLOGY LEADER

Turnarounds / IT Solutions / Process Improvement / Disaster Recovery / Cost Control Change Management / Negotiations / Vendor & Contract Management / Strategic Planning Project Management / Policies & Procedures / Regulatory Compliance / Budgeting / Purchase Agreements / Operations / Board of Director Affairs / Coaching / Teambuilding

Visionary leader with a passion for and experience in leveraging technology to improve organizational effectiveness. Identified, defined and implemented key technology initiatives that supported organizational goals in collaboration with senior management and internal stakeholders. Served as primary relationship manager for external technical vendor partnerships. Developed appropriate and timely contingency plans. Oversaw all aspects of system testing and quality assurance reviews, including developing test plans and test cases. Established and implemented technology policies and procedures.

Key skills: Forward thinker, drawn to leading edge innovation and offering technical solutions that allow companies to better translate unique strengths into success. Strategic and creative, constantly challenging clients and teams to improve. Conceptual leader and known presence in technology innovation while effectively communicating advanced technical concepts to non-technical audiences. Strategist who also makes day-to-day technology decisions, builds exceptional technical teams, and drives out-of-box thinking.

SELECTED ACHIEVEMENTS

- Spearheaded project and renegotiated vendor contracts, completing installation two weeks early and saving >\$25K for LEARN Charter School Network.
- Identified need and developed template for Information Technology Department goals measurement, enabling better business decisions and ability to manage to 2% budget.
- Spearheaded project controlling SPAM, saving LEARN \$6K in FTE.
- Turned around LEARN's IT department, becoming strategic partner and go-to group for IT solutions.
- Improved processes at LEARN's IT department that drove same day response time from 10% to 90% and significantly decreased turnaround time for issue/request resolution.
- Developing new budgeting vehicle for LEARN to reduce companywide budget process.
- Created and managed the Project Management Office (PMO) for the Technology Department.
- Developed disaster recovery plan for Data Center at American Academy of Pediatrics (AAP), ensuring business continuity and prompting mandate for similar plans companywide.
- Managed and negotiated vendor contracts for AAP, saving >\$250K in first year on \$6M worth of contracts, with annual savings from bid to final negotiation averaging >\$100K per year.
- Developed and implemented IT solution that documented and significantly decreased call handling at AAP.

PROFESSIONAL CAREER HISTORY

Director of Information Technology, LEARN Charter School Network, 2013 to Present.

Recruited as head of IT and member of the Executive team to turn around department for \$38M public non-profit education company. Managed \$1M budget, one manager and five staff. Responsible for all aspects of strategic IT planning, implementation and support of network as an integral component of the organization business plan. Engineered turnaround of IT's performance and service levels. Transformed IT into a strategic business partner in the organization. Managed and delivered multiple large scale projects on time and within budget. Responsible for budgeting, design and support of all technology. Serve as chief consultant for technology. Contribute to definition of key strategic business objectives leveraging company's IT capability.

- Direct technical support, development and infrastructure operations for network of eight schools and administrative office.
 - Significantly improved service levels.
 - Established rapport and credibility with department heads.
 - Reduced average help-desk backlog to 90% same day response.
- Introduced and integrated new technologies: Internet and Intranet sites for parents and internal staff.
- Increased productivity through improved network capabilities, application deployments, and system integrations.
- Established best practices for processes / procedures within department and user community.
- Realized significant savings from renegotiations of contracts and vendor management.
- Partnered with business unit executives to identify, develop and implement IT opportunities to improve organization's operating effectiveness and financial performance.
- Implemented new data center for organization technology operations.

Manager, Information Technology / Project Management, American Academy of Pediatrics, 2004 to 2012.

Accountable for \$6M budget, three direct reports and 15 staff. Successfully implemented new Project Management Office (PMO) and tracked record for managing completion of large-scale development and infrastructure projects on time and within budget. Responsibilities included operational management leadership that reached across entire department.

- Created and managed PMO including the development and implementation of sustainable, formal project management methodologies and processes within the IT organization allowing for consistent and successful delivery of initiatives from IT staff.
- Developed IT governance team and process consisting of members from business units and Business Analyst to assist with project priorities based on organization goals and mission.
- Established processes, procedures and templates for both Waterfall and Agile development initiatives, as well as offshore partner engagements.
- Developed Balanced Scorecard for measuring strategy progress within IT Department.
- Negotiated savings of > 50% annually from contracts and vendor engagements for last five consecutive fiscal years.
- Created and implemented organization-wide technology disaster recovery plan.
- Developed department's strategic plans, resource plans and long-term forecasting projections.
- Led ongoing development of software and infrastructure projects and processes for effective and efficient delivery of products and systems.
- Developed and managed departmental budget.

Earlier: **Senior Technology Manager**, NSF International, 1998 to 2004.
 Information Systems Supervisor, Hospital Consolidated Labs, 1986 to 1998.

Education / Training / Certification

Concordia University
Business Administration & Health Care Administration

Wayne County Community College
Computer Programming / Systems Analysis

DePaul University
Management Certificate

International Institute for Learning
Project Management Certificate

Control Data Institute
Computer Information Systems

Associations / Memberships

Society of Information Managers (SIM)
Since 2010

Technology Leaders Association (TLA)
Since 2010

American Management Association (AMA)
Since 2008

Project Management Institute (PMI)
Since 2001

Joycelynn Stone, CPA, MBA



EXPERIENCE

2012-Present **LEARN Charter School** Chicago, IL
Director of Finance

- Lead the Finance team of four in managing the finance and accounting function of a 6 plus and growing charter network

2001–2012 **J.STONE & ASSOCIATES LLC** Chicago, IL
Accounting / Finance / Tax Consulting. The following services are provided:

- General Accounting (Bookkeeping, Accounts Payable, Accounts Receivable, etc.)
- Payroll Accounting
- Tax Compliance and Tax Consulting
- Business Start-up Consulting
- Budgeting / Forecasting
- Business Strategy Development and Implementation
- Business Process Development (to achieve internal efficiency)
- Investor / Lender Relationship Management
- Cost Accounting
- Marketing Support
- Month-end Closing
- Accounts Receivable Management
- Human Resources Management (Benefits, Insurance Management)
- Supervision of company bookkeepers (if applicable)
- Audit coordination and supervision including A-133 Audit

Current and Previous Clients: Betty Shabazz International Charter School, Chicago Urban League nextOne Program (3 years), Oakdale Covenant Church, Oakdale Christian Academy & Child Care Center, Luther High School South, Muntu Dance Theater, Illinois Network of Charter Schools, LEARN Charter School, Amandla Charter School, Choir Academy Charter School of Chicago, The Comfort Cake Company, LLC, Situs Real Estate, Phenomenal Fitness, Inc., Phenomenal Properties, LLC, TransPorter LLC, Interactive-Initiatives, LLC, Beaman Public Relations, Inc., CommonGround Marketing, JFG Mortgage Inc., Kairos Management LLC, R. Phillips LLC, Robinson Enterprises, Village Transportation Company, LLC, Robinson Rentals, Rising Son, Inc. (GNC Franchisee), OH Community Partners Inc,

1997 - 2001 **CSC STRATEGIC CONSULTING—e-Strategy Practice** Chicago, IL
Senior Consultant

- *Vision Development*—Led a team of six client and CSC personnel to develop the process and technology vision for a 25,000 employee examination division. Assessed customer needs and best practices relevant to the examination processes. Performed process mapping of the major activities and developed strategies and metrics for the major client-facing processes.
- *Business Case Development*—Led a cross-functional team of five to develop the business case for a software application acquisition and implementation. Developed the workplan for the engagement, created and populated the financial model and presented recommendations to senior executives for approval. Contributed to the development and refinement of the business case methodology for the entire organization.
- *Business Systems Strategic Planning*—Led several cross-functional teams to develop an enterprise process and technology plan for a major Federal governmental agency. Defined and assessed the performance of the major customer facing processes. Assigned target process metrics for improving customer service, reducing cycle times and enhancing revenue by analyzing relevant best practices and customer requirements. Participated in executive and employee alignment and approval meetings.
- *Operating Model Implementation*—Created and implemented the business case development and approval process in an Information Systems department of 500 employees. Developed the business case financial model that incorporated a project risk determination and its impact on project benefits. Led sessions to train employees on the new methodology and usage of the model.
- *Operations Productivity Analysis*—Created new operating models for several departments of a restaurant chain's corporate headquarters which contributed to over \$100M in cost savings. Identified and implemented process enhancements, such as EDI, and productivity tools such as total cost of ownership and

Joycelynn Stone, CPA, MBA

software requirements management. Presented findings and recommendations to a panel of senior executives for approval.

- *Operational Stabilization and Turn-Around*—Participated in a team that stabilized the operations of a payroll department after a failed People Soft implementation. Developed and executed a training program which decreased the number of daily employee complaints by 50%. Implemented a performance metrics process for the call center, which included assisting in the development of a measurement model to track employee and departmental performance.

Summer, 1996 **McDonald's Corporation**

Oak Brook, IL

Strategic Management Intern, Operations Technology

- *Business Case Development*— Created financial funding model that projected pricing, costs, funding and financing aspects of a proposed integrated restaurant technology system over a five year period. Analyzed quick service restaurant and other franchising benchmarks to identify creative funding methods.
- *Market Research*—Developed the marketing research surveys for 700 domestic and international franchisees to determine the desired features and price point of a potential restaurant system. Supervised outside research company and integrated results into financial funding model.

1989 - 1995 **Ernst & Young**

Indianapolis, IN

Attained CPA License in 1992

Tax Manager, Entrepreneurial Services Department, 1994 – 1995

Senior Tax Consultant, Entrepreneurial Services Department, 1992-194

Staff/Senior Auditor, 1989 -1992

- *Small Business Support*— Compiled the financial statements for a local venture capital fund (five funds in all) and prepared the annual tax return for the organization and their partners.
- *Financial Statement Review*- Reviewed the general ledgers for 15 real estate brokerage companies, prepared closing and adjusting journal entries, updated and maintained asset management systems (BNA software utilized) and prepared annual financial statements and tax return.
- *Project Delivery*— Generated \$100,000 in tax savings through research and implementation of corporate, international and individual strategies for a coupon service company. Coordinated and implemented the planning, interim and final audit procedures for financial institutions, not-for-profits and healthcare organizations.
- *Project Management*—Managed six senior and staff personnel plus several part-time employees in the completion of several compliance and consulting projects. Provided recommendations to upper management regarding personnel promotions and evaluations
- *Relationship Management* — Managed the audit, tax compliance and tax consulting services for several entrepreneurial clients with revenues ranging from \$100M – 500M. Generated \$500,000 annually in service revenue.
- *Practice Development*— Created and implemented a departmental preparation and review process that was used to complete property tax returns for approximately 350 clients per year. Successful process was adopted the following years by the entire tax department.

EDUCATION

June, 1997 **J. L. Kellogg Graduate School of Management**

Evanston, IL

Northwestern University

Master of Management degree, June 1997; concentrations in finance, marketing and economics.

- Participated in a small team that developed the business case for an entrepreneurial telecommunications installation company. Responsible for the financial model development which was ultimately accepted by the client and potential financing agencies.
- President, Black Management Association. Successfully implemented a Black Alumni Network, which was affiliated with the general Alumni organization. Created a Kellogg-wide talent event to raise money for local charities.

May, 1989 **Purdue University**

West Lafayette, IN

Bachelor of Science degree May 1989; major in accounting, minor in general management.

PR/Award # U282M150008

Joycelynn Stone, CPA, MBA

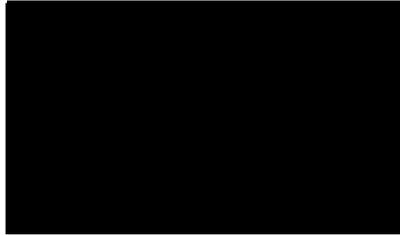


- Treasurer, Purdue Mortar Board organization. Selected based upon academic standing and community service.
- Teacher's Assistant for biological science class. Included teaching classes and tutoring

OTHER DATA

- Obtained my Certified Public Accountant's license in 1992
- Currently a member of the Trinity United Church of Christ Child Care Centers' Board of Directors
- Member of the Catalyst School's Board of Directors for three years

Dr. Margaret W. Longo



SUMMARY

Results oriented administrator with comprehensive experience in development and implementation of best practice educational models. Strong leadership and interpersonal skills. Experience in curriculum, finance, construction and legal and legislative functions. Extensive experience in general and special educational settings.

2014-Present

ECHO Joint Agreement-Co-Interim Director

- Provide leadership for the cooperative serving 17 South Suburban School Districts
- Guide all areas of policy development
- Restructure the budget processes to achieve a balanced budget
- Institute processes supporting the development of effective curriculum, instruction and assessment processes
- Provide regular communication to Board Members and Staff regarding ongoing cooperative-wide goals and objectives
- Support all member districts in their implementation of a least restrictive environment
- Deliver professional development opportunities for member school districts
- Support legislative initiatives regarding school district reorganization
- Serve on the Women's Board for Franczek Radelet, LTD.
- Illinois Certified as an Evaluator of Administrators and Teachers
- State Certified Director of Special Education
- Provide State of Illinois Mandatory Board Member Leadership Training Workshops

2005-2013 (Retired)

Forest Ridge Elementary School District 142, Oak Forest, Illinois, Superintendent; Interim Superintendent Fall, 2013

- Provided leadership for four schools in continuous improvement
- Achieved adequate yearly progress within two years in all schools removing the district from academic warning
- Raised academic achievement by over thirty percentage points in all schools

- Provided the framework for academic improvement through a curriculum model guided by Common Core Standards, mapping, concept development and common assessment
- Directed a process for improving evaluation of staff using the Charlotte Danielson Framework
- Negotiated contracts with internal bargaining units and outside providers
- Coordinated district and building level professional development
- Balanced the district budget
- Achieved Illinois Honor Roll Status for all schools
- Administered and co-chaired Board Policy review and Policy implementation
- Served as President for South Cook County Illinois Association of School Administrators
- Served as a board member for South Cooperative for Public Education (Elected)
- Served as a board President for the Southwest Cook County Cooperative for Special Education
- Served as a board member for MILE, a consortium of school leaders affiliated with Governor's State University
- Conduct executive searches at the state and national level
- Served as a state board member for the Illinois Association of School Administrators (Elected) Retired

2004-2005

Illinois State Board of Education, Chicago, Illinois, Principal Education Consultant

- Developed, implemented, and evaluated programs that impact on the services for students with disabilities
- Monitored special education programs
- Acted as communication link between various publics
- Provided programmatic consultation
- Conducted review visits to local education agencies to ensure compliance with state and federal regulations and the Corey H. Settlement agreement
- Analyzed data, develop investigative plans, interview, analyze findings and prepare corrective action plans to ensure educational opportunities in the least restrictive environment
- Provided research and technical assistance to educators, administrators, parents, organizations, and other agencies
- Assisted in the accomplishment of other regulatory functions including complaint investigation, policy and procedures review, and due process
- Assisted in the ongoing development and revision of statewide compliance review systems

2003-2004

**Puffer Hefty Elementary School District 69, Downers Grove, Illinois,
Superintendent (*District Dissolved and Consolidated in July, 2004*)**

- Conducted all functions of the district office including, business, curriculum and legislative responsibilities
- Coordinated all legal and legislative efforts to prevent involuntary district dissolution and annexation
- Developed the school district budget
- Established the school district levy
- Supervised all aspects of disbursement of the budget, maintaining a 4.0 financial recognition rating from the Illinois State Board of Education
- Coordinated district level and building level staff development
- Implemented curriculum mapping and concept based curriculum development
- Served as the district administrative representative to the Legislative Educational Network of DuPage (LEND)
- Served on the Federal No Child Left Behind Committee (LEND)
- Served on the Illinois School Finance Committee (LEND)
- Coordinated district and school public relations efforts
- Served as Administrative member of the Local Teacher Professional Development Committee
- Developed and implemented district policy

1990-2003

**Central Junior High School, Evergreen Park, Illinois School District 124,
Principal**

*National Department of Education Blue Ribbon School of Excellence 1999/2000
Illinois State Board of Education Blue Ribbon School of Excellence 1999/2000*

- Developed and managed differentiated curriculum for an early childhood, 7th and 8th grade building
- Supervised and evaluated a staff of 55 teachers, aides and support staff
- Coordinated building level and district in-service and staff development activities
- Developed a District Personnel Manual
- Developed a Procedure Manual for implementation of Board Policy
- Wrote and secured grants for early childhood and student support
- Wrote and administered Title II Grant
- Served on the Building Utilization Committee at the building and district level
- Administered a supply, capital equipment and travel budget
- Principal of Positive Aspects of Learning Summer Program
- Coordinator of district special events

- Administrative member of the district assessment and curriculum committees
- Coordinator of the district discipline committee
- Chair of district teacher evaluation team
- National Blue Ribbon School Evaluator
- Administrative member of the teacher contractual negotiation team
- Administrative coordinator of fine arts and music
- Past Chairman South Cook Intermediate Service Center Administrators Academy Board
- Planning Committee Member Illinois Association of Supervision and Curriculum Development Annual Conference
- Member of the South Cook County Safe Schools Task Force
- Senior Quality Reviewer, Illinois State Board of Education
- Quality Review External Review Committee Member, School District 135
- Strategic Planning Facilitator and Board Member for Christ the King School
- Member of the Illinois State Board of Education Language Arts Task Force
- Chairman of North Central Evaluation Team, School District 122
- Received recognition as an instructional leader from the Illinois Service Center 4 and the Illinois Association of Supervision and Curriculum Development

1988-1990

Lincoln School, Calumet City SD 156, Principal

- Developed and managed curriculum for a Pre-Kindergarten-8th grade building
- Served as administrative member of the reading, language arts, science and social science curriculum committees as part of a multi-district consortium
- Supervised and evaluated a staff of 56 teachers, aides and staff
- Directed all in house special education activities
- Developed a school wide behavior management program
- Significantly improved reading scores through a comprehensive reading improvement and study skills program
- Developed a school-wide behavior management program
- Student support team coordinator
- Administrative member of the "In Touch" District Drug and Alcohol Awareness/Prevention Committee
- Served on the Thornton Fractional Vocational Committee
- Served on the South Metropolitan Association Strategic Planning Committee
- Served on the Multi-District Language Arts Curriculum Revision Committee
- Coordinated a program to provide food, clothing, and child care services to needy district families

1986-1988

Hinsdale Central High School, District 86, Department Chairman, Student Support Team Coordinator, Public/Private Placement Liaison

- Supervised and evaluated a staff of 13 teachers and aides
- Coordinated efforts of school professionals through student support team in the areas of pre-intervention, case study, home/hospital tutoring and annual review
- Administered a supply, capital equipment, and travel budget for the Special Education Department
- Supervised the efforts of teachers developing a behavior disorder, self-contained, and study skills curriculum
- Developed a community resource list for parents and professionals
- Developed specific procedures for SST meetings and annual reviews to encourage total team participation
- Served on a committee to develop a mission statement for Hinsdale Central High School
- Chaired the Educational Services self-study for the NCA evaluation
- Provided crisis intervention/mediation for special education students
- Coordinated with regular education department chairmen and teachers to insure proper placement of students

1983-1986

Downers Grove High School, District 99, Team Leader, Teacher

- Coordinated activities of 6 teachers, psychologist, social worker, dean, counselor, and aide
- Maintained a semi-self contained classroom for Behavior Disorder and Emotionally Disturbed Adolescents
- Maintained a resource room for learning disabled adolescents
- Served on the Building and District Inservice Committees
- Chaired a sub-committee for the development of district inservice needs assessments
- Served on the Language Arts Task Force Committee
- Served on the Building Drug and Alcohol Committee
- Served on sub-committee for Parent Awareness Program
- Head Coach Cheerleading Squad, Class of '87 Sponsor
- Board member ICCA, State of Illinois Clinics Coordinator
- Secretary, St. Barnabas Athletic Board
- Board member Behavior Disorder Interventions

1981-1983

Thornton Fractional South, District 215, Teacher BD/LD

- Maintained a subject area oriented resource room for behavior disorder and emotionally disturbed adolescents
- Maintained a subject area oriented resource room for learning disabled adolescents

- Conducted diagnostic testing and evaluations for new and continuing students
- Monitored students in mainstream classes
- Sponsor Pon Pom squad, Freshman Class, Co-Sponsor Girl's Cheerleading, Girl's Club

1981 Summer

Pritzker School, Michael Reese Hospital, Intern BD/LD

- Maintained a self-contained class of seven emotionally disturbed students
- Worked with therapists to implement proper specialized programming

1980-1981

Thornwood High School, District 205, Teacher BD/LB

- Maintained a Behavior Disorder Resource Room for 10 emotionally disturbed adolescents
- Maintained a Learning Disabilities Resource Room for 7 LD adolescents
- Worked with families of resource room students
- Homebound studies teacher for one physically disabled student
- Co-sponsor Girl's Cheerleading Squad
- Sponsor, Thornwood Pep Club

1979-1980

South Metropolitan Association, Graphic Design and Public Relations

- Created publications regarding low incidence service availability
- Assisted in the development of staff continuing education activities to benefit 55 suburban school districts.

1979

Thornton Community College, Teacher, Night Division Art Department

- Continuing Adult Education

1977-1979

Thornwood High School, District 205, Teacher

- Taught Speech, Design and General Art at the Secondary Level
- Worked with students to prepare them for national scholastic competition
- Responsible for fund raising for the Art Department Scholarship Fund
- Member of the Writing Standards Committee
- Worked with Special Programs Department with mainstreamed students

1978 Summer

City of Markham, Cultural Arts Director

- Directed a CETA Program
- Designed and implemented programs for community residents
- Hired and supervised a staff of 12
- Purchased program materials and maintained budget
- Responsible for public relations to support program
- Provided youth counseling
- Implemented disciplinary action

- 1976** **Riverdale Park District, Arts Program Coordinator**
- Designed and implemented children’s program in art

PROFESSIONAL ORGANIZATIONS

- Association of Supervision and Curriculum Development
- Council of Exceptional Children
- Beverly Area Planning Association
- National Council of Teachers of Mathematics
- National Council of Teachers of Social Studies
- National Council of Teachers of Science
- National Council of Teachers of English
- Board Member and Strategic Planning Chair; Christ the King School
- National Staff Development Council
- American Association of School Administrators
- Illinois Association of School Administrators Board Member
- MILE; Governor’s State University

EDUCATION

- 2003** **Northern Illinois University**
- Doctorate in Leadership and Educational Administration with a Finance Concentration
- 1984-1986** **Chicago State University**
- Graduate work in Administration and Supervision
 - Recipient of Academic Scholarship GPA 4.8/5.0
- 1983 Summer** **University of Illinois, Chicago Campus**
- Masters of Arts, Behavior Disorders/Learning Disabilities
- 1977-1979** **University of Illinois, Chicago Campus**
- Graduate work in Special Education
 - Concentration in Behavior Disorders/Learning Disabilities
 - Participated in Bilingual Seminar through Illinois State University
- 1975-1977** **University of Illinois, Chicago Campus**
- Baccalaureate of Arts Degree, minor in English and Social Studies
 - Graduated with honors and distinction GPA 4.5/5.0
- 1972-1975** **Thornton Community College**
- Associate of Art Degree
 - Graduated with honors
 - Phi Delta Kappa

PROFESSIONAL PRESENTATIONS

- October 1986 The Illinois Secondary Needs Conference; Champaign, Illinois
 “The Team Approach”
- January 1987 St. Barnabas Parent Network; Chicago, Illinois

August 1987	"Adolescent Stress and Teen Suicide"
March 1989	Cablevision Series, <u>Testimony</u> "Mainstreaming"
	Memorial Junior High School Career Day
	"What it Takes To Be A Teacher"
October 1989	Thornton Fractional Cooperative
	"Teaching Writing Across the Curriculum"
February 1990	Facilitator, Grade Level Articulation
1996-2001	Senior Evaluator; Illinois State Board of Education
2000-2001	North Central Association Chair of the Simmons Middle School Evaluation Team
1998-2000	Fall Conference Planning Committee; IASCD
2000-2001	Strategic Planning Facilitator; Christ the King School
2000-2002	IASCD Research Committee
2001-2002	Orland Park Elementary School District 135 External Review Team
2001-2002	National Department of Education Blue Ribbon School Evaluator
2003	AERA Conference, Paper Presentation
2007	Transitioning Practices in United States Public Schools (China)
2010	Fiscal Accountability and Transparency in Public Schools
2010	Restructuring of the Regional Office of Education, Cook County
2011	NABSE-Aspiring Superintendents Conference
2012	Responsible Pension Reform Summit
2009-2012	Economic Summit in conjunction with the Illinois Association of School Business Officials
2012	Economic Planning and Negotiations in Difficult Economic Times
2012-Present	Illinois State Board of Education School Board Training Consultant

Ramona Singletary-Robertson

PROFESSIONAL WORK EXPERIENCE

LEARN CHARTER SCHOOL SYSTEM – Chicago, Illinois

Charter elementary school system founded in 2001 with a unique mission of preparing primary school students for successful high school and college experiences. LEARN is a multisite education enterprise with eight campuses in Chicago and the northern suburbs.

Director of Student Support Services (July 2009 to Present)

Serve as key member of the leadership team. Accountable for all systems, programs and services that support and promote the holistic development and success of over 3,500 students system-wide and compliment academic excellence by providing individual and family social-emotional support.

- Provide individual and group counseling to address the social and emotional needs of student's. Advise staff and faculty partners in approaches to ensure academic, social, and behavioral development of students.
- Develop and implement programs that provide enrichment and vocational opportunities for students. Cultivate and develop partnerships and alliances with Tier 1 and Tier 2 high schools to enhance successful transition to optimal secondary and post-secondary schools.
- Provide services to students with special needs as identified in Individualized Education Plans and by academic partners.
- Implement, maintain and assist staff with a Mutli-Tiered System of Support (MTSS), which matches instructional and intervention strategies that support the needs of students.
- Assist with the development and implementation of the student advisory program that addresses the social and emotional needs of students.
- Accountable for the medical supervision and care of our students. Responsible for the relative training and ongoing education support of LEARN faculty and staff, relative to students medical and social-emotional needs.
- Direct a staff of 25 including psychologist, social workers, school counselors, speech and language pathologist, occupational therapist, physical therapist, special education case managers, nurses, behavioral interventionist and special education paraprofessionals.

HENRY FORD ACADEMY – POWER HOUSE CHARTER HIGH SCHOOL, Chicago, Illinois

Chicago site of the Michigan-based model, conceived, developed 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 July 2009)

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

- Conducted individual, small group and classroom counseling sessions to monitor academic and social development. Directed the development of individualized plans to address developmental and academic achievement gaps for students.
- Built and maintained relationships with colleges and universities in developing college transition initiatives. Partnered with college and universities to plan college tours and other applicable events.
- Designed and implemented annual recruitment plan. Served as primary liaison to feeder elementary and middle schools.
- Provided prevention and counseling services to students and their families. Made referrals for outside intervention services for students and their families.
- Participated in strategic planning discussions relative to student school-life issues and services.

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.

Independent Contractor (October 2006 to September 2011)

- Conducted weekly in-home therapy with clients currently involved with the Illinois Department of Children and Family Services (DCFS).
- Prepared quarterly court reports for DCFS cases.
- Collaborated and planned treatment with case managers and others involved in client care.

NORTH LAWNDALE COLLEGE PREPARATORY HIGH SCHOOL, Chicago, Illinois
Premier charter high school of the Chicago Public School system with a strategic mission 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 the psychological, sociological and learning challenges of inner-city high school students.

- Conducted mental health assessments on students referred by school counselors, instructors and other staff members. Planned, designed and facilitated weekly group meetings on anger management, grief and depression and domestic violence and abuse.
- Developed treatment 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.
- Served as chief faculty liaison to all local and national college and university partners. Also responsible for cultivating new partnerships with corporations and 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.
- Managed 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.
- 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.

Student Advocate (August 1998 to July 2002)

Served as the institution's first student advocate and counselor. Assisted students with understanding and management of social, behavioral and personal problems, emphasizing preventative and developmental counseling. Used educational, occupational and economic information to aid students in making and carrying out educational and vocational objectives.

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)

EDUCATION

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

National-Louis University – Evanston, Illinois

Type 73 Certificate – School Counselor- IEIN 834339

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

Aurora University – Aurora, Illinois

PROFESSIONAL and CIVIC AFFILIATIONS

Member - American School Counselor Association (ASCA)

Member – American Counseling Association (ACA)

REFERENCES AND SALARY HISTORY AVAILABLE UPON REQUEST

Professional Experience:

3/2009 – Current

Senior Manager of Data and Assessment
LEARN Charter Schools

Support leadership team and school staff of charter network with implementing norm-based, standards-aligned assessments, including providing analysis of test results, and training for teachers in interpreting results to drive classroom 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
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
1992 President's Leadership and Service Award

Jamila (McClinton) Trimuel

WORK EXPERIENCE

Broad Residency in Urban Education, Chicago, IL
Senior Project Manager, LEARN Charter School Network

June 2014 – Present

Participant of the Broad Residency in Urban Education, an intensive two-year management development program that trains emerging leaders for senior management positions within large urban districts. Concurrently, through a rigorous professional development program, Broad Residents come to understand the context of urban education and the best organizational practices from the private and public sectors. Program culminates in a Master's in Educational Leadership.

Primary responsibilities as a Senior Project Manager at LEARN Charter School Network will include identifying expansion communities and opening new schools to grow the Network by 2020.

Northwestern Memorial Hospital, Chicago, IL

August 2006 – June 2014

Service Line Project Leader, Business Development and Strategic Planning (Promoted in 2010 and 2012)

Valued internal consultant collaborating with executive and physician leadership to determine short and long term goals for NMH's Oncology and Orthopedics service line

- Led a multi-disciplinary team of eight to develop a Radiosurgery Institute program plan which was approved for funding by senior leadership; Participated in on-site reviews of current operations, documented gaps, and developed an action plan to resolve potential problems
- Appointed Project Manager of the newly formed Oncology planning committee to develop a system-wide approach to cancer care under the direction of NM leadership
- Advanced Northwestern's Molecular Diagnostics program by researching best practices, interviewing key stakeholders, identified new programmatic requests and developed a financial pro forma
- Developed and led current state, competitive, growth and profitability analysis for a 5-year Orthopedics strategic plan
- Served on the Network Development committee charged with developing a strategy to expand access into the North Market; efforts resulted in the creation of the Glenview Comprehensive Multispecialty Center located in the northern suburbs
- Presenter for the Truven Health Advantage Conference 2013 in Scottsdale, Arizona - Topic: Expanding Primary Care Services
- Coached and trained junior associate staff to ensure their growth within the department

Robert Wood Johnson Health System, New Brunswick, NJ

July 2005 – July 2006

Administrative Resident

- Developed a business plan for an urgent care center; senior executive team accepted recommendation and decided not to pursue
- Served as an internal patient flow consultant revealing factors that contributed to overcrowding in the Emergency Department
- Led a team of 14 employees that performed unannounced chart reviews in order to ensure compliance with JCAHO regulations and to create a culture of continuous survey readiness
- Improved scheduling efficiency at RWJ Medical Associates resulting in 160 more patients seen per month
- Led a team that increased co-payments in the Emergency Department by 70% in two months using the FOCUS/PDCA (process improvement) methodology

Rush University Medical Center, Chicago, IL

September 2004 – July 2005

Project Coordinator, Gastroenterology and Nutrition

- Conducted a financial feasibility study for the purchase of H. Pylori breath test kits
- Developed a just-in-time inventory procedure for ordering Remicade which decreased expenses by \$10,000 - \$20,000 per month
- Created and implemented a process improvement plan that decreased the call abandonment rate by 5%
- Managed implementation of a new dictation system in the eight physician practice; achieved successful physician adoption and reduced transcription expenses by 15%
- Developed a marketing plan for a new colon cancer screening survey
- Negotiated contracts which reduced expenses for automated messaging services by 10%

VOLUNTEER EXPERIENCE

Ladies of Virtue (LOV), Chicago, IL

June 2009 - Present

Founder

- Ladies of Virtue targets girls, ages 10 – 18, who live in the Chicagoland area; 83% are either low income and/or first generation college students
- Developed LOV CARES, a service learning program that focuses on teaching basic project management skills to 42 young ladies from under-served communities; the goal is to provide hands on leadership experience to prepare participants for success as college students, employees and adults. LOV CARES has served over 200 students and is in partnership with the Project Management Institute (PMI) and NIKE Chicago. In June 2013, LOV was awarded Team of the Year at the PMI volunteer recognition dinner
- Administered and monitored standard operating procedures for sites on the south and west sides of Chicago
- Hired, trained and evaluated student interns to further enhance their career goals

YMCA – Black and Latino Achievers (BLA), Chicago, IL

January 2010 – Present

- Provided leadership and public speaking training to participants in the BLA program
- Highlighted as a YMCA mentor on February 8, 2012 - <http://www.ymcachicago.org/blog/entry/y-mentor-spotlight-jamila-mcclinton/>

Toastmasters International, Chicago, IL

July 2010 – July 2013

Chair, Youth Leadership Program (YLP) District 30 (appointed Chair July 2012)

- Provided leadership and public speaking training to youth in the Chicago-land area
- Responded to requests for assistance, information or materials from the 4,000 Toastmasters members in District 30 about the Youth Leadership Program

COMPUTER SKILLS

Proficient with Microsoft Excel, PowerPoint, Word, Access, Compdata; Familiar with Claritas, EPIC, Truven Health

AFFILIATIONS

Schweitzer Fellow, Health and Medicine Policy Research Group (HMPRG)

Ladies of Virtue - Chicago (LOV)

Toastmasters International

YMCA's Black and Latino Achievers (BLA) Program

Metropolitan Board of the Chicago Urban League

AWARDS

Team of the Year Award – Ladies of Virtue Partnership, Project Management Institute

July 2013

Dr. Martin Luther King Jr. 2012 Humanitarian Award, Northwestern Memorial Hospital

January 2012

Our Stock Price is Rising Award, Department of Business Development and Planning

January 2012

A.R.I.S.E. Business Plan Competition 2nd Place Winner

November 2011

EDUCATION

American Management Association (AMA), Skokie, IL

2012 - 2013

Completed 35 hours of project management training with the goal of obtaining the PMP designation by December 2014

Northwestern University, Kellogg School of Management, Chicago, IL

2010 – 2011

Kellogg Executive Scholar; Certificate of Professional Achievement in Nonprofit Management

Northwestern Memorial Hospital, Chicago, IL

Project Management Training Course

2009

Rush University, Chicago, IL

2003 – 2005

Master of Science in Health Systems Management

Received a grant of \$10,000 from the Press Ganey Best Practices Research Program

University of Illinois, Champaign-Urbana, IL

1999 – 2003

Bachelor of Science in Community Health with Honors; Concentration in Finance

MATTHEW B. SMITH

EDUCATION **Northwestern University** **Evanston, IL**
Masters of Science in Education 2003
Cumulative GPA- 4.0

Providence College **Providence, RI**
Bachelor of Arts, Political Science 1998

EXPERIENCE **LEARN Charter School Network** **Chicago, IL**
Assistant Director of Talent May 2014 to Present
Senior Manager of Talent Acquisition February 2011 to May 2014

- Responsible for all aspects of talent acquisition strategy for a Network of 9 schools and 400+ employees.
- Assisted with the growth of the Network from 4 schools to 9 in 4 years.
- Interview over 1000 candidates per year for school-based and Network leadership level positions.
- Recruit and hire an average of 130 instructional staff and school leaders annually.
- Collaborate with CEO and Network leaders to address employee relations concerns for the Network and conduct outreach to staff to proactively address staff concerns.
- Work with Network leadership to improve internal communication concerning hiring.

Accelerate Institute (formerly Inner-City Teaching Corps) **Chicago, IL**
Director of Outreach and Partnerships September 2007 to February 2011

- Developed and implemented the organization's first outreach and partnership operational plan.
- Responsible for maintaining and cultivating relationships with national, state, and local corporations, foundations, nonprofit organizations, government agencies, and civic leaders to raise organizational awareness and funding for the Inner-City Teaching Corps.
- Implemented rebranding, organizational communications strategies and maintained the organization's website.
- Advocated for Inner-City Teaching Corps' position on educational policy issues.

UNITE Director July 2002 to September 2007

- Responsible for recruiting, interviewing, selecting, and supporting mid-career and retired professionals to change careers and become teachers.
- Supervised 40 UNITE Teachers annually.
- Worked with the Executive Director on strategic planning issues. Developed, maintained, and reported the annual UNITE budget.
- Created and implemented a support structure that served the holistic needs of UNITE Teachers.
- Researched, contacted, established, and maintained relationships with external constituencies.

St. Dorothy School **Chicago, IL**
Fourth Grade Teacher June 1998 to June 2002

- Managed/organized classroom of twenty six students.
- Appointed Faculty Liaison to the Family School Association.
- Group Leader for Eighth Grade trips to Paris, London, and Madrid.
- Terra Nova Test Coordinator.
- Moderator for the Junior Beta Club.
- Coordinator and Head Basketball Coach of K-2 and 3-4 Teams.

LEADERSHIP ACTIVITIES **Gift of Adoption Fund Illinois Board** **2008-Present**
Former Board Secretary, Junior Board Liaison and Marketing Chair

- Facilitate internal board communication, meeting minutes, and necessary reporting.
- Responsible for communication with the national organization staff and leadership.

HONORS Earned the Eagle Scout Award. "Heart of the School" Award recipient at St. Dorothy School, in addition to being nominated for archdiocesan award in two categories-Rising Star and Leadership.

Objective

Cisco Certified Network Associate with over 6 years' experience seeks position that will utilize exceptional training, certifications and experience as a network support

Technical Expertise

Server/OS:	Dell PowerEdge R710/720xd, Windows Server 2008 R2, SQL Server 2008/2012, Windows Domains, IBM X-Series Servers, VMware, Windows 2000/NT/XP/7, Linux
Hardware:	Cisco Routers and Switches, Brocade 6910, Comnet, HP, Cisco Firewall ASA 5520, 100 BaseT / 1000 BaseT Network, SFP
Software:	MS Office 2010, MS Exchange 2007/2010, Lotus Notes, PL/SQL, SQL, C, C++
Database:	Oracle 10g, MySQL
Network:	LAN, WAN, VPN, VLAN, Active Directory, DNS, DHCP, TCP/IP, RIP, OSPF, VoIP

Work History

Learn Charter School Network -Chicago, IL

Aug 2013 -

Present

Network Administrator (Contract)

Responsibilities:

- Maintaining network infrastructure such as **switches, routers, servers** and diagnoses problems with these or with the behavior of network-attached devices.
- Knowledge of Cisco client **VPN** configuration.
- Managing **Exchange Server 2010** for entire organization.
- Implemented **VMware ESX** server to provide multiple virtual hardware platforms while keeping hardware costs and energy consumption down.
- Managing technical services of Windows network infrastructure, including **Active Directory** and **Group Policy**.
- Administer multiple disjoint **Active Directory Forests, Domains, DHCP, DNS** and various other Infrastructure services.
- Respond to individual users' difficulties with computer systems, provide instructions and sometimes **training, and diagnose** and solve common problems.
- Specialist in **computer and network security**, including the administration of security devices such as **firewalls**, as well as consulting on general security measures.
- Responsible for **device optimization and provisioning**.
- Performing server **backup/restores, monitoring, reporting, and troubleshooting**.
- Assist as part of a team in building and managing lab environments with complex settings, configurations, topologies and equipment including servers and various network elements.

Convergent Technologies - Schaumburg, IL

Apr 2013 - June

2013

Sr. Network Engineer (Contract)

Responsibilities:

- **Configured and VLAN setup** on Brocade 6910, HP & Comnet Switches.
- Configured and monitored **Cisco 2500, 2600, 1800 Routers** using **RIP and OSPF**. Configured **ERP Ring Topology**.
- Provide intranet **VPN solution** using **Cisco 2900 and IPSec Tunneling**.
- Implemented **Cisco IOS Firewall IDS** using 2600 series router
- Maintained **router and switch configurations** updated and changed configurations depending on project requirements and documentation.
- **Troubleshooting of network problems** - Made physical changes to routers and switches in order to increase performance. Worked with long range **LHA, LX & SX fiber optics (SFP)**.
- Upgraded **Cisco Routers, Switches and Firewall (ASA) IOS** using **TFTP**.
- Working knowledge of **Layer-2 Switching, Vlan's and Access-list**. Performed IP addressing & subnetting for network design. Implemented traffic filters using **Standard and Extended access-lists**
- Basic knowledge of **Multi-Protocol Label Switching (MPLS), Voice over IP (VoIP), Firewall, Cisco Call**

Manager and routing protocol BGP. Good understanding of OSI Model, TCP/IP protocol suite (IP, ARP, ICMP, TCP, UDP, SMTP, SNTP, FTP, TFTP)

*Chicago Meditation Center - Chicago, IL
2013*

Dec 2012 - March

System Administrator

Responsibilities:

- **Managed systems configuration and maintenance, problem troubleshooting, system and program security, applications and program management, planning and directing upgrades, and testing operations to ensure optimum system functionality.**
- **Troubleshoot server hardware issues** and work with service providers to facilitate repairs.
- Investigated **new technologies, software, patches, and security packages**, which will improve system **performance** and systems administration procedures.

*WRC Engineering Co. Pvt. Ltd, India
2012*

Aug 2009 - Nov

Network Engineer/System Admin

Responsibilities:

- Performed installations, **technical support, troubleshooting and maintenance of network equipment, installed and upgraded software and hardware equipment.**
- Duties included **LAN/WAN daily operations: Router & switch configurations/Access lists.**
- Manage sever servers including **IIS Server, Exchange Server, and file, print and domain servers.**
- **Install, troubleshoot and support** several users and operations systems, including Windows and Linux.
- Increased reliability by migrating **legacy systems** to open source applications.
- Hands-on experience in providing **user account administration and network security.**
- Working experience of **Active Directory, Domain Name System, Windows Internet Naming Service, and Microsoft Exchange.**
- Experience with TCP, IP and IP routing, LAN, WAN designs, bridges and switches, OSI model and fiber optic technology.
- Network troubleshooting in complex environments, **VLAN configurations, port trucking.**
- Administer multiple disjoint **Active Directory Forests, Domains, DHCP, DNS** and various other Infrastructure services. Trust relationships setup, **dcpromo** and decommission of AD.
- **VMware mixed mode support environment customer test environment.**

Education

2004, Masters in Computer Applications (MCA) - Sardar Patel University, India

Certifications

Cisco Certified Network Associate (CCNA)
Oracle Database 10g Administrator Certified Professional (OCP)

Status

[REDACTED]

References

Available Upon Request

LEARN Charter School Network

Board of Directors Biographies

Loren Beadle, Chairman of the Board of Directors – 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, and a former partner at Accenture, a \$30+ billion global consulting and technology company. During his distinguished 23-year career at Accenture, he led the company's Midwest retail consulting practice, with over 800 employees and \$100+ million in annual revenues. Loren holds a BS in systems analysis from Miami University. In addition to supporting 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.

Janice Lucchesi, Board Treasurer - 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 in 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 bachelor's degree from Rice University and earned a masters degree in management from Northwestern University's Kellogg Graduate School of Management.

Jennifer D. Molinar, Board Secretary and Senior Legal Counsel, CVS Caremark – 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 and is a current member of the Hispanic Lawyers Association and the American Bar Association. She 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- Secretary, Illinois Department of Financial and Professional

Regulation

Schneider brings an assortment of experiences and professional skill sets to the LEARN board. He received professional accreditations practicing law and also as a certified public accountant. Prior to his current role at the Illinois Department of Financial and Professional Regulation, Schneider worked for Walgreen Company as the Divisional Vice President of Health law, where he was responsible for the development and management of governmental initiatives at the federal, state, and local levels for Walgreens Health Services. Schneider recently served as a board member on the Illinois State Board of Elections. Schneider received his bachelor of science in accountancy from Tri-State University and graduated *magna cum laude* from University of Wisconsin Law School, and earned a master's degree in business administration with a concentration in finance from the DePaul University Graduate School of Business.

Charles Campbell- Retired Finance Executive – 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 bachelor's degree in economics and earned a master's degree in business administration from the University of Chicago Graduate School of Business.

Leslie J. Anderson - Senior Vice President/District Market Manager, BMO 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.

Vineeta Raketich- Managing Director, Global Operations & Client Relations, Harris

Associates – Vineeta Raketich is Managing Director, Global Operations & Client Relations at Harris Associates. Raketich, who has twenty years of business experience, joined her current firm Harris Associates L.P. in 1995. In addition to her Managing Director roles she serves as a Vice President for The Oakmark Funds. Previously, she was Supervisor, Mutual Fund and

Institutional Services with Harris Associates L.P.; and an Analyst at The Barnes Alliance.

Vineeta holds a BS in finance from DePaul University and a master of science in taxation from DePaul University.

Susan Snyder, Retired Telecom Executive, AT&T – Snyder is a former Vice President of Market Operations for AT&T Wireless. Over the course of her career, Snyder held a variety of positions and led efforts in marketing, sales, and strategic planning. Snyder also served as the Winnetka Park Board Commissioner for eight years. Snyder received her BS from the University of the Pacific and her MBA from Harvard Graduate School of Business.

Daniel T. Fahner- Partner, Locke Lord LLP – Fahner focuses his practice on a broad range of commercial litigation matters, as well as corporate internal investigations and compliance and FCPA investigations. He also has substantial regulatory experience in the areas of immigration and disability rights. Fahner has experience in all phases of litigation and has represented litigants in state and federal courts, as well as in arbitrations and mediations.

From 2007 to 2009, Fahner served in the United States Department of Justice. As Counsel to the Assistant Attorney General in the Civil Rights Division, he supervised the enforcement of federal antidiscrimination statutes, including the Americans with Disabilities Act and a wide variety of employment and immigration laws. As Senior Counsel for the Office of Legal Policy, Fahner analyzed complex legal and regulatory issues and coordinated the Department's efforts on a number of policy initiatives, including those involving disability rights and immigration. He also conducted judicial vets for potential nominees for Article III judgeships. In both capacities, he regularly worked with the White House, other Executive Branch agencies and Congress on regulatory and legislative issues. From 2005 to 2007, Fahner served at the United States Department of Homeland Security as Special Assistant to the

Assistant Secretary in charge of Immigration and Customs Enforcement. In that capacity, he handled a wide variety of policy and legal issues related to ICE's enforcement of immigration and customs laws.

Prior to his time in government service, he was an associate in the Litigation Department of Greenberg Traurig's Chicago office from 2001 to 2005. Fahner received his bachelor's degree in political science from the University of Michigan followed and his JD from Northwestern University School of Law.

Margaret V. Romano – Life Trustee and Educator- 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 (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 bachelor's degree in education from the Chicago Teachers College.



Congress of the United States
House of Representatives
Washington, D.C.

DANNY K. DAVIS
7TH DISTRICT - ILLINOIS

June 16, 2015

Stefan Huh
Charter Schools Program Director
Office of Innovation and Improvement
U. S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202

Dear Mr. Huh:

Please accept this communiqué as a letter in support of LEARN Charter School Network's application to the Charter Schools Program Replication and Expansion of High-Quality Charter Schools grant competition.

LEARN currently serves nearly 3,600 students in grades pre-kindergarten through eighth grade across eight elementary charter schools. These students are overwhelmingly low-income (92%) and minority (96%) and enter with skills below grade level. LEARN has a proven track record in accelerating their achievement. By 8th grade, LEARN students are exceeding state averages on the Illinois Standards Achievement Test. In 2014, 62% of LEARN Chicago 8th graders met or exceeded standards in reading compared to only 56% of 8th graders statewide. The gap was even wider in math with 84% of LEARN Chicago 8th graders meeting or exceeding standards compared to only 60% of 8th graders statewide.

LEARN is closing achievement gaps between disadvantaged students and their more advantaged peers. They are well positioned to expand and provide more families with a high-quality public charter education.

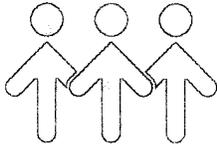
I trust the application will receive all due consideration.

Sincerely,



Danny K. Davis
Member of Congress

DKD:ic



July 13, 2015

Stefan Huh
Charter Schools Program Director
Office of Innovation and Improvement
U. S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202

Dear Mr. Huh,

I am writing to express my support for LEARN Charter School Network's application for the Charter Schools Program Replication and Expansion of High-Quality Charter Schools grant competition. As a Partner at the Charter School Growth Fund and an investor in the highest performing charter school networks in the nation, I fully support the expansion of high quality charter schools like LEARN, which improve educational opportunities for our nation's children.

A nationally regarded operator of high-performing, free, public charter schools in the Chicago area, LEARN is setting a powerful example of the impact that an excellent charter school can have on students and families at scale. LEARN currently serves nearly 3,600 students in pre-kindergarten through eighth grades across eight schools. A predominately low-income and minority population, LEARN students consistently outperform the local district on the IL state test. In 2014, LEARN's 8th graders out-scored Chicago Public School students' proficiency rates by nearly 30 points in math and over 15 points in reading. Nationally, LEARN students exceed the national averages across math and reading on the NWEA Measures of Academic Progress (MAP) test; LEARN's scores also rank in the top quartile of Charter School Growth Fund investments.

We are long-time supporters of LEARN—we have made two investments in their growth, initially in 2010 and then again in 2014. LEARN has consistently met performance milestones and has efficiently grown the team's capacity and sophistication as the network scaled. This grant will strengthen LEARN's ability to grow and make a positive, long-lasting difference in Chicago's public education system. We fully support LEARN's application and are excited by their continued growth.

Sincerely,



Darryl Cobb
Partner
Charter School Growth Fund



150 N Michigan Ave
Suite 430
Chicago, IL 60601

P 312.629.2063
E info@incschools.org
www.incschools.org

June 17, 2015

Mr. Stefan Huh
Charter Schools Program Director
Office of Innovation and Improvement
United States Department of Education
400 Maryland Ave SW
Washington, DC 20202

Dear Stefan:

I am pleased to submit this letter in support of the LEARN Charter School Network's application to the Charter Schools Program Replication and Expansion of High-Quality Charter Schools grant competition. I strongly recommend LEARN's candidacy for this grant and encourage you to give its application your utmost attention and consideration.

Since opening its first campus in 2001, LEARN has transformed the lives of students from many of the most challenged neighborhoods in Chicago and North Chicago. LEARN now serves nearly 3,600 students in grades pre-kindergarten through 8th grade across eight elementary charter schools. These students are overwhelmingly low-income (92%) and minority (96%) and enter with skills below grade level. However, LEARN has a proven track record in accelerating the achievement of its students. By 8th grade, LEARN students are exceeding state averages on the Illinois Standards Achievement Test (ISAT). In 2014, 62% of LEARN Chicago 8th graders met or exceeded standards in reading compared to only 56% of 8th graders statewide. The gap was even wider in math, where 84% of LEARN Chicago 8th graders meet or exceed standards, compared with only 60% of 8th graders statewide. LEARN is truly closing achievement gaps between disadvantaged students and their more advantaged peers.

It is important to point out that LEARN provides extensive student supports within its challenging, holistic academic environment to ensure students are able to meet its high academic expectations. A result of LEARN's efforts, it is delivering on its promise to prepare students for college: to date, 95% of LEARN alumni graduate from high school, and 95% of LEARN alumni attend college, with 71% enrolling in four-year colleges or universities and 24% enrolling first in two-year colleges.

The LEARN Charter School Network is a true leader in Illinois's charter public school community. We are pleased to endorse LEARN's work to prepare children and their families for high school and college success. We encourage your support of this application.

Sincerely,

Andrew W. Broy
President



A BETTER CHICAGO

600 WEST VAN BUREN STREET SUITE 510 CHICAGO, IL 60607

WWW.ABETTERCHICAGO.ORG

Stefan Huh
Charter Schools Program Director
Office of Innovation and Improvement
U. S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202

Dear Mr. Huh:

I am pleased to write this letter in support of LEARN Charter School Network's application to the Charter Schools Program Replication and Expansion of High-Quality Charter Schools grant competition.

LEARN currently serves nearly 3,600 students in grades pre-kindergarten through eighth grade across eight elementary charter schools. These students are overwhelmingly low-income (92%) and minority (96%) and enter with skills below grade level. But LEARN has a proven track record in accelerating their achievement. By 8th grade, LEARN students are exceeding state averages on the Illinois Standards Achievement Test. In 2014, 62% of LEARN Chicago 8th graders met or exceeded standards in reading compared to only 56% of 8th graders statewide. The gap was even wider in math with 84% of LEARN Chicago 8th graders meeting or exceeding standards compared to only 60% of 8th graders statewide. LEARN is truly closing achievement gaps between disadvantaged students and their more advantaged peers.

LEARN has been at the forefront of the charter school movement in Chicagoland, meeting the critical need for high-quality school options in diverse, underserved communities in the city of Chicago and North Chicago in Lake County. They are well positioned to expand and provide more families with a high-quality public charter education.

We are pleased to endorse LEARN Charter School Network's work to prepare children and their families for high school and college success. We encourage your support of this application.

Sincerely,



Anson Henry
Managing Director + Head of Programs

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)

LAWDALE 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)

LAWDALE 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.



Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0457561954
Apr 22, 2010 LTR 147C
36-4439074

LAWNDALE EDUCATIONAL AND REGIONAL
% GREGORY WHITE
1132 S HOMAN AVE
CHICAGO IL 60624-4344 322

Taxpayer Identification Number: 36-4439074

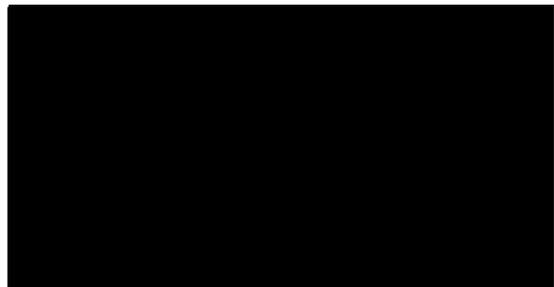
Form(s):

Dear Taxpayer:

This letter is in response to your telephone inquiry of April 22nd, 2010.

Your Employer Identification Number (EIN) is 36-4439074. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.



ARTICLES OF INCORPORATION

(Do Not Write in This Space)

SUBMIT IN DUPLICATE

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."
DO NOT SEND CASH!

Date 10/10/00

Filing Fee \$50

TO: JESSE WHITE, Secretary of State

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1986," the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

Article 1. The name of the corporation is: Lawndale Educational And Regional Network Charter School

Article 2: The name and address of the initial registered agent and registered office are:

Registered Agent Dale J. Atkinson
First Name Middle Name Last Name
Registered Office 1603 Orrington Avenue, Suite 2080
Number Street (Do not use P.O. Box)
Evanston, IL 60201
City ZIP Code Cook County

Article 3: The first Board of Directors shall be 8 in number, their names and residential addresses being as follows: (Not less than three)

Director's Names	Number	Street	Address City	State
See attached.				

Article 4. The purposes for which the corporation is organized are:

This corporation is organized for educational and charitable purposes.

Is this corporation a Condominium Association as established under the Condominium Property Act?
 Yes No (Check one)

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? Yes No (Check one)

Is this a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure? Yes No

Article 5. Other provisions (please use separate page):
See attached.

Article 6.

NAMES & ADDRESSES OF INCORPORATORS

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated October 9, 2000
(Month & Day) (Year)

SIGNATURES AND NAMES

POST OFFICE ADDRESS

[Redacted Signature]

Julia C. Works
Name (please print)

2. _____
Signature
Name (please print)

3. _____
Signature
Name (please print)

4. _____
Signature
Name (please print)

5. _____
Signature
Name (please print)

1. 1603 Orrington Avenue, Suite 2080
Street
Evanston, IL 60201
City/Town State ZIP

2. _____
Street
City/Town State ZIP

3. _____
Street
City/Town State ZIP

4. _____
Street
City/Town State ZIP

5. _____
Street
City/Town State ZIP

(Signatures must be in **BLACK INK** on original document. Carbon copied, photocopied or rubber stamped signatures may only be used on the true copy.)

- If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice-President and verified by him, and attested by its Secretary or an Assistant Secretary.
- The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in this State, or a domestic or foreign corporation, authorized to act as a registered agent.
- The registered office may be, but need not be, the same as its principal office.
- A corporation which is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

FOR INSERTS - USE WHITE PAPER - SIZE 8 1/2 x 11

File No. _____

FORM NFP-102.10
ARTICLES OF INCORPORATION
under the
GENERAL NOT FOR PROFIT
CORPORATION ACT
of

FILED

OCT 10 2000

JESSE WHITE
SECRETARY OF STATE

SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
SPRINGFIELD, ILLINOIS 62788
TELEPHONE (217) 782-9522
782-9523
(These Articles Must Be Executed and Filed
in Duplicate)

Filing Fee \$50
C-157.11

ARTICLES OF INCORPORATION

(Do Not Write in This Space)

http://www.scs.state.il.us

SUBMIT IN DUPLICATE

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

Date

Filing Fee \$50

Approved: _____

DO NOT SEND CASH

TO: JESSE WHITE, Secretary of State

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1936," the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

Lawndale Educational And

Article 1. The name of the corporation is: Regional Network

Article 2: The name and address of the initial registered agent and registered office are:

Registered Agent	Julia	C.	Works
	First Name	Middle Name	Last Name
Registered Office	1603 Orrington Avenue, Suite 2080		
	Number	Street	(Do not use P.O. Box)
	Evanston	IL 60201	Cook
	City	ZIP Code	County

Article 3: The first Board of Directors shall be 3 in number, their names and residential addresses being as follows: (Not less than three)

Director's Names	Number	Street	Address City	State
Gary Gries, President, Murdock, Coll & Lillibridge		222 N. LaSalle, Suite 410, Chicago,	IL	60601
Gary C. Garratt,		230 E. Delaware, Chicago,	IL	60611
David Iterro,		2 North LaSalle St., Chicago,	IL	60602

Article 4 The purposes for which the corporation is organized are:

This corporation is organized for educational and charitable purposes.

Is this corporation a Condominium Association as established under the Condominium Property Act?
 Yes No (Check one)

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? Yes No (Check one)

Is this a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure? Yes No

Article 5. Other provisions (please use separate page):

NAMES & ADDRESSES OF INCORPORATORS

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated October 3, 2000 (Month & Day) (Year)

SIGNATURES AND NAMES

POST OFFICE ADDRESS

1. 
 Name (please print) Julia C. Works

2. Signature _____
 Name (please print) _____

3. Signature _____
 Name (please print) _____

4. Signature _____
 Name (please print) _____

5. Signature _____
 Name (please print) _____

1. Street _____
 City/Town _____ State _____ ZIP _____

2. Street _____
 City/Town _____ State _____ ZIP _____

3. Street _____
 City/Town _____ State _____ ZIP _____

4. Street _____
 City/Town _____ State _____ ZIP _____

5. Street _____
 City/Town _____ State _____ ZIP _____

(Signatures must be in BLACK INK on original document. Carbon copied, photocopied or rubber stamped signatures may only be used on the true copy.)

- If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice-President and verified by him, and attested by its Secretary or an Assistant Secretary.
- The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in this State, or a domestic or foreign corporation, authorized to act as a registered agent.
- The registered office may be, but need not be, the same as its principal office.
- A corporation which is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

FOR INSERTS - USE WHITE PAPER - SIZE 8 1/2 x 11

File No. _____

FORM NFP-102.10
 ARTICLES OF INCORPORATION
 under the
 GENERAL NOT FOR PROFIT
 CORPORATION ACT
 of _____

SECRETARY OF STATE
 DEPARTMENT OF BUSINESS SERVICES
 CORPORATION DIVISION
 SPRINGFIELD, ILLINOIS 62756
 TELEPHONE (217) 782-0522
 702-0523
 (These Articles Must Be Executed and Filed
 in Duplicate)

Filing Fee \$50
 C-157.11

BY-LAWS
OF
LAWNDALE EDUCATIONAL AND REGIONAL NETWORK
CHARTER SCHOOL
(an Illinois not-for-profit corporation)

ARTICLE I

Offices

The corporation shall continuously maintain in the State of Illinois a registered office and a registered agent whose office is identical with such registered office, at such place as the Board of Directors shall from time to time determine.

ARTICLE II

Purpose

Section 1. The Lawndale Educational And Regional Network Charter School (hereinafter referred to as the L.E.A.R.N. Charter School) is a public charter school whose mission is to provide a public, high quality education for young people in the Lawndale region. The students will be children enrolled in Kindergarten through Grade Eight (8) and the school will operate in a year-round, multi-grade classroom arrangement. The school will seek to prepare students to become contributing citizens of tomorrow in a safe, nurturing environment today. L.E.A.R.N. Charter School will seek to provide the tools necessary for its students to create a better life and to embrace a successful vision for their futures. The school shall be operated for educational purposes only.

Section 2. The corporation is organized exclusively for charitable, religious, educational and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law).

Section 3. In the furtherance of its stated charitable, educational and scientific objects and purposes, but not any other objects or purposes, the corporation may exercise the following powers to the extent permitted by law:

To receive, accept, hold and administer funds exclusively for such objects and purposes, and, to what end, to take and receive, by bequest, devise, gift or benefit or trust, any property, real, personal, tangible or intangible, wheresoever located;

To purchase, otherwise acquire, construct upon, or lease any property, real or personal, tangible or intangible, including, but not limited to, securities and secure obligations of any nature whatsoever, wherever located;

To hold, sell, lease, convey and otherwise dispose of any property so received, purchased, constructed or otherwise acquired, and invest and reinvest the principal thereof, and receive, invest and reinvest the income there from;

To add any such income to principal, and to deal with use, expend, convey, donate, assign or otherwise transfer the property of the corporation whether principal or income, exclusively for its objects or purposes; and to hold uninvested any part or all of its funds for such length of time as may be necessary or desirable to carry out such objects and purposes;

To exercise its rights, powers and privileges by holding meetings of its Board of Directors, and by keeping its books and by employing personnel and establishing one or more offices, branches, subdivisions and agencies in any part of the United States of America and elsewhere; and

To do everything and anything reasonably and lawfully necessary, proper, suitable or convenient to achieve its stated objects and purposes.

Section 4. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law); or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law).

Section 5. Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine.

ARTICLE III

Teaching Staff, Academics and Student Body

Section 1. Teaching Staff

The teaching staff shall be supervised by the Executive Director, who shall be chosen by the Board of Directors and who shall report to the Board. All classroom personnel, teachers, assistants, etc. shall report to the Executive Director and be subject to the Executive Director's verbal and written instructions. Salary and personnel administration shall be the sole responsibility of the Executive Director in conformity with policies set by the Board of Directors. The Board of Directors shall not discriminate on the basis of race, color, or national or ethnic origin in its hiring practices.

Section 2. Academic Policy

Academic policy, curriculum, teaching methods, textbooks, and other matters pertaining to academics shall be the responsibility of the Executive Director and shall be carried out in consultation with the Board of Directors and in conformity with the Purpose and Mission Statement of the L.E.A.R.N. Charter School and the Charter granted to the L.E.A.R.N. Charter School by the Chicago Public School Board.

Section 3. Student Body

While enrollment is open to all Chicago students, it is hoped that children of the Lawndale community between kindergarten and eighth grade would attend the L.E.A.R.N. Charter School. All students will be required to submit an application for enrollment into L.E.A.R.N. Charter School. The enrollment process shall be designed to enable the school to communicate its goals and procedures. In addition, all students will be tested for placement purposes. The testing will not preclude a student from enrollment but will allow for proper placement in specific courses of study. The enrollment process shall be the responsibility of the Executive Director and other staff members and will be limited in number to the capacity of the school to be determined by the Executive Director in consultation with the Board of Directors.

Section 4. Nondiscrimination Policy as to Students

The L.E.A.R.N. Charter School shall admit students of any race, color, national and ethnic origin to all rights, privileges, programs, and activities generally accorded or made available to students at the school. It shall not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic or other school-administered programs.

ARTICLE IV

Board of Directors

Section 1. General Powers

The business, property and affairs of the corporation shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications

The Board of Directors shall determine from time to time the number of directors which shall be a maximum of fifteen (15) and a minimum of three (3). The directors shall be elected at an annual meeting and shall serve for terms of three (3) years. The terms shall be staggered with the intent that not more than one-third (1/3) of the board shall be replaced in a given year. The number to be elected at such annual meeting shall be determined by the Board of Directors.

Section 3. Regular Meetings

The Annual Meeting of the Board of Directors shall be held within three (3) months of the end of each fiscal year at a place to be determined by the Board. The Board shall meet at least quarterly on dates determined by the Board. The Board of Directors may provide by resolution the time and place, for the meetings of the Board without notice other than such resolution.

Section 4. Special Meetings

Special meetings of the Board of Directors may be called at the request of the President or a majority of the directors. The Secretary shall fix the time and place for any special meetings.

Section 5. Notice

Notice of any meeting of the Board of Directors shall be given at least two (2) days previously thereto if by telephone or five (5) days previously thereto if by written notice. Written notice shall be sent to the director's address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. Mail, postage prepaid. Notice of any meeting of the Board of Directors may be waived in writing signed by the person or persons entitled to the notice either before or after the time of the meeting.

Section 6. Quorum

A majority of the current number of Board Members shall constitute a quorum for the transaction of business at any meeting of the Board, provided that if a quorum is not present at any meeting, a majority of the directors present may adjourn the meeting to another time.

Section 7. Manner of Acting

On votes of the Board of Directors, a simple majority of a quorum will prevail if not otherwise prescribed. A two thirds (2/3) vote of the total Board of Directors shall be required for:

- A. The hiring or release of the Executive Director, and
- B. Approval to purchase or sell real estate.

Section 8. Executive Committee Action

The President, Vice President, Treasurer and Secretary shall constitute the Executive Committee which Committee may act on behalf of the Board of Directors between Board meetings. A majority of the Executive Committee shall be required to transact any business unless otherwise required by these By-Laws.

Section 9. Vacancies

Any vacancy occurring on the Board of Directors shall be filled by action of the remaining Board members.

Section 10. Compensation

Directors shall not receive any compensation but shall be reimbursed for reasonable expenses incurred on behalf of the corporation.

Section 11. Honorary Board Members, Advisory Committee, Ex Officio Members

The Board of Directors may appoint honorary board members and/or advisory board members under whatever title desired for fund raising, consultant services, organizational support and other activities. Such appointments shall be for a period of time determined by the Board. The Director and other teachers may be invited to attend Board meetings.

Section 12. Annual Report by the President

A written Annual Report shall be prepared by the President each year under the direction of the Board of Directors and shall be presented at the Annual Meeting.

Section 13. Removal

Any member of the Board may be removed for any reason upon a majority vote of the total number of Board members of the corporation.

ARTICLE V

Officers

Section 1. The Officers

The Officers shall be elected by the Board of Directors at the annual meeting of the Board as provided in these By-Laws. Only members of the Board shall be eligible to serve as officers. The Officers shall be: President, Vice President, Secretary and Treasurer.

Section 2. The President

The President shall be elected in even numbered years. The President shall preside at all meetings of the Board of Directors and the Executive Committee; shall be an ex officio member of all other committees; shall execute in the name of the School all documents relating to the acquisition or disposal of property as directed by the Board of Directors; and shall perform such other duties as may be necessary or required, as directed by the Board of Directors.

Section 3. The Vice President

The Vice President shall be elected in even numbered years. The Vice President shall, in the absence or the disability of the President, perform the duties of the President. In the event of the resignation, removal or death of the President, the Vice President shall serve the unexpired term until the next election of a President.

Section 4. The Secretary

The Secretary shall be elected in even number years. The Secretary shall be responsible for keeping all official records of the Board; shall be in charge of all mailings and shall keep a correct set of corporate records and minutes of the meetings of the Board of Directors and Executive Committee.

Section 5. The Treasurer

The Treasurer shall be elected in even number years. The Treasurer shall be the custodian of the funds of the Board and School; shall keep accurate financial records of the School; shall deposit all monies of the School in a bank designated by the Board of Directors. The Treasurer's books and records shall be audited annually by an auditor selected by the Board.

Section 6. Vacancies

Vacancies in the office of the Vice President, Secretary or Treasurer shall be filled by an election at the next Board of Directors' meeting following the notice of vacancy.

Section 7. Removal from Office

Any officer of the Board of Directors may be removed from office by a three fourths (3/4) vote of the number of the Board of Directors.

ARTICLE VI

Committees

Section 1. Committees

The Board of Directors, from time to time, may designate such committees as it deems necessary to carry out the purposes of the corporation.

Section 2. Appointment

Members of the various committees shall be appointed by the President.

Section 3. Term of Office

Each member of a committee shall continue as such until the next annual meeting of the Board of Directors and until his/her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall refuse, be unable to act or shall be removed.

Section 4. Chairman

One member of each committee shall be appointed Chairman by the committee members.

Section 5. Vacancies

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6. Quorum

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of a quorum shall be the act of the committee.

ARTICLE VII

Contracts, Checks, Deposits and Funds

Section 1. Contracts

The Board of Directors may authorize any officer or officers, agent or agents of the corporation, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President, or a Vice President of the corporation.

Section 3. Deposits

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 4. Gifts

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or, devise for the general purpose or for any special purpose of the corporation.

ARTICLE VIII

Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceeding of its members, Board of Directs, and committees, and shall keep at the registered or principal office a recording giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE IX

Fiscal Year

The fiscal year of the corporation shall end on the last day of June of each year.

ARTICLE X

Seal

The corporate seal shall have inscribed thereon the name of the corporation and the words, "Corporate Seal, Illinois".

ARTICLE XI

Waiver of Notice

Whenever any notice is required to be given under the provision of the General Not-For-Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or the By-Laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII

Amendments

The power to alter, amend, or repeal the By-Laws or adopt new By-Laws shall be vested in the Board of Directors. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given. The By-Laws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with law or the Articles of Incorporation.

ARTICLE XIII

Miscellaneous Provisions

Section 1. Indemnification of Directors, Officers and Employees

Any person made or threatened with being made a party to any action, suit or proceeding (civil, criminal or administrative) by reason of the fact that he/she is or was a director, officer or employee of the corporation or of any corporation which he/she served in any such capacity at the request of the corporation shall be indemnified by the corporation against judgments, fines and other liabilities (including attorney's fees) incurred in connection with the investigation, defense or threat thereof; provided however that:

- a) In the event of final adjudication of such action, suit or proceeding, such person shall not be indemnified hereunder with respect to any matter as to which he/she shall be adjudged liable for material negligence or material misconduct in the performance of his/her duties to the corporation; or,
- b) In the event that such action, suit or proceeding or threat thereof, such persons shall not be indemnified hereunder unless it shall be determined that he/she acted without material negligence and that his/her action did not constitute material misconduct in the performance of his/her duties to the corporation.

A judgment or conviction in a criminal action, suit or proceeding or termination of such proceeding by a plea of nolo contendere or its equivalent shall not be deemed an adjudication that the director, officer or employee was taken in good faith in what he considered to be the best interests of the corporation and the reasonable assumption of its legality.

As used in these By-Laws, the words "it shall be determined" mean that the matter in question shall be determined either (1) by a court order, or (2) by a majority of those directors who are not parties to the suit, action or proceeding in which the matter is involved, or (3) by independent counsel selected by (x) a majority of the directors who are not such parties, or (y) a majority of the disinterested members of the corporation or (z) a judge of the U.S. District Court located in Chicago, Illinois.

The foregoing right of indemnification shall not be exclusive of any other rights which any director, officer or employee may have as a matter of law. The foregoing rights of indemnification shall, in the case of the death of a director, officer or employee, inure to the benefit of his/her successors.

Appendix E Schools Operated by Applicant

The following chart shows LEARN Charter School campuses, grade levels, addresses, administrators, and facilities:

Campus	Grades for 2015-2016	Address	Principals 2015-2016 (only administrators)	Separate Facilities, Staffs and Students
LEARN Romano Butler	K-8 th	1120 S. Homan Ave, Chicago, IL 60624	Robin Johnson	Yes
LEARN Excel	K-5 th	3021 W. Carroll Ave, Chicago, IL 60612	Sekou Robertson	Yes
LEARN Campbell	K-5 th	212 S. Francisco Ave, Chicago, IL 60612	Karin McGuire	Yes
LEARN South Chicago	K-8 th	8914 S. Buffalo, Chicago, IL 60617	Tina Walker	Yes
LEARN Hunter Perkins	K-7 th	1700 W. 83 rd St, Chicago, IL 60620	Jon Bennett	Yes
LEARN 6 Campus in North Chicago	K-8 th	3131 N. Sheridan Rd, Great Lakes, IL 60088	Kelly Tyson	Yes
LEARN 7 Elementary School	K-5 th	3021 W. Carroll Ave, Chicago, IL 60612	TaMikka Sykes	Yes
LEARN 8 Middle School	6 th -8 th	3021 W. Carroll, Chicago, IL 60612	Jessica Beasley	Yes
LEARN 9 Campus in Waukegan	K-3 rd	540 S. McAlister, Waukegan, IL 60085	Dr. Cassandra Brooks	Yes

Please refer to the attachment referenced above to view applicable information. Page numbers are referenced below.

a) A copy of the charter agreement

LEARN Charter Schools in Chicago.....pages 1 – 73

LEARN 6 Campus in North Chicago.....pages 74 – 102

LEARN 9 Campus in Waukegan.....pages 103 - 130

b) Documentation of whether the charter schools were established and are recognized as separate schools under state law (i.e., the applicable state statute or unique school identification number issued by the state);

LEARN Charter Schools in Chicago are recognized as one network with Chicago Public Schools as our authorizer. These schools are: LEARN Romano Butler, LEARN Excel, LEARN Campbell, LEARN South Chicago, LEARN Hunter Perkins, LEARN 7 Elementary School, and LEARN 8 Middle School. LEARN 6 Campus in North Chicago is recognized as another school with North Chicago School District 187 as our authorizer. LEARN 9 Campus in Waukegan is recognized as another school authorized by the Illinois State Charter School Commission. However, each school has separate administrators and locations. Please refer to pages 140 – 141 for a list of administrators and locations.

c) A copy of the performance agreements with the authorized public chartering agency, if different from the charter agreement;

LEARN 6 Campus in North Chicago.....pages 131 - 139

The performance agreements for LEARN Charter Schools in Chicago and LEARN 9 Campus in Waukegan are enclosed with our charter school agreements.

d) Physical locations of the schools - **enclosed (pages 140 - 141)**

e) Documentation of whether the schools have separate facilities, staffs, and student bodies – **enclosed. Pages 140 - 141 show a list of LEARN campuses, grade levels, addresses, principals, and facilities/staff/student information. Pages 142 - 176 are as follows:**

Quit Claim Deed for LEARN Romano Butler.....pages 142 – 144

Executed Lease Agreement for LEARN Campbell.....pages 145 – 153

Executed MOU for LEARN South Chicago.....pages 154 - 157

Closing Documents for LEARN Hunter Perkins.....pages 158 – 162

Navy Lease for LEARN 6 Campus in North Chicago.....pages 163 – 166

Closing document for Herro Campus.....pages 167 - 173

(LEARN Excel, LEARN 7 Elementary School, and LEARN 8 Middle School are operated separately within Herro Campus)

Executed Lease Agreement for LEARN 9 Campus in Waukegan.....pages 174 - 176

f) Documentation of whether day to day operations at the separate schools are carried out by different administrators, and of whether schools are run by separate principals. - **enclosed (pages 140 – 141)**

LEARN Charter School Agreement – Chicago Schools

- ✓ **LEARN Romano Butler Campus**
 - ✓ **LEARN Excel Campus**
 - ✓ **LEARN Campbell Campus**
 - ✓ **LEARN South Chicago Campus**
- ✓ **LEARN Hunter Perkins Campus**
 - ✓ **LEARN 7 Elementary School**
 - ✓ **LEARN 8 Middle School**



**Board of Education of the City of Chicago
Law Department**

James L. Bebley
General Counsel

1 North Dearborn Street, Suite 900
Chicago, IL 60602
Telephone: (773) 553-1700
Fax: (773) 553-1703

March 9, 2015

Lawndale Educational and Regional Network Charter School; Inc.
(L.E.A.R.N. Charter School – GSR#38)
212 S. Francisco Avenue
Chicago, IL 60612
Attn: Greg White, President & CEO

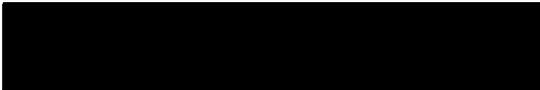
Re: Certification of Compliance & Amended and Restated Renewal of
Charter and Charter School Agreement

Dear Mr. White:

Enclosed for your file is one fully-executed original of the above-referenced agreement.

Please call me if you have any questions.

Sincerely,


Abenaa M. Redus
Assistant General Counsel

AMR/dd
Enclosure

**CERTIFICATION OF COMPLIANCE WITH
THE CHARTER SCHOOLS LAW**

The undersigned do hereby certify that the Board of Education of the City of Chicago and Lawndale Educational and Regional Network Charter School, Inc. have complied with all of the procedural requirements and application components set forth in the Charter Schools Law (105 ILCS 5/27A-1 et seq.) in relation to Lawndale Educational and Regional Network Charter School, Inc.'s application for a charter.

[Redacted Signature]

David J. Vitale, President
Board of Education of the City of Chicago

[Redacted Signature]

Charter School Governing Body

3/6/15
Date

3/2/15
Date

[Redacted Signature]

Estela G. Beltran, Secretary
Board of Education of the City of Chicago

3/6/15

Charter School Name: LEARN Charter School
Board Report Number: 14-0520-EX7

Approved as to Legal Form: [Redacted Signature]
James L. DeBroy, General Counsel
Board of Education of the City of Chicago

AMENDED AND RESTATED
RENEWAL OF CHARTER AND CHARTER SCHOOL AGREEMENT
(LEARN CHARTER SCHOOL)

THIS AMENDED AND RESTATED RENEWAL OF CHARTER AND CHARTER SCHOOL AGREEMENT ("Agreement") dated this 29th day of May, 2014 (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 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.*, as amended (the "Charter Schools Law").

RECITALS

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

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

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

WHEREAS, on 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 to renew its Charter School Agreement, and subsequently on July 16, 2006, the Charter School entered into a Renewal of the Charter School Agreement with the Board for a five (5) year term commencing July 16, 2006 and ending July 15, 2011, which was approved and certified by the State Board;

WHEREAS, on September 1, 2010, the Charter School submitted an application to the Board (the "Application") to renew its Charter School Agreement, portions of which Application are incorporated by reference as described in Exhibit A hereto; and

WHEREAS, the Charter School has operated as a school since the Fall of 2011 pursuant to the Renewal of Charter and Charter School Agreement dated as of July 16, 2011 by and between the Board and the Charter School;

WHEREAS, in February 2014, the Charter School submitted a material modification to its Application to the Board to which such modification was subsequently approved by the Board to restrict the grades served at its Charles and Dorothy Campbell Campus from Kindergarten through 8 to Kindergarten through 5; and

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

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

1. Recitals Incorporated by Reference. The recitals to this Agreement are incorporated herein by reference and made a part hereof.
2. Grant of Charter. Subject to the final certification by the State Board, the Charter School is hereby authorized, and granted a renewal of a charter in accordance with the Charter Schools Law and the terms and conditions of this Agreement, to operate a charter school as described herein.
3. Term of Agreement. This Agreement shall commence on the Effective

Date provided above, and shall expire at midnight, June 30, 2016, 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 the "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 Schools 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, Attendance Boundary, Lottery. The Charter School's enrollment shall be no more than 4,067 students during the term of this Agreement. The Charter School shall not permit dual enrollment of any student at both the Charter School and another public school or non-public school.

i. Attendance Boundary. Enrollment in the Charter School shall be open to any pupil who resides within the City of Chicago, provided that the Board may designate attendance boundaries for no more than one-third of the charter schools permitted in the City of Chicago if the Board determines that attendance boundaries are needed to relieve overcrowding or to better serve low-income and at-risk students. In the event that the Board makes a determination that an attendance boundary needs to be created for the Charter School, the Board shall notify the Charter School at least thirty (30) days prior to Board approval to give the Charter School an opportunity to provide comment regarding the establishment of its attendance boundary. Establishment of an attendance boundary for the Charter School is within the sole discretion of the Board.

ii. Lottery. The Charter School shall conduct and complete its lottery by a date determined by the Board's Office of Innovation and Incubation ("I&I") and communicated to the Charter School on an annual basis; provided that the Charter School does 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 I&I. 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 I&I 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 social security number, academic aptitude, special education needs or English language proficiency. The Charter School shall also not request an essay, parent-student behavioral contract, material review, or other such exercises as part of the application process. The application must be available to all parents and students without limitations, such as an open house or school visit requirement. 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 Board reserves the right to request additional information regarding the lottery process from the Charter School including, but not limited to, the names of students who participated in the lottery and a copy of the current waitlist of 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 in accordance with the accountability plans (collectively, the "Accountability Plans") described in paragraph 9 of this Agreement, provided that such goals, objectives and pupil performance standards shall at all times remain in compliance with Section 2-3.64 of the Illinois School Code, 105 ILCS 5/2-3.64.

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

paragraph 9 hereof.

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

i. School Year; School Days; Hours of Operation. Instruction shall commence in the 2014-2015 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 of the Charter School's existence. The days and hours of operation of the Charter School shall be as otherwise established by the Charter School in accordance with state law.

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

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

i. In the event that the Charter School elects to develop its own system of student discipline, the Charter School shall submit a proposed disciplinary code, including procedures for suspension and expulsion, to the Board for review no later than April 1, 2015, or April 1 of any subsequent year, shall adopt such disciplinary code no later than the 1st day of the subsequent academic year, including any reasonable modifications requested by the Board, and shall carry out all disciplinary actions in accordance with such disciplinary code. The Charter School shall comply at all times with applicable Federal due process requirements in its disciplinary activities. Students may only be expelled from the Charter School by a vote of the Charter School's governing board or a determination by its disciplinary committee consisting of directors of

the governing board who have been delegated such authority by the Charter School's governing board. In the event that any student is expelled from the Charter School by action of the Charter School, the Charter School shall promptly notify the Board of such expulsion and shall provide to the Board, no later than five (5) days following the expulsion of such student, a summary statement of the grounds and evidence warranting expulsion, a record of the proceedings in which the expulsion decision was made, as well as the official transcript of the expelled student. The Board shall evaluate the student's expulsion records and determine appropriate placement on a case-by-case basis.

ii. The Charter School may, at its option, elect to adopt the CPS Conduct Code effective at the beginning of any academic year, provided that the Charter School shall notify the Board of its election to do so no later than April 1, 2015 or April 1 of any subsequent year for which such election shall be effective. If the Charter School fails to submit a proposed disciplinary code or fails to adopt a disciplinary code, the CPS Conduct Code will be deemed to apply.

1. 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 directors.

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

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

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

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

For verification purposes, the Charter School shall provide to I&I the minutes of every governing board meeting held and any advertised copies of such meeting notices no later than thirty (30) calendar days after the

end of each quarter.

m. Student Transportation. The Charter School shall meet the transportation needs of its students including, the needs of its low-income and at-risk students, and homeless children and youth, in the manner set forth in its Application which transportation plan may include, but not be limited to, the following: coordinating with Chicago Public Schools to provide transportation for any students with disabilities who have Individualized Education Programs ("IEPs") in which transportation is required; participating in the state's 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. Once the Charter School identifies any students eligible for transportation assistance in accordance with the McKinney-Vento Homeless Assistance Act of 1987 (42 U.S.C. §11431 *et seq.*, as amended), the Charter School shall coordinate with the Board's Office of Support for Students in Temporary Living Situations to obtain and distribute transportation fares to such students.

n. 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 by administering the state-prescribed screening instrument or other suitable screening instrument; (3) shall provide a bilingual education or English as a Second Language program for such students; and (4) shall annually assess the English language proficiency of all identified English Language Learners by administering the state-mandated English language proficiency assessment. Notwithstanding anything to the contrary in this subparagraph, 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.

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 (as amended from time to time):

- 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) regarding fingerprint-based criminal history records checks and checks of the Statewide Sex Offender Database and the Statewide Child Murderer and Violent Offender Against Youth Database of applicants for employment;
- v. Section 24-24 and 34-84A of the Illinois School Code (105 ILCS 5/24-24; 105 ILCS 5/34-84A) regarding discipline of students;
- vi. The Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*);
- vii. Section 108.75 of the General Not For Profit Corporation Act of 1986 (805 ILCS 105/108.75) regarding indemnification of officers, directors, employees and agents;
- viii. The Abused and Neglected Child Reporting Act (325 ILCS 5/1 *et seq.*);
- ix. The Illinois School Student Records Act (105 ILCS 10/1 *et seq.*);
- x. The Freedom of Information Act (5 ILCS 140/1 *et seq.*);
- xi. The Open Meetings Act (5 ILCS 120/1.01 *et seq.*);
- xii. The Illinois Pension Code (40 ILCS 5/1-101 *et seq.*), subject to

the limitations set forth in paragraph 6.j. below;

xiii. The P-20 Longitudinal Education Data System Act;

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

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

b. Compliance with Agreement. The Charter School shall operate at all times in accordance with the terms of this Agreement including the Accountability Plans attached hereto as Exhibit C, the additional specific terms and conditions set forth in Attachment 1 and all other Exhibits attached hereto.

c. Maintenance of Corporate Status and Good Standing. The Charter School shall at all times maintain itself as an Illinois general not-for-profit corporation capable of exercising the functions of the Charter School under the laws of the State of Illinois, shall remain in good standing under the laws of the State of Illinois, and shall timely make all required filings with the office of the Illinois Secretary of State. Upon request, the Charter School shall provide the Board with certified copies of its Articles of Incorporation, a Certificate of Incorporation evidencing its incorporation as a nonprofit corporation, its Bylaws,

and all amendments or modifications thereto. The Charter School is also recognized as an organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code, and upon request, the Charter School shall provide the Board with copies of all filings relating to the Charter School maintaining 501(c)(3) exempt status.

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

No later than September 1 (first semester) and February 1 (second semester) of each year during the term of this Agreement, the Charter School shall provide the Board with a current list of all of its employees, and shall cause each of its subcontractors to provide the Board with a current list of all of such subcontractor's employees who shall come into direct, regular contact with pupils at the Charter School. Such lists shall contain the names, job positions, Illinois employee identification numbers and/or last four digits of the social security numbers of all applicable employees. Such list shall also indicate: (1) for each employee, the results of the fingerprint-based criminal background investigation and checks of the Statewide Sex Offender Database and the Statewide Child Murderer and Violent Offender Against Youth Database required under Section 34-18.5 of the School Code and paragraph 5.e. of this Agreement; 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 February 1 of any school year, the Charter School shall provide the Board with such evidence of certification or other qualification no later than five (5) business days prior to the individual's initial date of employment.

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

2005; the *Child Murderer Violent Offender Against Youth Notification Law*, created under Public Act 94-945. Such complete Records Check consists of the following:

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

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

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

f. Instructional Providers. The Charter School shall employ or otherwise utilize in instructional positions and shall require that its subcontractors employ or otherwise utilize in instructional positions only those individuals who are certificated under Article 21 of the Illinois School Code, 105 ILCS 5/21-1 *et seq.*, or who are otherwise qualified to teach under Section 27A-10(c) of the Charter Schools Law. The Charter School shall satisfy the required percentage of certificated individuals employed in instructional positions for its Charter School in accordance with Section 27A-10(c), (c-5) and (c-10) of the Charter Schools Law, as may be amended from time to time. If the Charter School receives 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; Change in Location; Temporary Change in Location in for Emergency; Compliance with Disability Access Laws and Regulations; ADA Plan.

i. Facilities. 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 S. Homan	K-8	600
Excel	3021 W. Carroll	K-5	525
Charles and Dorothy Campbell	212 S. Francisco	K-5	600
South Chicago	8914 S. Buffalo	K-8	596
Hunter Perkins	1700 W. 83 rd Street	K-8	596
Middle School	3021 W. Carroll	6-8	625
7 th	3021 W. Carroll	K-5	525

The Charter School shall have obtained and submitted to I&I for review no later than thirty (30) days prior to the commencement of operation of any Attendance Center: (1) all applicable zoning and 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), zoning and 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, 2014 that such leases, permits, certificates and approvals shall remain in force during the term of this Agreement.

ii. Change in Location. 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 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. I&I shall notify the Charter School whether it will recommend the change in location to the Board. Such a change in the physical location of an existing Attendance Center or the 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. Temporary Change in Location for Emergency.

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

- (1) The Charter School shall promptly repair any damage to the Attendance Center caused by the emergency and to remedy any accessibility and building code compliance issues at its current temporary location until such time as the damaged Attendance Center is returned to the condition in which it was found prior to the emergency. While in its temporary location, the Charter School must provide monthly written status reports to I&I regarding the renovation work performed on the damaged Attendance Center; or
- (2) If the Attendance Center has been condemned or has such extensive damage that the Charter School does not want to expend any funds to make the necessary repairs to the Attendance Center, the Charter School shall provide to I&I written notice of the change in its permanent location and the reasons for abandoning its original Attendance Center. The Charter School shall fulfill certain conditions of the Board and provide the information set forth in this paragraph 5.g. with respect to such new physical location. I&I shall notify the Charter School whether it will recommend such change in location to the Board.

iv. Compliance with Disability Access Laws and Regulations.

The 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 Plans; 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.

v. ADA Plan. 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 Plan shall be submitted to the Board for approval which shall not be unreasonably withheld. Any such ADA Plan submitted to I&I and approved by the Board shall be incorporated herein by reference and made a part of this Agreement. Failure to submit an ADA Plan to I&I by the Board-specified date shall be deemed a material breach of this Agreement, subject to paragraph 13 herein, and the Board shall consider such non-compliance a factor in determining whether to revoke or renew the Charter School's charter.

h. Homeless Children. The Charter School acknowledges and agrees that the Chicago Public Schools are committed to serving the needs of children who are homeless by addressing all barriers to the enrollment and participation of students in temporary living situations in the school environment, and by protecting their rights under Federal and State law. The Charter School agrees that one goal of this Agreement is to ensure that all homeless children who attend the Charter School receive the same services provided by the Chicago Public Schools to homeless children in its students in temporary living situations program and agrees that it will provide services to homeless children at the same level that CPS provides those services. The Charter School also must protect the rights of children under the McKinney-Vento Homeless Assistance Act of 1987 (42 U.S.C. §11431 *et seq.*, as amended) 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.

i. Conflict of Interest. The Charter School shall certify that neither it, nor any of its board members, directors, officers, employees, agents or family members of any such persons, have a private interest, direct or indirect, or shall acquire any such interest directly or indirectly, which does or may conflict in any manner with the Charter School's performance and obligations under this Agreement. The Charter School must establish safeguards to prohibit such a conflict of interest or an appearance of a conflict of interest from occurring during the term of the Agreement. By December 1, 2014, and thereafter no later than July 1 of each subsequent year, the Charter School shall submit to the Board a copy of its Conflict of Interest Policy (to the extent that it is not already a part of the Charter School's Ethics Policy as described in paragraph 5.j below) with a summary of any revisions from the previous year's version.

j. Ethics Policy. The Charter School shall adopt and maintain an Ethics Policy for its board members, directors, officers and employees to ensure that all such persons act in the highest standards of ethical conduct in order to directly benefit and serve the students at the Charter School. By December 1, 2014, and thereafter no later than July 1 of each subsequent year, the Charter School shall submit to the Board a copy of its Ethics Policy with a summary of any revisions from the previous year's version.

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

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

6. Financial Operations of Charter School.

a. Annual Audits. At fiscal year end, the Charter School shall prepare its annual financial statements in accordance with accounting principles generally accepted in the United States of America for not-for-profit organizations ("GAAP"). During the fiscal year, the Charter School shall operate in accordance with GAAP, the accrual basis of accounting, or any other basis of accounting, provided that the Charter School's accounting methods allow it to prepare reports required by the Board, the State Board, and any other grantors. The Charter School shall cause a Financial Statement Audit and Financial and Administrative Procedures Controls Review (collectively, the "Financial Audit"), to be performed annually at its expense by an outside independent auditor that must be retained by the Charter School, and such auditor must be reasonably acceptable to the Board. The Financial Audit shall include, without limitation:

i. An opinion on the financial statements (and Supplementary Schedule of Expenditures of Federal Awards, if applicable);

ii. A report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with *Government Auditing Standards* and the Single Audit Act of 1984, as amended; and

iii. A report on compliance with requirements of applicable laws and regulations, including the audit requirements contained in the Accountability Plans.

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, 2014.

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

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

d. Funding Procedure. The Board shall calculate the per capita tuition payment for each pupil enrolled at the Charter School for each academic year based on the per pupil rates set forth in the final Budget Book adopted by the Board each fiscal year and shall provide this amount, less the employer's proportionate pension contributions (normal cost), to the Charter School for each pupil enrolled at the Charter School as set forth below. The Charter School acknowledges and agrees that the funding amounts provided to the Charter School by the Board may be adjusted or 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. First Installment (July 22). The amount of the Board's first quarterly payment shall be based initially on a pre-enrollment projection for the number of students enrolled in the Charter School which shall be provided to the Board no later than December 15 of the prior academic year, multiplied by one-fourth the per capita tuition amount. In the event, both parties agree that there has been a material change or an error(s) in the Charter School's pre-enrollment projection, the Board reserves the right to request a revised projection. The Board shall determine if the revised projection or the original projection will be used for the first quarter payment. It is understood and agreed that the first installment for each school year will be remitted only upon the Board receiving all required submissions and documentation on such dates as set forth in the compliance chart compiled by I&I.

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

iii. Third Installment (January 15). The amount of the Board's

third quarterly payment shall be based on the number of students enrolled at the Charter School on the same enrollment date as set forth in paragraph 6.d.ii above, as verified by attendance records, multiplied by one-fourth the per capita tuition amount.

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

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

e. School-Based Allocations for Supplemental General State Aid and Federal Title I Funds. The Charter School shall furnish the Board with eligibility data regarding Supplemental General State Aid ("SGSA") and Title I eligible students enrolled in the Charter School by a date determined by the Board. SGSA revenues to which the Charter School is entitled shall be distributed to the Charter School quarterly on the dates set forth in paragraph 6.d. hereof on an estimated basis, provided that the Board may adjust any such payment to account for prior deviations between the estimated SGSA funds paid and the amount of SGSA funds to which the Charter School was entitled during such payment period. Title I funding to the Charter School may also be adjusted by the Board to account for prior deviations between the estimated Title I funds paid and the amount of Title I funds to which the Charter School was entitled to during each fiscal year. Such amounts shall be in addition to the per pupil funding amounts set forth in the final Budget Book adopted by the Board each fiscal year. Pursuant to the financial management requirements set forth in Section 80.20 of the Education Department General Administrative Regulations ("EDGAR")(34 CFR Part 80), the Charter School will keep financial records of such funds separate from its other revenues and there shall be no co-mingling of monies in various accounts. During the first year of the Charter School's provision of educational services, any Title I or other Federal funding for which these students qualify shall be provided to the Charter School by the Board in accordance with the formulas set forth in the final Budget Book adopted by the Board each fiscal year.

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

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

g. Refund of Unspent or Spent Funds. 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. In addition, if the Charter School does not expend or obligate all federal grant funds prior to the end of the respective grant period, the Board may recapture such unspent grant funds from the Charter School. In addition, if the Board determines that federal or state grant funds provided to the Charter School were not used or expended for the specific purpose for which they were intended, the Charter School shall promptly reimburse such grant funds to the Board within thirty (30) days of receipt of written notice from the Board.

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

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

j. Pension Payments. The Board shall make payments directly to the Chicago Teachers Pension Fund for the employer's pension liability on behalf of any education, administrative or other staff member employed at the Charter School (whether by the Charter School itself or one of its subcontractors) who is certified under the law governing certification of teachers. The Board shall have the right to charge the Charter School for the proportionate share of the annual estimated employer's normal pension cost, and to deduct that amount from the quarterly payments due to the Charter School. After each fiscal year, the Board shall verify the Charter School's actual employer's share of the normal pension cost for the previous fiscal year and shall compare to that amount to the proportionate share of the annual estimated employer's normal pension cost that was withheld from the Charter School in the previous fiscal year. If the Charter School's estimated employer's normal pension cost exceeds or is less than the actual employer's pension cost, an adjustment (refund/withholding) shall be made by the Board in a future quarterly payment to the Charter School.

The Board shall not have any duty to make the employee's or other staff'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. Pursuant to Section 17-132(a) and (b) of the Illinois Pension Code, employee contributions are deemed delinquent if the Chicago Teachers Pension Fund does not receive the employee contributions by the 30th calendar day after each predesignated payday.

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

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

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

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

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

n. Withholding of Funds. In the event that the Board deems that there has been a material violation of this Agreement, the Board may withhold any

and all payments of funds to the Charter School in the event that the Charter School fails to cure such material violation(s) after receiving prior written notice by the Board enumerating the specific material violation(s) on the part of the Charter School and the period of time during which the Charter School shall have the opportunity to cure such material violation(s). Upon the Charter School's cure of any such material violation(s), the Board shall immediately release any and all payments of funds due the Charter School.

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

9. Academic Accountability and Evaluations.

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

approved by the Board shall be incorporated herein by reference and made a part of this Agreement as if fully set forth herein.

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

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

10. Special Education and Supports.

a. The Charter School shall provide special education and related services to students with disabilities in accordance and compliance with (i) the student's Individualized Education Program (IEP); (ii) the Individuals with Disabilities Education Act (20 U.S.C. §1401 *et seq.*, as amended) and any regulations promulgated thereunder; (iii) Article 14 of the Illinois School Code (105 ILCS 5/14-1.01 *et seq.*, as amended) and any regulations promulgated thereunder; (iv) the Board-approved "A Procedural Manual Educating Children with Disabilities in Chicago Public Schools", as may be amended from time to time, which is incorporated herein by reference; (v) any and all Federal court orders applicable to students with disabilities in the Chicago Public Schools; (vi) any and all service bulletins and guidelines issued by the Board's Office of Diverse Learner Supports and Services and the Office of Student Health and Wellness; and (vii) all applicable health and safety regulations of the State of Illinois and the City of Chicago including, without limitation, those laws specifically identified by the State Board as being applicable to charter schools as referenced in paragraph 5.a.xiv set forth above. In addition, the Charter School

shall provide reasonable accommodations and related services to students with mental or physical impairments who qualify under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §706 *et seq.*) in accordance and compliance with (viii) the student's Section 504 Plan, and (ix) the Board policies and procedures regarding students' 504 Plans.

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

c. Related Service Providers. The parties acknowledge and agree that it is the expectation of both parties that the Charter School will hire its own related service providers to provide special education and 504 services to the Charter School's students with disabilities. The Board shall reimburse the Charter School for the salary and benefits of related service providers based on the Board's per CPS allocation percentage and the student's IEP or 504 Plan. Such reimbursement rates for full-time equivalent related service providers shall be as set forth in the final Budget Book adopted by the Board each fiscal year and shall be effective on the initial date of employment of the related service provider.

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

d. Staff Requirements. In accordance with the Board's budgetary process, the Charter School shall receive the projected staffing allocation for

special education teachers, paraprofessionals and related service providers required by State guidelines, based on students enrolled at the Charter School, entered into and identified as needing services by the students' IEPs or 504 Plans and the Board's IMPACT System. The Board may during the school year issue adjustments to these staff requirements to accommodate changes in the enrollment, IEP needs and 504 Plans of the Charter School's students. All special education teachers, paraprofessionals and related service providers employed by the Charter School shall have the requisite qualifications, Illinois certificates and/or licenses. All special education teachers, paraprofessionals and related service providers employed by the Charter School must attend at least four (4) professional development training sessions on an annual basis. The Board shall notify the Charter School of the available dates, locations, times and topics for the professional development training sessions through several communication channels.

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

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

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 D

attached hereto must be incorporated into any such contract.

12. Renewal of Charter; Failure to Renew. No later than January 1, 2016, and no earlier than July 1, 2015, but in no event later than the date set by I&I, the Charter School shall provide a written proposal to the Board in accordance with Section 27A-9 of the Charter Schools Law, setting forth proposed terms of renewal of this Agreement. Pursuant to Section 27A-9(b) of the Charter Schools Law, the renewal proposal of the Charter School shall contain the most recent audit report and financial statement of the Charter School, 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 I&I in accordance with paragraph 4 of Exhibit C.

No later than July 15, 2016, I&I shall notify the Charter School of its recommendation regarding such renewal indicating whether, and upon what conditions, it is willing to recommend to the Board the renewal of the charter and the Agreement, including any modified terms proposed by I&I. If there is no agreement on the terms of renewal, then the parties shall fulfill their mutual obligations hereunder to the end of the term of this Agreement. The Board may refuse to renew the charter and the Agreement upon a finding that any cause for revocation exists under paragraph 13 hereof.

13. Revocation of Charter. The Board may revoke this Agreement and the charter of the Charter School, in 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 Plans; 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 Plans; 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; provided that the material breach arises from or is in connection with the commission or attempted commission of fraud; embezzlement; theft; forgery; tax evasion; bribery; falsification or destruction of records; child abuse; or any other cause, action or omission of the Charter School, whether willful or grossly negligent, that is so serious or of such a compelling nature that it affects the operation of the early childhood services program and the Charter School.

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

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

In the event that the Board proposes to revoke this Agreement and the charter of the Charter School, 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 by its faculty, students, patrons, employees, guests or agents, (ii) any negligent, willful or wrongful act or omission to act by the Charter School, its faculty, students, patrons, employees, guests or agents, (iii) a violation of any law, statute, code, ordinance or regulation by the Charter School, its faculty, students, patrons, employees, subcontractors, guests or agents, and/or (iv) any breach, default, violation or nonperformance by the Charter School of any term, covenant, condition, duty or obligation provided in this Agreement including, but not limited to, the Accountability Plans. In addition, to the extent that the Charter School is subject to taxes under Section 4980H of the Internal Revenue Code (pertaining to the Patient Protection and Affordable Care Act), the Charter School shall be solely responsible for paying such taxes and in the event that the Board is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of the performance of the Charter School's faculty, employees or agents under this Agreement, the Charter school shall indemnify, defend and hold harmless the Board for any such liability. All of the foregoing shall be referred to collectively herein as the "Covered Losses". This indemnification shall not apply to the extent that any Covered Loss results from the negligence or wrongful act or omission of any Board Indemnitee or from any act or omission of the Charter School required by law or this Agreement.

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

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

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

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

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

b. The Charter School shall cooperate with I&I and shall abide by the school closing procedures as required by I&I to effectuate the orderly closing of the Charter School.

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

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

19. Dispute Resolution. If a minor violation or dispute arises between the parties relating to the interpretation or performance of this Agreement, designated representatives of each party who shall have the authority to resolve the dispute shall attempt in good faith to negotiate or mediate a resolution of the dispute. Notwithstanding anything to the contrary in this paragraph, both parties shall continue to perform their obligations under this Agreement in good faith during the resolution of

such minor dispute, unless and until this Agreement is terminated in accordance with the provisions hereof.

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

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

22. Amendments. 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 or campus; (d) the addition of a new Attendance Center or campus; and (e) any and all other material modifications to this Agreement.

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

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

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

confirmation 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: LEARN Charter School
212 South Francisco Avenue
Chicago, Illinois 60612
Attn: Gregory White, President & CEO
Facsimile: (773) 826-0266

With a copy to: Goldberg Kohn Ltd.
55 East Monroe, Suite 3300
Chicago, Illinois 60603
Attn: William R. Loesch
Facsimile: _____

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

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

26. Audit and 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.

27. 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.

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

29. Delegation. The parties agree and acknowledge that the functions and powers of the Board may be exercised by the Chief Executive Officer of the 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.

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

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

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

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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

LAWNDALE EDUCATIONAL AND REGIONAL NETWORK CHARTER

By: [Redacted]
David J. Vitale, President

[Redacted]
Title: [Redacted]

ATTEST:

ATTEST:

By: [Redacted] 3/6/15
Estela G. Beltran, Secretary

By: _____
Name: _____
Title: _____

Dated: 3/6/15

Dated: 2/25/15

Board Report: 14-0528-EX7-1
14-0924-ARS-30
14-1119-ARI-24
15-0128-AR2-10

Approved as to legal form [Redacted]
[Redacted]
James L. Bebley, General Counsel

STATE [Redacted]
SIGNED [Redacted]
NOTAR [Redacted]

Attachments:

- Attachment 1 - Additional Specific Terms and Conditions
- Exhibit A - Application
- Exhibit B - Insurance Requirements
- Exhibit C - Accountability Plans
- Exhibit D - Comprehensive Management Services Contract Requirements



ATTACHMENT 1

ADDITIONAL SPECIFIC TERMS AND CONDITIONS

The Charter School must fulfill the following additional specific terms and conditions below and submit the necessary documentation to I&I although fulfillment of these additional specific terms and conditions alone in no way ensures a future renewal of the charter and the Agreement:

1. The Charter School must contact its Specialized Service Administrator for guidance on how to market effectively to students with disabilities. Additionally, all campuses must submit Special Education Progress Reports to I&I on December 1, 2014.
2. By July 1, 2015, the Charter School must submit to I&I's Operations and Management Team: a signed letter from the Charter School's board president, on the Charter School's letterhead, confirming all work has been completed on the Group C project scope documents, prepared by the Charter School's facility consultants.

Conclusion

Upon approval by the Board to renew the charter and the Agreement, the aforementioned specific terms and conditions shall be incorporated into and made a part of the Agreement. If the Charter School fails to meet these conditions within the designated timeframes, the Board may elect to i) revoke the Agreement, ii) pursue all other remedies available under the Agreement, or iii) not renew the Agreement in the future.

EXHIBIT A

APPLICATION

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

1. Excerpts of the renewal Application of the Charter School dated September 1, 2010, as modified, as approved by the Board on March 23, 2011.

EXHIBIT B

INSURANCE REQUIREMENTS

See attached.

INSURANCE REQUIREMENTS

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

- 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. **Catastrophic Accident Insurance**: Catastrophic Accident Insurance covering the Charter School that enrolls grades 9 through 12 with aggregate benefit limits of \$3 million or 5 years, whichever occurs first, for eligible students in grades 9 through 12 who sustain an accidental injury while participating in school-sponsored or school-supervised interscholastic athletic events sanctioned by the Illinois High School Association (including direct and uninterrupted travel to and from the athletic event as well as during a temporary stay at the location of an athletic event held away from the student's school) that results in medical expenses in excess of \$50,000. These benefit limits are to be in excess of any and all other insurance, coverage or benefit, in whatever form or designation.
- g. **Property Insurance/Fire Legal Liability** : Property Insurance (on a special form cause of loss or all-risk basis) and Fire Legal Liability 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.
- h. **Fidelity Bond**. Fidelity bond coverage in the amount of at least Two Hundred Thousand and 00/100 Dollars (\$200,000.00) with a responsible surety company with respect to all of Charter School's employees as may be necessary to protect against losses including, without limitation, those arising from theft, embezzlement, fraud, or misplacement of funds, money or documents. The bond shall name the Board of Education of the City of Chicago as a third party.

i. **Construction:** The Charter School shall indemnify, defend and agree to save and hold Board harmless from and against all liability, injury, loss, claims, cost, damage and expense with respect to any injury to, or death of, any person, or damage to or loss or destruction of, any property occasioned by or growing out of any construction work on Board property. The Charter School shall not commence any such work until the Board has been provided with insurance certificates evidencing that the contractors and subcontractors performing such work have in full force and effect adequate insurance as required by the Board's construction program at the time of the work. Required coverage may include, but is not limited to: workers' compensation, general liability, professional liability, automobile liability, environmental liability, excess liability, property and builders' risk insurance. The Charter School's contractors are subject to the same requirements as the Charter School in regards to additional insured, rating, notice, etc.

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

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

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

4. **General.** Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of the Charter School's obligation to obtain the required insurance. The receipt of any certificate does not constitute an agreement by the Board that the insurance requirements in the

Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements in the Agreement.

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

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

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

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

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

EXHIBIT C
ACCOUNTABILITY PLANS

See attached.

**CHARTER ACCOUNTABILITY PLAN -
2013-2014 SCHOOL YEAR & 2014-2015 SCHOOL YEAR**

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

1. Accountability Components

The Board and the Charter School hereby agree that the Charter School shall be evaluated annually in accordance with the Agreement and this Accountability Plan, as may be amended from time to time in order to ensure, at a minimum, alignment with the district's School Performance, Remediation and Probation Policy for the 2013-2014 School Year ("PRPP") for both elementary and high schools adopted by the Board on April 24, 2013 (13-0424-PO2), as may be amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as if fully set forth herein.

2. Annual Performance Scorecard

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

Pursuant to the PRPP, the Board will assign Charter Schools an accountability designation for purposes of comparison to other CPS schools and public reporting. The level of the Charter School's achievement and progress will be determined by indicators under the following categories: a) Current Status, b) Trends, and c) Student Growth.

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

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

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

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

A. Pupil Performance

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 Current Status, Trends, and Student Growth indicators. The Performance Indicators will be awarded between 0 and 3 points as defined in the Performance Policy Legends below.

Standardized Tests

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

Additional Student Performance Indicators and Data Required

The Charter School's attendance rate, freshman on track rate (for high schools), one-year dropout rate (for high schools), and Advanced Placement ("AP") exam metrics (for

high schools) will also be assessed. Additionally, all schools will be required to administer the My Voice, My School survey annually.

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

Adequate Yearly Progress

As required by the Federal No Child Left Behind Act ("NCLB"), Illinois has set annual Adequate Yearly Progress ("AYP") targets for student performance on the ISAT and PSAE assessments. Charter Schools failing to meet AYP targets may face sanctions under applicable State and Federal laws.

At the time of execution of this Agreement, the annual AYP targets for the ISAT and PSAE 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	2009	2010	2011	2012	2013	2014
Target	70%	77.5%	85%	85%	92.5%	100%

Comparison Metrics

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

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Elementary School Performance Policy Legend (re: Policy No. 13-0424-PO2)

<u>Metrics</u>	<u>If current status score is...</u>	<u>School receives</u>
ISAT Reading Meets/Exceeds	24.8% to 43.3%	1 point
	43.4% to 56.8%	2 points
	56.9% or more	3 points
ISAT Mathematics Meets/Exceeds	18.4% to 32.4%	1 point
	32.5% to 45.3%	2 points
	45.4% or more	3 points
ISAT Science Meets/Exceeds	50.0% to 69.9%	1 point
	70.0% to 79.9%	2 points
	80.0% or more	3 points
ISAT Composite Exceeds	1.6% to 6.4%	1 point
	6.5% to 12.4%	2 points
	12.5% or more	3 points
ISAT Composite Exceeds Highest Grade Level	1.6% to 6.4%	1 point
	6.5% to 12.4%	2 points
	12.5% or more	3 points
Attendance	90% to 92.9%	1 point
	93% to 94.9%	2 points
	95% or more	3 points
<p>Note: Current Status points are determined by the average of 2012 and 2013 scores or just 2013 scores if a school does not have two years of data. A school must have at least 2013 data to receive a current status score.</p>		

<u>Metrics</u>	<u>If trend score is...</u>	<u>School receives</u>
ISAT Reading Meets/Exceeds (Ceiling = 74.2%)	0.1% to 2.9%	1 point
	3% to 5.9%	2 points
	6% or more	3 points
ISAT Mathematics Meets/Exceeds (Ceiling = 64.2%)	0.1% to 2.9%	1 point
	3% to 5.9%	2 points
	6% or more	3 points
ISAT Science Meets/Exceeds (Ceiling = 90%)	0.1% to 2.9%	1 point
	3% to 5.9%	2 points
	6% or more	3 points
ISAT Composite Exceeds (Ceiling = 76.1%)	0.1% to 2.9%	1 point
	3% to 5.9%	2 points
	6% or more	3 points
ISAT Composite Exceeds Highest Grade Level (Ceiling = 76.1%)	0.1% to 2.9%	1 point
	3% to 5.9%	2 points
	6% or more	3 points
Attendance (Ceiling = 95%)	0.1% to 0.4%	1 point
	0.5% to 0.9%	2 points
	1% or more	3 points

Note: If 2013 score is above ceiling, school receives all 3 points. Otherwise, this is the difference between the school's most recent score and the average of the three prior years. If the school does not have three prior years of data, two years will be used.

<u>Metrics</u>	<u>If growth score is....</u>	<u>School receives</u>
Value-Added Reading	-2.2 to -0.1	1 point
	0 to 2.1	2 points
	2.2 or more	3 points
Value-Added Mathematics	-2.7 to -0.1	1 point
	0 to 2.6	2 points
	2.7 or more	3 points

Note: Score represents the difference between this school's average student growth on the ISAT and the average growth of similar students district-wide.

<u>If total points are...</u>	<u>...or if % of points is...</u>	<u>School is at Level</u>
30 or more	71% or more	1
21 - 29	50% to 70.9%	2
Less than 21	Less than 50%	3

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High School Performance Policy Legend (re: Policy No. 13-0424-PO2)

<u>Metrics</u>	<u>If current status score is...</u>	<u>School receives</u>
Average ACT	16 to 17.9	1 point
	18 to 19.9	2 points
	20 or more	3 points
One Year Drop Out	6.1% to 10%	1 point
	2.1% to 6%	2 points
	2% or less	3 points
Freshman On Track	45% to 59.9%	1 point
	60% to 79.9%	2 points
	80% or more	3 points
Attendance	85% to 89.9%	1 point
	90% to 94.9%	2 points
	95% or more	3 points
PSAE Meets/Exceeds Reading	30% to 49.9%	1/3 point
	50% to 69.9%	2/3 points
	70% or more	1 point
PSAE Meets/Exceeds Mathematics	30% to 49.9%	1/3 point
	50% to 69.9%	2/3 points
	70% or more	1 point
PSAE Meets/Exceeds Science	30% to 49.9%	1/3 point
	50% to 69.9%	2/3 points
	70% or more	1 point
AP/IB/Early College Enrollment	NA	
AP/IB/Early College Success	NA	
<p>Note: Current Status points are determined by the average of 2012 and 2013 scores or just 2013 scores if a school does not have two years of data. A school must have at least 2013 data to receive a current status score.</p>		

<u>Metrics</u>	<u>If trend score is...</u>	<u>School receives</u>
Average ACT (Ceiling = 23)	0.1 to 0.4 0.5 to 0.9 1 or more	1 point 2 points 3 points
One Year Drop Out (Ceiling = 0.5%)	-0.1% to -0.9% -1% to -2.9% -3% or more	1 point 2 points 3 points
Freshman On Track (Ceiling = 90%)	0.1% to 2.4% 2.5% to 4.9% 5% or more	1 point 2 points 3 points
Attendance (Ceiling = 95%)	0.1% to 0.4% 0.5% to 0.9% 1% or more	1 point 2 points 3 points
PSAE Meets/Exceeds Reading (Ceiling = 90%)	0.1% to 2.4% 2.5% to 4.9% 5% or more	1/3 point 2/3 points 1 point
PSAE Meets/Exceeds Mathematics (Ceiling = 90%)	0.1% to 2.4% 2.5% to 4.9% 5% or more	1/3 point 2/3 points 1 point
PSAE Meets/Exceeds Science (Ceiling = 90%)	0.1% to 2.4% 2.5% to 4.9% 5% or more	1/3 point 2/3 points 1 point
AP/IB/Early College Enrollment (Ceiling = 35%)	0.1% to 2.4% 2.5% to 4.9% 5% or more	1 point 2 points 3 points
AP/IB/Early College Success (Ceiling = 90%)	0.1% to 0.9% 1% to 2.9% 3% or more	1 point 2 points 3 points
<p>Note: If 2013 score is above ceiling, school receives all 3 points. Otherwise, trend points are determined by 2013 score minus average of prior 3 years of data. If school does not have 3 years of prior data, then the average of the prior 2 years is used. School must have at least 2011-2013 data to receive a trend score.</p>		

<u>Metrics</u>	<u>If growth score is...</u>	<u>School receives</u>
EPAS Gains Reading	15 th to 49 th percentile	1 point
	50 th to 84 th percentile	2 points
	85 th percentile or more	3 points
EPAS Gains Mathematics	15 th to 49 th percentile	1 point
	50 th to 84 th percentile	2 points
	85 th percentile or more	3 points
Note: Growth points are based on 2013 EPAS Gains scores. Growth score is school's percentile rank among CPS schools, not the percentage of students making gains.		

<u>If total points are...</u>	<u>...or if % of points is...</u>	<u>School is at Level</u>
24 or more	66.7% or more	1
16 to 23 ^{2/3}	44% to 66.6%	2
Less than 16	Less than 44%	3

B. Financial Management and Compliance

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

Financial Condition and Budget

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

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

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

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

Financial Controls

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

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

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

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

Reporting

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

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

Legal Compliance

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

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

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

- i) Compliance with all Federal and State laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status or need for special educational services pursuant to 105 ILCS 5/27A-4(a);
- ii) Compliance with the Freedom of Information Act and Open Meetings Act pursuant to 105 ILCS 5/27A-5(c);
- iii) Compliance with all applicable health and safety requirements applicable to public schools under the laws of the State of Illinois pursuant to 105 ILCS 5/27A-5(d);
- iv) Compliance with all enumerated State laws and regulations applicable to Charter Schools in accordance with 105 ILCS 5/27A-5(g); and
- v) Conformance with the following paragraphs of the Agreement:
 - a) Paragraph 4.d., an open enrollment process and lottery,
 - b) Paragraph 4.l., the school's governance structure,
 - c) Paragraph 5.c., maintenance of corporate status and good standing,
 - d) Paragraph 5.e., completion of criminal background checks,
 - e) Paragraph 5.g., the school's facility and ADA compliance,
 - f) Paragraph 6.j., compliance with applicable sections of the Illinois Pension Code,
 - g) Paragraph 6.k., ongoing presence of management and financial controls, and
 - h) Paragraph 8., maintenance of required insurance coverage.

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

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

3. Charter School Participation in the Accountability Process

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

- A. Full participation in the administration of all required student assessments, as the case may be, including all procedures designed to safeguard the integrity of the assessments;
- B. Participation in site visits conducted by the Board to ascertain that sufficient, minimum educational, facility, and operational practices are in place;
- C. An annual financial and compliance audit, as required by law, including but not limited to, the Single Audit Act Amendments of 1996 (31 U.S.C. §7501-07), OMB Circular A-133, and the compliance requirements set forth in OMB Compliance Supplement, and by the Agreement;
- D. Provision of student, school, and employee information required by the Agreement and/or the Accountability Plan;
- E. Submission and implementation of ADA Plan(s) for the Attendance Center(s) required by the Agreement;
- F. Provision of information that is necessary to evaluate parent, student, employee, or public allegations or audit findings that, if true, would constitute a violation of the law or Agreement; and
- G. Provision of additional information or cooperation in other actions not listed in this section necessary to evaluate the Charter School's

performance with respect to the Financial Management and Compliance Categories.

4. Annual Performance Evaluation, Revocation and Renewal

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

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

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

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

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

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

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

- Annual Budget is submitted with significant delay (45 days) or submitted late for the second time
- Quarterly financial statements are submitted late two or more times
- Annual Audit is submitted with significant delay (45 days) or submitted late for the second time
- Late submittal of three or more required documents (for second consecutive year)
- Two or more loan payments beyond 30 days late in a fiscal year

- Realistic budget without assumptions and needs resubmission OR unrealistic budget with unreasonable assumptions and needs resubmission
- Change in Net Assets (from the Annual Audit Report): Decrease in net assets less than or equal to budgeted deficit for a second consecutive year (a score of 2) OR unbudgeted decrease in net assets or decrease in net assets greater than budget (a score of 1)
- Auditor report on compliance reflects repeat finding(s) from prior year (a score of 1)

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

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

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

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

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

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

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

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

CHARTER ACCOUNTABILITY PLAN - STARTING IN 2015-2016 SCHOOL YEAR

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

1. Accountability Components

The Board and the Charter School hereby agree that the Charter School shall be evaluated annually in accordance with the Agreement and this Accountability Plan, as may be amended from time to time in order to ensure, at a minimum, alignment with the district's School Quality Rating Policy ("SQRP") for both elementary and high schools adopted by the Board on August 28, 2013 (13-0828-PO5), as may be amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as if fully set forth herein.

2. Annual Performance Scorecard

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

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

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

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

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

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

A. Pupil Performance

Standardized Tests

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

Additional Student Performance Indicators and Data Required

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

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

Adequate Yearly Progress

As required by the Federal No Child Left Behind Act ("NCLB"), Illinois has set annual Adequate Yearly Progress ("AYP") targets for student performance on the ISAT and PSAE assessments. Charter Schools failing to meet AYP targets may face sanctions under applicable State and Federal laws.

At the time of execution of this Agreement, the annual AYP targets for the ISAT and PSAE 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	2009	2010	2011	2012	2013	2014
Target	70%	77.5%	85%	85%	92.5%	100%

Comparison Metrics

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

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B. Financial Management and Compliance

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

Financial Condition and Budget

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

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

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

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

Financial Controls

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

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

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

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

Reporting

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

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

Legal Compliance

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

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

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

- i. Compliance with all Federal and State laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status or need for special educational services pursuant to 105 ILCS 5/27A-4(a);
- ii. Compliance with the Freedom of Information Act and Open Meetings Act pursuant to 105 ILCS 5/27A-5(c);
- iii. Compliance with all applicable health and safety requirements applicable to public schools under the laws of the State of Illinois pursuant to 105 ILCS 5/27A-5(d);
- iv. Compliance with all enumerated State laws and regulations applicable to Charter Schools in accordance with 105 ILCS 5/27A-5(g); and
- v. Conformance with the following paragraphs of the Agreement:
 - a) Paragraph 4.d., an open enrollment process and lottery,
 - b) Paragraph 4.l., the school's governance structure,
 - c) Paragraph 5.c., maintenance of corporate status and good standing,
 - d) Paragraph 5.e., completion of criminal background checks,
 - e) Paragraph 5.g., the school's facility and ADA compliance,
 - f) Paragraph 6.j., compliance with applicable sections of the Illinois Pension Code,
 - g) Paragraph 6.k., ongoing presence of management and financial controls, and
 - h) Paragraph 8., maintenance of required insurance coverage.

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

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

3. Charter School Participation in the Accountability Process

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

- A. Full participation in the administration of all required student assessments, as the case may be, including all procedures designed to safeguard the integrity of the assessments;
- B. Participation in site visits conducted by the Board to ascertain that sufficient, minimum educational, facility, and operational practices are in place;
- C. An annual financial and compliance audit, as required by law, including but not limited to, the Single Audit Act Amendments of 1996 (31 U.S.C. §7501-07), OMB Circular A-133, and the compliance requirements set forth in OMB Compliance Supplement, and by the Agreement;
- D. Provision of student, school, and employee information required by the Agreement and/or the Accountability Plan;
- E. Submission and implementation of ADA Plan(s) for the Attendance Center(s) required by the Agreement;
- F. Provision of information that is necessary to evaluate parent, student, employee, or public allegations or audit findings that, if true, would constitute a violation of the law or Agreement; and
- G. Provision of additional information or cooperation in other actions not listed in this section necessary to evaluate the Charter School's

performance with respect to the Financial Management and Compliance Categories.

4. Annual Performance Evaluation, Revocation and Renewal

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

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

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

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

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

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

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

- Annual Budget is submitted with significant delay (45 days) or submitted late for the second time
- Quarterly financial statements are submitted late two or more times
- Annual Audit is submitted with significant delay (45 days) or submitted late for the second time
- Late submittal of three or more required documents (for second consecutive year)
- Two or more loan payments beyond 30 days late in a fiscal year

- Realistic budget without assumptions and needs resubmission OR unrealistic budget with unreasonable assumptions and needs resubmission
- Change in Net Assets (from the Annual Audit Report): Decrease in net assets less than or equal to budgeted deficit for a second consecutive year (a score of 2) OR unbudgeted decrease in net assets or decrease in net assets greater than budget (a score of 1)
- Auditor report on compliance reflects repeat finding(s) from prior year (a score of 1)

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

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

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

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

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

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

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

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

EXHIBIT D

COMPREHENSIVE MANAGEMENT SERVICES CONTRACT REQUIREMENTS

In the event the Charter School intends to contract with a third party for comprehensive school management or operations services ("Service 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, other financial reports, or Financial Audits, required under paragraph 6 of the Charter School Agreement.

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

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

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

4. Financial Reporting.

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

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

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

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

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

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

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

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

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

d. Reporting of Loans and Investments. All loans to, or investments in, the Charter School by the Service Provider must be evidenced by appropriate documentation, either in the 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.

LEARN Charter School Agreement

✓ **LEARN 6 Campus in North Chicago**

NC

CHARTER SCHOOL AGREEMENT

THIS CHARTER SCHOOL AGREEMENT ("Agreement"), effective July 1, 2012 (the "Effective Date"), is entered into by and between the Independent Authority for North Chicago Community Unit School District 187 (the "Independent Authority"), a body politic and corporate, and the Lawndale Educational and Regional Network Charter School, Inc., an Illinois not-for-profit corporation ("LEARN" or 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, the Charter Schools Law provides that, in evaluating any charter school proposal submitted to it, a local school board shall give preference to proposals that:

- (1) demonstrate a high level of local pupil, parental, community, business, and school personnel support;
- (2) set rigorous levels of pupil achievement and demonstrate feasible plans for attaining those levels of achievement; and

- (3) are designed to enroll and serve a substantial proportion of at-risk children, provided that nothing in the Charter Schools Law shall be construed as intended to limit the establishment of charter schools to those that serve a substantial portion of at-risk children or to in any manner restrict, limit, or discourage the establishment of charter schools that enroll and serve other pupil populations under a nonexclusive, nondiscriminatory admissions policy; and

WHEREAS, on October 18, 2011, the North Chicago Community Unit School District 187 (the "District" or "District 187") released a Request for Proposals ("RFP") for a charter school that would be authorized by District 187;

WHEREAS, on December 19, 2011, the District received three complete charter school applications in response to the RFP for a charter school, including a LEARN Charter School application;

WHEREAS, following a review by a Charter Evaluation Review Team, the District Superintendent of Schools for School District 187 (the "District Superintendent") recommended the LEARN application (the "Charter School Proposal" or "Proposal") for review and approval by the School Board of North Chicago Community Unit School District 187 (the "School Board"), a copy of which Proposal is incorporated by reference as described in Exhibit A, attached hereto;

WHEREAS, on March 1, 2012, the School Board voted 4-2 (with one additional member abstaining) to deny the LEARN Charter School Proposal;

WHEREAS, pursuant to an Intergovernmental Cooperative Agreement entered into between the School Board and the Illinois State Board of Education (the "State Board") that was in effect from November 30, 2010 through June 30, 2012, the State Superintendent of Education (the "State Superintendent") had the authority to overrule any School Board decision concerning any aspect of District operation, including whether to approve or deny contracting with a charter school;

WHEREAS, on March 15, 2012, the State Superintendent exercised his authority under Section 6 of the Intergovernmental Cooperative Agreement to overturn the School Board's decision and to approve LEARN Charter School, for the reasons set forth in his official Order, a copy of which is incorporated by reference and attached hereto as Exhibit B;

WHEREAS, authorization of the Charter School went into effect as of March 15, 2012, the date of the Order;

WHEREAS, on June 21, 2012, the State Board authorized the State Superintendent to direct the Lake County Regional Office of Education to remove each of the local members of the School Board and to appoint an Independent Authority (the "Independent Authority") and name a chairperson of that Authority;

WHEREAS, pursuant to Section 2-3.25f(b) of the School Code, the Independent Authority was established effective July 20, 2012;

WHEREAS, such Authority will exercise such powers and duties as may be necessary to operate the District, including the authority to make financial, financially related, or any other decisions necessary or incidental to the operation of a school district for purposes of improving pupil performance and school improvement;

WHEREAS, the State Superintendent has recommended that the Independent Authority execute a charter agreement with LEARN on behalf of the District;

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.**

The Charter School is hereby authorized, and granted 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, U.S. Central Standard time, June 30, 2017, 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. **Mission Statement.** The Charter School shall operate pursuant to its commitments outlined in the Charter School Proposal, and such commitments are hereby accepted to the extent that they are consistent with the declared purposes of the General Assembly as stated in the Charter Schools Law.

b. **Age, Grade Range.** The Charter School shall provide instruction to pupils in grades K-2, 6 and 7 in the 2012-2013 school year, to pupils in grades K-3 and 6-8 in the 2013-2014 school year, to pupils in grades K-4 and 6-8 in the 2014-2015 school year, and to pupils in grades K-8 in the 2015-2016 school year and in every year thereafter as provided in the Charter School Proposal.

c. Enrollment. Enrollment in the Charter School shall be open to any pupil who resides within the boundaries of District 187. Each year, if on the date of the Charter School's application deadline (which may be no earlier than March 1), there are more eligible applicants for enrollment in the Charter School than there are spaces available, the students who shall enroll in the Charter School will be selected by lottery which shall be open to all applicants and the public. 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 shall 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 becomes available, and, when such vacancies occur, any students on such a waiting list shall be enrolled in the school in the order in which they appear on the waiting list, as determined by the lottery. The Charter School shall serve up to 500 students in grades K through 8, and the enrollment of the Charter School shall not exceed 250 students in year 1 and 350 students in year 2 of the charter term.

d. 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.

e. 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 described in Section 8 hereof, 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.

f. 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 as described in Section 8 hereof.

g. Curriculum. The curriculum established by the Charter School shall be consistent with the Charter School Proposal, and as otherwise modified or supplemented herein.

h. School Year; School Days; Hours of Operation. Instruction shall commence in the 2012-2013 school year and subsequent school years on dates established by the Charter School, provided that the beginning date of instruction for the first academic year shall be no earlier than August 15 and no later than September 15 of the calendar year. Each year, the Charter School shall provide professional development for all staff as deemed necessary and appropriate, and within budgetary constraints. The days and hours of operation of the Charter School shall be as set forth in the Charter School Proposal or as otherwise established by the Charter School.

i. Student 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, provided that such policy is in compliance with relevant laws. The Charter School will not expel any student due to academic challenges, although a student could be expelled for serious disciplinary infractions, pursuant to the provisions of the Illinois School Code regarding such expulsions.

j. Governance and Operation. The operation of the governing board of the Charter School shall be as set forth in the current bylaws of the Charter School (the "LEARN Bylaws"), attached hereto as Exhibit C. In the event that the LEARN Bylaws are modified in any way, the Charter School shall notify the Independent Authority in writing of such change and shall provide the Independent Authority with a complete copy of such modified bylaws.

k. Pupil Transportation. The District agrees to provide the Charter School with transportation services throughout the Term of the Agreement. As appropriate, the District will either add new bus routes to its existing routes or include Charter School students in its transportation program by adding additional stops to existing bus routes to meet the transportation needs of the Charter School.

The District will run buses for the Charter School for the duration of the Charter School's school year, including days that LEARN is in session but the District 187 Public Schools are not. LEARN will reimburse the District for any transportation costs that are covered by the State's School District Transportation Program but are not fully reimbursable because of proration to the Transportation Program or changes to the current transportation reimbursement funding formula. LEARN's obligation to reimburse the District for such transportation costs shall not exceed \$30,000 annually.

LEARN shall fully reimburse the District for any non-state reimbursable transportation costs, such as non-instructional field trips and preschool program transportation. LEARN's obligation to reimburse the District in full for these non-state reimbursable costs shall not be lessened by any payments by LEARN for state reimbursable transportation costs up to the \$30,000 annual cap.

l. Bilingual Education. The Charter School shall provide bilingual education services in a manner consistent with that in the Charter School Proposal, provided that such services are in compliance with relevant state and federal law. The Charter School (i) shall identify students who require bilingual education by administering the Home Language Survey Form; (ii) shall assess the English language proficiency of all students identified as coming from a non-English speaking background; and (iii) shall provide a bilingual education or English as a Second Language program for such students. Notwithstanding anything to the contrary in this Section, the Charter School shall have no obligation to provide bilingual education to a greater extent than required under the relevant federal law and Charter Schools Law.

m. School Calendar. No later than April 1 prior to the commencement of each academic year during which this Agreement is in effect, the Charter School shall submit to the Independent Authority 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 Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*);

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

iii. The Family Educational Rights and Privacy Act (20 U.S.C. 1232g);

iii. Section 2-3.64 of the Illinois School Code (105 ILCS 5/2-3.64), regarding performance goals, standards and assessments;

iv. Section 10-21.9 of the Illinois School Code (105 ILCS 5/10-21.9) regarding criminal history records checks and checks of the statewide sex offender database and statewide murderer and violent offender against youth database of applicants for employment;

v. Section 24-24 of the Illinois School Code (105 ILCS 5/24-24) regarding discipline of students;

vi. The Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*);

vii. Section 108.75 of the General Not For Profit Corporation Act of 1986 (805 ILCS 105/108.75, *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 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. All applicable health and safety regulations of the State of Illinois, including without limitation those laws specifically identified by the State Superintendent as being applicable to charter schools. A current list of such laws, which may be added to, deleted from or otherwise altered from time to time by the State Superintendent, is attached hereto as Exhibit D.

xiii. The Illinois Pension Code (40 ILCS 5/1-101 *et seq.*). The parties hereby acknowledge and agree that the Charter School shall comply with the provisions of the Illinois Pension Code which expressly specify applicability to, or require compliance by, charter schools and it is not the intent of the parties that the Charter School shall comply with any other portions of the Illinois Pension Code.

b. Compliance with Agreement. The Charter School shall operate at all times in accordance with the terms of this Agreement, and all Exhibits attached hereto. Additionally, the Charter School's bylaws may not be inconsistent with the terms of this Agreement, and all 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 Independent Authority 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. If the Charter School is also recognized as an organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, upon request, the Charter School shall provide the Independent Authority with copies of all filings relating to the Charter School maintaining 501(c)(3) exempt status, and all its filings with the office of the Illinois Attorney General.

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 Charter School Proposal and this Agreement, provided that the Charter School shall comply with all federal and state employment laws and regulations made applicable to charter schools under the Charter Schools Law.

No later than September 15 of each year during the Term of this Agreement, the Charter School shall provide the Independent Authority with a current list of all of its employees, and shall cause each of its subcontractors to provide the Independent Authority with a current list of all of such subcontractor's employees providing services at the Charter School. Such lists shall contain the names and job positions of all applicable employees. Such list shall also indicate: (i) for each employee, the date of initiation of the criminal background investigation required under 10-21.9 of the School Code and Section 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, and evidence that such individual is Highly Qualified in accordance with Part 25, Appendix D, of 23 Illinois Administrative Code ("Highly Qualified"). For any person hired in an instructional position after September 15 of any school year, the Charter School shall provide the Independent Authority with such evidence of certification or other qualification no later than fifteen (15) 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 at the Charter School any individual (i) for whom a fingerprint-based criminal background investigation and statewide sex offender database check has not been initiated, or (ii) who has been convicted for committing or attempting to commit one of the offenses enumerated in Section 21B-80 (105 ILCS 5/21B-80) 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.* and are Highly Qualified, or who are otherwise qualified to teach under Section 27A-10(c) of the Charter Schools Law and are Highly Qualified. For purposes of this Section, "instructional positions" means all those positions involving duties and responsibilities which, if otherwise undertaken in District 187's Public Schools, would require teacher certification.

g. Building.

i. The Charter School shall initially be located at 601 D Street, Building 130H, Great Lakes Naval Base (the "Attendance Center"), in a building that complies with all applicable occupancy permits and health and safety requirements. For this and any subsequent location of the Charter School, prior to the attendance of students at such facility, the Charter School shall have obtained: (i) all applicable occupancy permits and health and safety approvals for such Attendance Center; (ii) an executed copy of the lease agreement for such Attendance Center, if occupied under a lease agreement; and (iii) 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, occupancy

permits and health and safety approvals for all Charter School facilities remain valid and in full force, and shall certify to the Independent Authority no later than July 1 of each year during the Term of this Agreement that such leases, certificates and approvals remain in force.

ii. The Charter School may change the physical location of the Charter School, provided that the Charter School fulfills the obligations and provides the information set forth in this Section with respect to such new physical location, and provided further that the Charter School notifies the Independent Authority of the proposed change in location not less than 60 days prior to taking any final action in connection therewith. Such a change in the physical location of an existing Attendance Center by the Charter School shall be deemed a material modification of this Agreement which requires the prior approval of the Independent Authority and the State Board to be in full force and effect, which approval shall not be unreasonably withheld.

h. Homeless Children. The Charter School acknowledges and agrees that the Charter School must provide services to homeless children in accordance with the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431, *et seq.*).

6. Financial Operations of Charter School.

a. Financial Management. The Charter School shall operate in accordance with Generally Accepted Accounting Principles or other generally accepted standards of fiscal management, provided that the Charter School's accounting methods shall comply in all instances with any applicable governmental accounting requirements. The Charter School shall be responsible for the management and operation of its fiscal affairs including, but not limited to, the preparation of its budget. In accordance with Section 6(k) of the Agreement, an audit of the Charter School's budget shall be conducted annually by an outside, independent auditor retained by the Charter School's Board of Directors.

b. Budget and Cash Flow. The Charter School shall prepare and provide to the Independent Authority a copy of its annual budget and cash flow projections for each year by no later than July 1 of such fiscal year. The annual budget shall be specific to the Charter School's operations in North Chicago, but the cash flow projections may include projections for the entire LEARN Charter School Network, including any other charter schools operated by LEARN, whether in Chicago Public Schools District 299 or elsewhere. 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 Independent Authority shall distribute to the Charter School the Charter School funds, as determined in Section 6(d) in four quarterly installments, payable on or before July 15, October 15, January 15, and April 15 of each fiscal year during which this Agreement is in effect, or the first business day following each such day if any such day falls on a Saturday, a Sunday, or a holiday;

notwithstanding anything to the contrary in this Section 6(c) of the Agreement, the District will distribute the first quarterly payment of the first school year to the Charter School no later than August 31, 2012. All funds distributed to the Charter School from the District shall be used for educational purposes only. The use of such funds for any other purpose is strictly prohibited.

d. Funding Procedure. In the 2012-2013 school year, the District shall calculate each quarter the per capita student tuition payment for each pupil enrolled at the Charter School at the rate of \$9,629. Beginning in the 2013-2014 school year and for each subsequent year of the Term of this Agreement, the District shall calculate each quarter the per capita student tuition payment for each pupil enrolled at the Charter School at the rate of *either* \$9,629 *or* 100 percent of the District's then per capita student tuition rate, whichever number is greater. If, due to fluctuations in District finances, \$9,629 exceeds 125 percent of the District's then per capita student tuition rate for any given year, the Charter School shall receive 125 percent of the District's then per capita student tuition rate as its per pupil amount. For purposes of this Section, "then per capita student tuition" rate refers to the rate on the most recent Annual Financial Report for North Chicago Community Unit School District 187, as calculated by the State Board.

i. First Installment. The District's first quarterly payment shall be based on a pre-enrollment report, which in Year 1 of the Charter Term shall be provided to the Independent Authority no later than August 20, 2012, and in each year thereafter no later than July 1, which pre-enrollment report shall contain the names and addresses of all students enrolled at the time in the Charter School, as verified by admission records, multiplied by one quarter of the District's then per capita tuition amount. The first quarterly payment shall be made by July 15 each year, except that in Year 1 of the Charter Term, the first quarterly payment shall be made not later than August 31, 2012.

ii. Second Installment. The District's second quarterly payment shall be calculated such that the aggregate amount of the first and second quarterly payments 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 District's then per capita tuition amount. The second quarterly payment shall be made by October 15 each year.

iii. Third Installment. The District's third quarterly payment shall be based on the number of students enrolled at the Charter School on December 15 or the first school attendance day thereafter if the 15th falls on a Saturday, Sunday or holiday, as verified by attendance records, multiplied by one quarter of the District's then per capita tuition amount. The third quarterly payment shall be made by January 15 each year.

iv. Fourth Installment. The District'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 District's then per capita tuition amount. The fourth quarterly payment shall be made by April 15 each year.

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

e. School Based Allocations for Federal or State Categorical Aid Funds. The Charter School shall be entitled to a proportionate share of federal and state categorical aid funds, including but not limited to any Title I, II, and III funds, special education reimbursements, and per pupil allocations for English Language Learners. The Charter School shall furnish the Independent Authority with eligibility data regarding federal and/or state categorical aid funding. The Charter School shall have the option to participate in District programs funded through federal and/or state categorical aid programs, or will follow the "reimbursement" process as required by the federal and state rules on all grants. In the event the State of Illinois requires a different reimbursement process for any particular state categorical funds, the Charter School shall be required to follow that process and the District shall reimburse the Charter School in accordance with the statute and upon receipt of funds by the State Office of the Comptroller. Upon receipt of an expenditure report for federal funds from the Charter School, the District shall timely report such expenditures to the State Board for reimbursement. The Charter School may submit expenditure reports to the Independent Authority for reimbursement under the federal grant programs as frequently as desired, but in no event more frequently than once per month, or less frequently than quarterly. Once the District receives reimbursement for any federal grant expenditure reported by the Charter School, the District shall immediately voucher such payment to the Charter School, but in no event later than 3 business days after receipt of such federal funds. Such federal and state funding amounts shall be in addition to the per-pupil funding amounts provided under Section 6(d) hereof and shall be sufficient to comply with all provisions of the Charter Schools Law.

The Charter School shall return to the District any unspent federal or state categorical funding from the previous year, to the extent required by applicable regulations and/or law.

f. Accounting for Grant Funds. All reimbursements for salaries, employee benefits, purchased services, supplies and capital equipment sought by the Charter School pertaining to federal grants must be provided to the District using the Illinois State Board of Education account codes provided by the Independent Authority. Proof of expenditures for salaries, employee benefits, purchased services, supplies and capital equipment for state grant reimbursements for state grants must be provided to the District using the Illinois State Board of Education account codes provided by the Independent Authority.

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

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. No student eligible for a fee waiver under Section 10-20.13 (105 ILCS 5/10-20.13) of the Illinois School Code shall be excluded from participation in the activities and programs of the Charter School because of an inability to pay a fee.

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 Section 6, it shall comply with all applicable state and federal laws regarding the reporting of charitable solicitations.

j. Management and Financial Controls. At all times, the Charter School shall maintain appropriate governance, financial controls, and managerial procedures which procedures and controls shall include, but not be limited to: (i) generally accepted accounting procedures; (ii) a checking account; (iii) adequate payroll procedures; (iv) bylaws; (v) an organization chart; and (vi) 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.

k. Annual Audits. The Charter School shall cause a Financial Statement Audit and Financial and Administrative Procedures Controls Review (collectively, the "Financial Audits") to be performed annually at its expense by an outside independent auditor retained by the Charter School and reasonably acceptable to the Independent Authority. The Financial Audits shall include, without limitation:

i. An opinion on the consolidated statement of financial position (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 Accounting Standards; and

iii. A report on compliance with requirements of applicable laws and regulations, including the audit requirements contained in the Accountability Plan.

Annually, by December 1, the Charter School shall submit to both the Independent Authority and to the State Board of Education a copy of the Financial Audits, as well as the Form 990 which the Charter School filed that calendar year with the federal Internal Revenue Service, as required by Section 27A-5(f) of the Charter Schools Law.

l. Withholding of Funds. In the event that the Independent Authority deems that there has been any material violation of this Agreement, the Independent Authority may withhold any and all payments of funds to the Charter School; provided that prior to taking any action to withhold funds the Independent Authority shall provide both the Charter School and the State Superintendent with written notice enumerating the specific failure(s) and the Charter School shall have at least 30 calendar days to cure such failure(s). Upon the Charter School's remediation of such failure(s), the Independent Authority shall immediately release any and all payments of funds due the Charter School. In the event that a dispute arises with respect to the withholding of funds that cannot be resolved following the procedures set forth in this Section, either the Independent Authority or the Charter School may send a written request to the State Superintendent of Education to resolve the dispute, and the State Superintendent shall issue a final determination in writing within fifteen (15) calendar days from receipt of the request. Upon any written determination by the State Superintendent that no material violation of the Agreement has occurred or that any alleged material violation has been cured, the Independent Authority shall immediately release any and all payments of funds due the Charter School. Notwithstanding anything to the contrary in this Section, the parties may at all times seek to enforce their rights under this Agreement through any and all legal means.

m. Attendance. The Charter School shall maintain accurate enrollment data and daily records of student attendance sufficient to file claims under Section 18-8.05 (105 ILCS 5/18-8.05) and shall provide enrollment and attendance data to the Independent Authority as requested, but in no case more frequently than on a monthly basis. Such enrollment and attendance data shall be maintained and updated at least monthly by the Charter School.

7. Insurance.

The Charter School shall, at its own expense, purchase and maintain insurance covering all of its operations. Such insurance shall include the types of insurance set forth in Exhibit E, attached 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 B+ or better by A. M. Best or a comparable rating service. No later than fifteen (15) days following the date of approval of this Agreement by the Independent Authority, and each July 1 thereafter, the Charter School shall provide the Independent Authority with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts as set forth above and in Exhibit E. All such insurance policies shall contain a provision requiring notice to the Independent Authority, at least 30 days in advance, of any material change, non-renewal or termination, to the attention of:

Independent Authority
North Chicago Community Unit School District 187
2000 Lewis Avenue
North Chicago, IL 60064

8. Academic Accountability and Evaluations.

a. Accountability Plan. The Charter School shall be held accountable by the Independent Authority in accordance with the student performance goals outlined in the Charter School Proposal, including meeting all the student performance targets outlined in the Illinois accountability workbook. By no later than November 1, 2012, the Parties shall by Agreement adopt a comprehensive Accountability Plan as described in Exhibit F, attached hereto. Such Accountability Plan shall guide the Independent Authority in its evaluation of the Charter School's performance across enumerated performance and compliance standards on a yearly basis. At the completion of the Term of this Agreement, the Accountability Plan will guide the Independent Authority in its determination of whether to renew the charter of the Charter School. Due to potentially sweeping changes regarding testing requirements and other accountability standards that may occur because of amendments to the No Child Left Behind Act or other laws or mandates, the parties agree that the student performance goals outlined in the Accountability Plan shall be subject to re-negotiation effective on or before June 30 of each year of the Agreement upon written notice from the Independent Authority. The parties agree to work diligently and in good faith to re-negotiate these student performance goals 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 Charter School Proposal and in the State Board's policies and procedures, and shall participate in State assessments required by Section 2-3.64 of the Illinois School Code. At such time as the parties execute an Accountability Plan as set forth in this Section, such Plan will govern the Charter School's administration of standardized tests.

c. Site Visits. In addition to the above procedures, the Charter School shall grant reasonable access to, and cooperate with the Independent Authority, its officers, employees and other agents, including allowing site visits by the District, its officers, employees and other agents, for purpose of allowing the Independent Authority to fully evaluate the Charter School's compliance with this Agreement and with the Charter Schools Law. Where possible, the Independent Authority shall provide the Charter School with at least 24 hours prior notice of such site visits, including a list of individuals with job titles who shall be participating in such site visits.

9. Special Education.

a. Provision of Services. The Charter School shall provide services and accommodations to students with disabilities as set forth in the Charter School Proposal

and in accordance and compliance with the Individuals with Disabilities Education Act (20 U.S.C. §1400, *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504) and all other applicable state and federal law.

b. Personnel. In implementing a full continuum of services, the Independent Authority shall ensure that the Charter School at all times maintains an appropriate level of special education staffing as necessary at the Charter School to fulfill the requirements of students' IEPs and applicable law. In the event that there is a determination based upon the requirements of students' IEPs and applicable law that the Charter School must employ part-time or full-time special education staff, the Independent Authority shall provide such personnel. The Charter School shall have an opportunity to interview any candidate offered by the District to determine the qualifications of the candidate. In the event that the Charter School determines that the candidate offered by the District is unqualified for the position, the Charter School may submit a request in writing to the State Superintendent to hire its own special education staff person, and the State Superintendent shall issue a final determination in writing within 15 calendar days from receipt of the request. In the event that the State Superintendent approves a request by the Charter School to hire its own special education staff person, the Charter School shall be permitted to hire the necessary staff person at a rate of salary and benefits that is commensurate with the rate paid by the District for a similarly-situated staff member, and shall receive reimbursement from the District in an amount equal to 50 percent of the staff person's salary and benefits; provided, however, that reimbursement shall be (i) only to the extent such personnel are necessary to the provision of the services required by students' IEPs; and (ii) commensurate with salary and benefits paid by the District for special education personnel. In the event that a qualified staff person is made available to the Charter School but the Charter School wishes to proceed with its own hiring, the Charter School shall be eligible only for that share of state special education personnel reimbursement and IDEA Part B Flow Through funds that would otherwise be available to the District for such a hire.

If there is a dispute between the Independent Authority and the Charter School as to the level of special education staffing necessary at the Charter School to meet the needs of the students, either the Independent Authority or the Charter School may send a written request to the State Superintendent of Education to resolve the dispute, and the State Superintendent shall issue a final determination in writing within 30 calendar days from receipt of the request.

10. 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 Independent Authority.

11. Renewal of Charter; Failure to Renew.

a. No later than January 1, 2017, and no earlier than September 1, 2016, the Charter School shall provide a written proposal to the Independent Authority in

accordance with Section 27A-9 of the Charter Schools Law, setting forth proposed terms of renewal of this Agreement (the "Renewal Proposal"). 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. The Renewal Proposal may contain proposed changes to this Agreement that the Charter School desires to incorporate into the renewed agreement.

b. The Renewal Proposal shall be evaluated by the Independent Authority in accordance with the requirements of the Charter Schools Law and this Agreement. The Independent Authority shall provide written notice to the Charter School indicating whether, and upon what conditions the Independent Authority is willing to renew the charter of the Charter School, including any modified terms proposed by the Independent Authority. Within 45 days of receipt of the Renewal Proposal, the Independent Authority shall convene a public meeting to obtain information to assist the Independent Authority in its renewal determination. At such meeting the Charter School shall provide any information requested by the Independent Authority to assist in its renewal determination, and shall address any modified terms proposed by the Independent Authority. Within 30 days of the public meeting, the Independent Authority shall vote, in a public meeting, to either renew or not renew the Agreement. The Independent Authority may refuse to renew the Agreement upon a finding that any cause of revocation exists under Section 12 hereof. In the case of nonrenewal, the parties shall fulfill their mutual obligations hereunder to the end of the Term of this Agreement. A nonrenewal decision shall be appealable by the Charter School to the State Charter School Commission in accordance with Section 27A-8(g) and 9(e) of the Charter Schools Law.

12. Revocation of Charter.

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

- a. Committed a material violation of any of the conditions, standards, or procedures set forth in this Agreement including the Accountability Plan; or
- b. Failed to meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified in this Agreement or in the Accountability Plan; or
- c. Failed to meet generally accepted standards of fiscal management; or
- d. Materially violated any provision of law from which the Charter School was not exempted.

In case of revocation, the Independent Authority shall notify the Charter School in writing of the reason why the charter of the Charter School is subject to revocation. The Charter School shall

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

The charter of the Charter School may also be revoked in the event that the parties agree to terminate this agreement by mutual consent.

If after following the procedures set forth in this Section, the Independent Authority determines to revoke this Agreement and the charter of the Charter School, the Independent Authority shall provide the Charter School with written notice setting forth in detail the grounds for revocation at least 14 days prior to the date the Independent Authority will take final action on such revocation. The revocation of a charter school shall be appealable to the State Charter School Commission in accordance with Section 27A-9(e) of the Charter Schools Law.

13. Resolution of Minor Violations of this Agreement.

The parties will make every effort to address minor violations of this Agreement informally. Such "minor violations" include all violations of this Agreement except for violations for which revocation of this Agreement is appropriate under this Agreement. If either party determines that a minor violation of this Agreement has not been resolved through such informal means, such party shall provide the other party with written notice of the perceived minor violation of this Agreement, as well as a demand that said minor violation be cured within thirty (30) days of the date of such written notice. Within such thirty (30) days of receipt of such written notice, the party receiving such notice shall cure the minor violation identified therein or, in the alternative, provide a written response to the other party explaining any inability to cure the minor violation as requested. At the conclusion of the thirty (30) day period, if the parties are unable to resolve the dispute through the process outlined herein, either the Independent Authority or the Charter School may send a written request to the State Superintendent of Education to resolve the dispute, and the State Superintendent shall issue a final determination in writing within fifteen (15) calendar days from receipt of the request. Notwithstanding anything to the contrary in this Section, the parties may at all times seek to enforce their rights under this Agreement through any and all legal means.

14. 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 Independent Authority or the District, except as required by law or this Agreement, and that neither the Independent Authority nor the District assumes any liability for any loss or injury resulting from (i) the acts and omissions of the Charter School, its directors, trustees, agents, subcontractors or employees; (ii) 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 (iii) 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 District to any third party.

15. 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.

16. Waiver.

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

17. 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.

18. Terms and Conditions of Charter School Proposal.

The parties hereto expressly agree that the Charter School Proposal sets forth the overall goals, standards and general operational policies of the Charter School. The Charter School acknowledges and agrees that the Charter School Proposal is an integral part of this Agreement, and the Independent Authority shall have the right to hold the Charter School responsible for all information, representations and statements contained in the Charter School Proposal. The parties understand, however, that the Charter School Proposal 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 Charter School Proposal, 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 Charter School Proposal, this Agreement, and the Charter Schools Law.

19. 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.

If to the Independent Authority: Independent Authority
North Chicago Community Unit School District 187
2000 Lewis Avenue
North Chicago, IL 60064

With copies to: Jennifer M. Saba
Assistant General Counsel
Illinois State Board of Education
100 W. Randolph St., Suite 14-300
Chicago, IL 60601

Nicki Bazer
General Counsel
Illinois State Board of Education
100 W. Randolph St., Suite 14-300
Chicago, IL 60601

24. 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.

25. Superseder.

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

26. Delegation.

The parties agree and acknowledge that the functions and powers of the Independent Authority may be exercised by any duly authorized representative of the Independent Authority, or his/her designee, provided that any ultimate decision regarding renewal, non-renewal or revocation of this Agreement may be made only by the Independent Authority.

27. 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.

28. Incorporation of Exhibits.

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

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

INDEPENDENT AUTHORITY OF NORTH
CHICAGO COMMUNITY UNIT SCHOOL



Name: DORA KING
Title: CHAIRMAN
Date: AUGUST 1, 2012

LAWNDALE EDUCATIONAL AND
REGIONAL NETWORK CHARTER
SCHOOL, INC.

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

CHARTER SCHOOL PROPOSAL

The following document is hereby incorporated by reference as if set forth fully herein:

1. The complete LEARN Charter School application submitted to the District 187 administrative office at 2000 Lewis Avenue, North Chicago, IL, on December 19, 2011.

EXHIBIT B

ORDER OF THE STATE SUPERINTENDENT

The following document is hereby incorporated by reference as if set forth fully herein:

1. The Order of the State Superintendent dated March 15, 2012, overturning the School Board's denial of the LEARN Charter School application and approving the application.

EXHIBIT C

BYLAWS

The following document is hereby incorporated by reference as if set forth fully herein:

1. The current bylaws for the LEARN Governing Board.

EXHIBIT D

**STATE BOARD OF EDUCATION 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., are hereby incorporated by reference as if set forth fully herein:
 - a. Section 2-3.12 (requires compliance with State Board building and life and safety codes).
 - b. Sections 10-20.5b (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 E

INSURANCE REQUIREMENTS

1. **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 Contract 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 Independent Authority 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 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 in an amount required by the building owner through lease or other agreement, from physical loss or damage. The

Charter School agrees to vigorously pursue language in such insurance policy stating that the insurance companies waive all right of recovery by way of subrogation against the Independent Authority or the State. In the case of District property for which the Charter School is contractually responsible, by lease or other agreement, the Charter School shall maintain property insurance for full Replacement Cost of the property, from physical loss or damage. Such insurance shall cover boiler and machinery exposures and business interruption/extra expense losses.

- a. **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 the 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.
2. **General.** The Charter School's failure to carry or document required insurance during the Term of the contract shall constitute a breach of this Agreement and any failure of the Independent Authority to demand or receive proof of insurance coverage shall not constitute a waiver of the Charter School's obligations. The Independent Authority reserves the right to obtain copies of insurance policies and insurance records by written request at any time from the Charter School or its subcontractors and to modify, delete, alter or change insurance requirements at any time.

The Charter School shall require any subcontractors to maintain comparable insurance naming the Charter School, the Independent Authority inclusive of its members, employees and agents, and any other entity designated by the Independent Authority as *Additional Insureds*. The Charter School will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

The insurance requirements set forth in this Exhibit E may be changed and or amended by mutual agreement of the parties.

EXHIBIT F

ACCOUNTABILITY PLAN

The following document is hereby incorporated by reference as if set forth fully herein:

1. The Charter School shall operate in accordance with an agreed upon Accountability Plan that shall be executed by the Parties not later than December 1, 2012. Therein, the Charter School shall commit to certain goals and outcome measures for student achievement. The Accountability Plan shall include absolute, comparative, and growth outcome measures that shall be based on the students' baseline achievement levels. Indicators may include but shall not be limited to:
 - a. The number of students meeting and exceeding standards on any state assessments considered in making AYP determinations;
 - b. Student attendance rates and suspensions;
 - c. Student engagement; and
 - d. Any other relevant standards and assessments that are annually assessed and aligned with state performance standards.

2. The accountability plan may also include goals and outcome measures relative to the following compliance categories:
 - a. Fiscal Management;
 - b. Facilities;
 - c. Professional Climate;
 - d. Legal Compliance; and
 - e. Charter Compliance.

LEARN Charter School Agreement

✓ **LEARN 9 Campus in Waukegan**

ILLINOIS STATE CHARTER SCHOOL COMMISSION CONTRACT

CHARTER SCHOOL AGREEMENT

THIS CHARTER SCHOOL AGREEMENT (“Agreement”), with an effective date of July 1, 2015, is entered into by and between the Illinois State Charter School Commission (the “Commission”), a body politic, and the Lawndale Educational and Regional Network Charter Schools, an Illinois not-for-profit corporation (“the LEARN Network”), for the operation of an independent public school, (the “LEARN Waukegan Charter School” or “Charter School”), established under the Illinois 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

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WHEREAS, on July 20, 2011 through Public Act 97-0152, the Commission was established as an independent State Commission with statewide chartering jurisdiction and authority with the responsibility to review appeals from the denial of charter proposals by the Boards of Illinois school districts, and to authorize and oversee charter schools throughout the State of Illinois;

WHEREAS, the Commission approved an Accountability Plan, containing a Performance Framework with three domains, Academic, Financial and Operational, on June 12, 2013, and amended that Accountability Plan in February, 2014, see Exhibit A;

WHEREAS, on November 14, 2014, the LEARN Network submitted a proposal to Waukegan Community Unit School District 60 ("District 60") to operate a charter school in District 60 called the LEARN-Waukegan Charter School;

WHEREAS, on January 6, 2015, District 60 denied the proposal;

WHEREAS, on February 5, 2015, LEARN submitted a timely appeal ("the Appeal") of said denial to the Commission, with proper service on District 60, which appeal included as of February 5, 2015, certain supplemental information, including information regarding LEARN's capacity to serve as an LEA, an updated LEA budget for the proposed LEARN-Waukegan campus, 2014 ISAT data, and materials related to the submission of two additional facilities;

WHEREAS, during the pendency of the Appeal, from February 6, 2015 through April 20, 2015, pursuant to the authority conferred on it by the Illinois Charter Schools Law and the Illinois Administrative Code, the Commission, through its staff, contacted both LEARN and District 60 to request additional information about the materials contained in the proposal;

WHEREAS, during the pendency of the Appeal, LEARN and District 60 submitted additional information to the Commission, with service on all parties, at the request of the Commission;

WHEREAS, the initial appeal materials, including the supplemental materials submitted on February 5, 2015, and additional clarifying documents received between February 6, 2015 and April 20, 2015 from LEARN, shall collectively constitute the LEARN Waukegan Campus Charter Proposal, ("LEARN Waukegan Proposal"), a copy of which is incorporated herein by reference and attached as in Exhibit B;

WHEREAS, Commission Staff issued a recommendation that the Commission grant the Appeal and approve the establishment of the proposed LEARN Waukegan campus, at a certain Per Capita Tuition Rate, and with the requirement that LEARN enter into an agreement to satisfy certain conditions, see Exhibit C;

WHEREAS, at a public meeting on April 21, 2015, the Commission voted to grant the Appeal and allow the LEARN Waukegan Charter School to open by September 2015, upon the execution of an

ILLINOIS STATE CHARTER SCHOOL COMMISSION CONTRACT

agreement containing certain conditions and funded at the PCTC rate of 100% of District 60, for the reasons stated in the Commission's Decision on the LEARN Waukegan Appeal, No. SCSC FY2015 – 002A, dated April 30, 2015, a copy of which is attached as Exhibit D;

WHEREAS, the parties agreed to the specific conditions referenced in the Commission's public vote and written decision, as set forth and incorporated herein at Exhibit E; and

WHEREAS, the parties desire that the LEARN Network be authorized to operate and conduct its affairs regarding the opening and operation of the LEARN Waukegan Charter School Campus 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.

The Charter School is hereby authorized, in accordance with the Charter Schools Law and the terms and conditions of this Agreement, to open and operate a new charter school in Waukegan as described herein.

3. Term of Agreement.

This Agreement shall commence on July 1, 2015, and shall expire at midnight, June 30, 2020, 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. Mission Statement. The Charter School shall operate under the mission statement set forth in the Proposal, 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. During the term of this Agreement, if the Charter School seeks to alter the language of its mission statement, but not alter its charter purpose, it may submit its revised proposed mission statement to the Commission for review.

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b. Age, Grade Range. The Charter School shall provide instruction to pupils in grades K through 8, as provided in the Proposal.

c. Enrollment. Enrollment in the Charter School shall be open to any pupil who resides within the Waukegan Community Unit School District 60. Each year, the Charter School shall set a deadline for application that is no earlier than March 1 and if, on the date of that 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 Charter School shall not request information in the application process about a student's academic aptitude, special education needs or English language proficiency.

1. 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 nonpublic school.

2. The Charter School shall serve up to 600 students in grades K through 8. Once a student has enrolled, the student shall remain enrolled for the academic year unless there is a voluntary withdrawal, transfer, reassignment, or disciplinary suspension or expulsion. The Charter School shall report total student enrollment (number of students in the whole school and by grade) to the Commission on a quarterly basis so that the Commission can certify enrollment to the State Board. The Commission reserves the right to conduct inspections or similar investigations to verify enrollment as necessary to certify enrollment for the State Board.

d. Student Transfers. For any student transfer out of the Charter School, the Charter School shall make reasonable best efforts to obtain a transfer form signed by the student's parent/guardian which affirmatively states that the student's transfer is voluntary.

e. 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 Proposal, 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.

f. Evaluation of Pupils. The Charter School's plan for evaluating pupil performance,

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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 Proposal.

g. Curriculum. The curriculum established by the Charter School shall be consistent with the Proposal and as otherwise modified or supplemented herein. The Charter School shall notify the Commission of any material change in its curriculum subsequent to the date of this Agreement.

h. School Year; School Days; Hours of Operation. Instruction shall commence in the 2015-2016 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 each school year. The days and hours of operation of the Charter School shall be as set forth in the Proposal or as otherwise established by the Charter School. During the term of this Agreement, if the Charter School seeks to change its school year calendar, it may submit its proposal to the Commission for review and consideration.

i. Student Discipline. The Charter School shall implement a system of uniform student discipline that is consistent with relevant law. The Charter School shall provide the Commission with a copy of its student discipline policy and shall provide the Commission with an annual update regarding its student discipline policy to confirm implementation of a system of uniform discipline.

j. Governance and Operation. The operation of the governing Board of the Charter School shall be as set forth in the Proposal, including all necessary procedures to establish a Local Educational Authority for the LEARN Waukegan Charter School Campus.

k. Pupil Transportation. The Charter School shall meet the transportation needs of its students in the manner as set forth in the Proposal.

l. 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 Commission 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:

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a. Compliance with Laws and Regulations. The Charter School shall operate at all times and shall be in compliance with the Charter Schools Law, all other applicable federal, State and local laws, codes, or regulations, 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 Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.);
- ii. The No Child Left Behind Act of 2001 (PL 107-110, signed January 8, 2002);
- iii. Section 2-3.64 of the School Code (105 ILCS 5/2-3.64), regarding performance goals, standards, and assessments;
- iv. Section 10-21.9 of the School Code (105 ILCS 5/10-21.9;) regarding criminal background investigations of applicants for employment;
- v. Section 24-24 of the School Code (105 ILCS 5/24-24;) 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.); and
- xiii. All applicable health and safety regulations of the State of Illinois and the local municipalities, including without limitation those laws specifically identified by the Commission or the State Board as being applicable to charter schools. A current

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list of such laws, which may be added to, deleted from, or otherwise amended from time to time, is attached hereto as Exhibit F.

b. **Compliance with Agreement.** The Charter School shall operate at all times in accordance with the terms of this Agreement, including the Accountability Plan as later defined herein. To fulfill its oversight responsibilities and to the extent permitted by law, the Commission may at any time request access to the Charter School to observe or inspect school operations or the educational program and may request that the Charter School make available for inspection any and all records kept and maintained in accordance with this Agreement, the Accountability Plan and applicable federal and state laws and regulations. Except in emergencies, any such request shall be made in a reasonable manner and seek to minimize disruption of school operations.

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 law 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 Commission 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 Commission 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 Renewal 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 Commission with a current list of all of its employees, and shall cause each of its subcontractors to provide the Commission with a current list of all of such subcontractor's employees providing services at the Charter School. Such lists shall contain the names and job positions, of all applicable employees. Such lists shall also indicate: (i) for each employee, the date of initiation of the criminal background investigation required under Section 10- 21.9 of the School Code and Section 5(e) of this Agreement, and the results of such background check; and (ii) for each individual employed in an instructional position, evidence of certification, or evidence that such individual is otherwise qualified to teach

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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 Section 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 Commission with such evidence of certification or other qualification no later than thirty (30) 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 criminal background investigation has not been initiated or (ii) who has been convicted for committing or attempting to commit one of the offenses enumerated in Section 10-21.9 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 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.

6. Building.

a. The Charter School shall be located at the address set forth in Exhibit H to this Agreement, and as further set forth in Exhibit E hereto, which establishes the conditions the LEARN Network is expected to meet with regard to the Charter School's facility.

1. After July, 2015, during the term of this Agreement, if any other building is desired to be utilized for the Charter School, the Charter School shall have obtained and submitted to the Commission for review no later than 30 days prior to the commencement of operation of any new building or addition: (1) all applicable occupancy permits and health and safety approvals for such addition; (2) an executed copy of the lease agreement for such new building or addition, if occupied under a lease agreement; and (3) evidence of title to such building or addition, if owned by the Charter School. The Charter School shall take such actions as are necessary to ensure that all leases, occupancy permits and health and safety approvals for any and all established school buildings remain valid and in force, and shall certify to the Commission no earlier than June 1 and no later than July 1 of each subsequent year during the term of this Agreement that such leases, certificates and approvals remain in force.

7. Finance

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- a. **Financial Management.** The Charter School shall operate in accordance with GAAP or other generally accepted standards of fiscal management, provided that the Charter School's accounting methods shall comply in all instances with any applicable governmental accounting requirements.
- b. **Budget and Cash Flow.** The Charter School shall prepare and provide to the Commission 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/Commission's Fee.**
- i. The State Board shall distribute the Charter School Funds, in four quarterly installments payable on or before August 15, November 15, February 15, and May 15 of each fiscal year. The first such distribution shall be August 15, 2015. All funds distributed to the Charter School from the State Board shall be used for educational purposes only. The use of such funds for any other purpose is strictly prohibited. Funds distributed shall be based on the quarterly enrollment certifications submitted by the Charter School to the Commission noted here-in.
 - ii. Pursuant to the Charter Schools Law, the Commission shall assess the Charter School an Operational Fee in an amount up to 3% of the General State Aid allotted for the fiscal year, beginning in Fiscal Year 2016. The Commission shall invoice the Operational Fee on a quarterly basis. The Operational Fee shall be due following the Charter School's receipt of each Quarterly Installment from the State Board. The actual amount of any Operational Fee shall be determined by the Commission on an annual basis, pursuant to the Commission Policy Regarding Operational Fee for Commission Schools.
- d. **Refund of Unspent Funds.** In the event that this Agreement is revoked or is not renewed by the Commission, the Charter School shall refund to the State Board all unspent funds in accordance with Section 27A-11(g) of the Charter Schools Law.
- e. **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 School Code. The Charter School may, to the extent permitted by law, charge a reasonable fee per student for workbooks, textbooks, instructional materials, classroom supplies and any required student activities (including any trips to offsite locations and/or outside of the Charter School's premises), and may separately charge reasonable fees for field trips at or around the time of

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such field trips, all provided that students eligible for a fee waiver in accordance with the Charter School's Fee Waiver Policy are not prevented from attending school or any field trip as a result of being unable to pay such fees. The fee referenced above does not apply to student activities, summer school activities, after school activities or any other activities at the Charter School where the activity is not part of the curriculum and participation of the students and/or parents is voluntary.

f. **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 Section 7, it shall comply with all applicable State or federal laws regarding the reporting of charitable solicitations.

g. **Management and Financial Controls.** At all times, the Charter School shall maintain appropriate governance and managerial procedures and financial controls. These procedures and controls shall include, but not be limited to: (1) generally accepted accounting procedures; (2) a checking account; (3) adequate payroll procedures; (4) bylaws; (5) an organization chart; and (6) procedures for the creation and review of monthly and quarterly financial statements, which procedures shall specifically identify the individual who will be responsible for preparing such financial statements. The Charter School shall submit the following unaudited financial statements, created pursuant to this paragraph, to the Commission on a quarterly basis: (i) statement of activities; (ii) cash flow statement and (iii) balance sheet. These three statements shall be submitted to the Commission no later than thirty (30) days after the end of each quarter and may be submitted via electronic mail.

h. **Annual Audits.** The Charter School shall cause a Financial Statement Audit and Financial and Administrative Procedures Controls Review (collectively, the Financial Audits) to be performed annually at its expense by an outside independent auditor retained by the Charter School and reasonably acceptable to the Commission. The Financial Audits 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 Accounting Standards; and

iii. A report on compliance with requirements of applicable laws and regulations, including the audit requirements contained in the Accountability Plan.

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The Financial Audits shall be made available to the State Board and Commission no later than December 1 of each year during the term of this Agreement, beginning with December 1, 2015.

i. Quarterly Enrollment Reports. The Charter School shall prepare or cause to be prepared quarterly enrollment reports, which shall be provided to the State Board and Commission on or before July 15, October 15, January 15, and April 15 of each year, beginning July 15, 2015. The Commission shall certify such enrollments to the State Board after verification of the same.

j. Withholding of Funds. In the event the Charter School fails to submit to the State Board or the Commission any documents or information required under this Agreement, or fails to follow any procedures and policies set forth in this Agreement, the Commission may submit a written request to the State Superintendent that the State Superintendent withhold any and all payments of funds to the Charter School provided that the Commission gives the Charter School prior written notice enumerating the specific failure(s) and the Charter School fails to submit the required documents or information within 30 days of receipt of such notice. Upon the Charter School's remediation of any such failure(s), the Commission shall request that the State Superintendent immediately release any and all payments of funds due to the Charter School. Repeated violations of this paragraph shall be deemed a material violation of this Agreement, and the Commission may revoke this Agreement and the charter of the Charter School.

8. Insurance. The Charter School shall, at its own expense, purchase and maintain insurance covering all of its operations. Such insurance shall include the types of insurance set forth in Exhibit G 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 B+ or better by A.M. Best or a comparable rating service, or shall be an authorized Risk Retention Group acceptable to the Commission or a program of self-insurance reasonably acceptable to the Commission.

No later than fifteen (15) days following the date of approval of this Agreement by the Commission, and each July 1 thereafter, the Charter School shall provide the Commission with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts as set forth above and in Exhibit G. All such insurance policies shall contain a provision requiring notice to the Commission, at least 30 days in advance, of any material change, non-renewal or termination, to the attention of:

Executive Director
Illinois State Charter School Commission

ILLINOIS STATE CHARTER SCHOOL COMMISSION CONTRACT

Michael A. Bilandic Building
160 North LaSalle Street
Suite S-601
Chicago, IL 60601

9. Academic Accountability and Evaluations.
- a. Accountability Plan. The Charter School shall be held accountable by the Commission in accordance with the Accountability Plan contained in Exhibit A (“Accountability Plan”).
 - b. Standardized Tests. The Charter School shall administer such standardized tests of academic proficiency as are provided for in the Renewal Application and the State Board’s policies and procedures, and shall participate in State assessments required by Section 2-3.64 of the School Code.
 - c. Site Visits. In addition to the above procedures, the Charter School shall grant reasonable access to, and cooperate with, the State Board and Commission, its officers, employees and other agents, including allowing site visits by the State Board and Commission, its officers, employees and other agents, for the purpose of allowing the State Board or Commission to fully evaluate the operations and performance of the Charter School pursuant to the Accountability Plan and the Charter Schools Law. Where possible, the State Board or Commission shall provide the Charter School with at least 24 hours prior notice of such site visits.
10. Special Education.
- a. The Charter School shall provide services and accommodations to students with disabilities as set forth in the Renewal Application and in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.) (“IDEA”), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (“Section 504”). The Charter School shall provide a full continuum of services to implement the IEP of a student with disabilities.
 - b. The Charter School must, at all times, provide for the appropriate administrative oversight of special education services and accommodations to students with disabilities. To meet this requirement, the Charter School may:
 - i. Employ a full-time Director of Special Education; or
 - ii. Join the Special Education District of Lake County and enter into a joint operating agreement with SEDOL for the provision of such services; or

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- iii. Contract with a school district that is located in Lake County and not a member of the SEDOL for the provision of such services; or
 - iv. Contract with or otherwise employ a qualified and certified special education professional to provide such services, provided that any contract entered into by the Charter School under this subsection shall be full-time educational services, including the above special education services and accommodations.
- c. Under any of the alternatives specified in subparagraph (b) above, the personnel providing the required services as Director of Special Education must be available when necessary to ensure that the needs of all children with disabilities are fully satisfied. Reimbursement would be available only for employment of a fulltime Director of Special Education;
- d. The Charter School must provide technical assistance supervision to special education staff;
- e. The Charter School must maintain written special education policies and procedures;
- f. The Charter School must continue to train staff members relative to the policies and procedures with regards to the following:
- i. the formal referral process;
 - ii. identification of needed assessments;
 - ii. timelines;
 - iii. determination of eligibility; and
 - v. the IEP process.
- g. The State Board shall direct to the Charter School those federal and state special education funds due to the Charter School because of the eligible child count or other appropriate special education reimbursement mechanisms based on the Charter School's submission of appropriate applications and/or claims.
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 Commission.

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12. Renewal of Charter; Failure to Renew.

No later than January 1, 2020 and no earlier than September 1, 2019, the Charter School shall provide a written application to the Commission in accordance with Section 27A-9 of the Charter Schools Law, setting forth proposed terms of renewal of the Agreement. Pursuant to Section 27A-9(b) of the Charter Schools Law, the renewal application of the Charter School shall contain the most recent annual report and financial statement of the Charter School. The written application may contain proposed changes to this Agreement that the Charter School desires to incorporate into the renewed agreement.

The renewal of the Agreement will be governed by the Commission's Accountability Plan, which incorporates the renewal framework, first adopted on June 12, 2013 and amended in February 2014, and is fully incorporated herein, as are any amendments to the Accountability Plan, the renewal framework and other policies or rules adopted by the Commission pertaining to renewal. The current version of the Accountability Plan is attached hereto as part of Exhibit A. The Commission hereby gives notice, that at the time of renewal, the Commission will review LEARN's demographics over the 5 year period of the contract and compare LEARN Waukegan's student demographics to those of the host district, and that the Commission will additionally review LEARN's outreach, recruitment and advertising activities to assess the extent to which LEARN has pro-actively sought to solicit students from all families in the host district to enroll in its school. The Commission shall provide written notice to the Charter School indicating whether, and upon what conditions, it is willing to renew the charter of the Charter School, including any modified terms proposed by the Commission. If there is no agreement on the terms of renewal, the parties shall then fulfill their mutual obligations hereunder to the end of the Term of this Agreement. The Commission may refuse to renew the Agreement upon a finding that any cause for revocation exists under Section 13 hereof.

13. Revocation of Charter.

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

- a. Committed a material violation of any of the conditions, standards, or procedures set forth in this Agreement including the Accountability Plan; or
- b. Failed to meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified in this Agreement or in the Accountability Plan; or

ILLINOIS STATE CHARTER SCHOOL COMMISSION CONTRACT

- c. Failed to meet generally accepted standards of fiscal management; or
- d. Materially violated any provision of law from which the Charter School was not exempted.

In 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 Section 22 of this Agreement.

In the event that the Commission proposes to revoke this Agreement and the charter of the Charter School, the Commission 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 Commission will take 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 State Board and Commission, its members, officers, employees, agents, affiliates and representatives, past and present (collectively, the "State Board Indemnitees" and the "Commission 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 to the extent applicable to Illinois public schools by the Charter School, its faculty, students, patrons, employees, sub-contractors, guests or agents, and/or any breach, defaults, 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 (subparagraphs (i) – (iii) collectively, the Covered Losses). This indemnification shall not apply to the extent that any Covered Loss results from the negligence, willful or wrongful act or omission of any State Board Indemnitees or the Commission Indemnitees or from any act or omission of the Charter School required by law or this Agreement.

b. 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.

ILLINOIS STATE CHARTER SCHOOL COMMISSION CONTRACT

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 State Board or Commission except as required by law or this Agreement, and that the State Board or Commission 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 State Board or Commission 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. Counterparts; Signature by Facsimile.

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

19. Terms and Conditions of the Agreement

The parties hereto expressly agree that the Proposal sets forth the overall goals, standards and general operational policies of the Charter School, and that the Proposal 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 Proposal, 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, this Agreement, and the Charter Schools Law.

20. Amendments.

June 29, 2015

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ILLINOIS STATE CHARTER SCHOOL COMMISSION CONTRACT

Odelson Sterk
3318 West 95th Street
Evergreen Park, IL 60805

If to the Commission:

Executive Director
Illinois State Charter School Commission
Michael A. Bilandic Building
160 North LaSalle Street
Suite S-601
Chicago, IL 60601

With copies to:

Lisa T. Scruggs
Duane Morris LLP
190 South LaSalle Street
Chicago, IL 60603

23. 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.

24. Superseder.

This Agreement supersedes and replaces any and all prior agreements and understandings between the Commission and the Charter School. 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. Notwithstanding anything in this Agreement to the contrary, the Charter School does not consent to comply with any laws, regulations, or policies from which it is exempted under the Charter Schools Law.

25. Delegation.

The parties agree and acknowledge that the functions and powers of the Commission may be exercised by the Interim Executive Director or Executive Director, provided that any ultimate decision regarding renewal, non-renewal or revocation of this Agreement may be made only by the

June 29, 2015

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ILLINOIS STATE CHARTER SCHOOL COMMISSION CONTRACT

Commission. The parties also acknowledge that the functions and powers of the State Board may be, in some instances, exercised by the State Superintendent, if authorized by law.

26. 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 Commission to declare this Agreement null and void.

27. 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.

28. Incorporation of Exhibits.

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

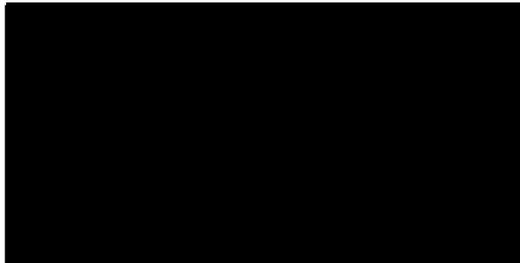
IN WITNESS WHEREOF, the parties have made and entered into this amended and restated Agreement as of the effective date hereof.

ILLINOIS STATE CHARTER
COMMISSION SCHOOL



Title: Chairman

Date: 7-1-15



Date: 6/29/15

ILLINOIS STATE CHARTER SCHOOL COMMISSION CONTRACT

EXHIBIT A

Commission's Accountability System

ILLINOIS STATE CHARTER SCHOOL COMMISSION CONTRACT

EXHIBIT B

LEARN Waukegan Proposal, as defined in this Agreement.

ILLINOIS STATE CHARTER SCHOOL COMMISSION CONTRACT

EXHIBIT C

Motion to Grant Appeal

ILLINOIS STATE CHARTER SCHOOL COMMISSION CONTRACT

EXHIBIT D

Commission's Decision on Appeal, dated April 30, 2015

ILLINOIS STATE CHARTER SCHOOL COMMISSION CONTRACT

EXHIBIT E

Conditions for Contract Performance

The Commission has approved the LEARN Waukegan Proposal and establishment of LEARN Waukegan Charter School, subject to the execution of an agreement containing the following conditions:

- (1) Execution of a lease on or before July 1, 2015;
- (2) Approval by Commission staff on or before July 1, 2015 of a facility plan that enables the school to open on or before September 15, 2015; and
- (3) approval by Commission staff on or before July 1, 2015 of a revised budget for the 2015-16 academic year that reflects all anticipated income and expenses, and with per pupil funding of 100% of Waukegan District 60 PCTC rate.”

ILLINOIS STATE CHARTER SCHOOL COMMISSION CONTRACT

EXHIBIT F

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

6. The Following Sections of the Illinois School Code, 105 ILCS 5/1-1 et seq.:
7. Section 2-3.12 (requires compliance with State of Illinois building and life and safety codes).
8. Sections 10-20.5b, (prohibits tobacco use on school property).
9. Section 10-20.17a (requires in-service training for school personnel who handle hazardous or toxic waste).
- d. Section 10-20.23 (requires schools to have tornado protection programs).
- e. Section 10-21.10 (prohibits students from having electronic paging devices on school property unless otherwise authorized by the school board).
- f. Section 10-21.11 (requires schools to have policies for handling students with chronic infectious diseases).
10. Section 27-8.1 (requires that students have periodic health examinations and immunizations).
11. 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. Fire Drill Act, 105 ILCS 120/0.01 et seq.
5. Toxic Art Supplies in Schools Act, 105 ILCS 135/1 et seq.

ILLINOIS STATE CHARTER SCHOOL COMMISSION CONTRACT

EXHIBIT G

INSURANCE REQUIREMENTS

12. Worker's Compensation and Employers' Liability Insurance. Workers' Compensation insurance as required by state law (can be provided by an authorized risk retention group or a commercial insurance company). Employers' Liability insurance for employee accidents or diseases. (Employers' Liability Insurance Limits: \$100,000 per employee; Aggregate Limit for disease – \$500,000.)
2. Commercial General Liability Insurance. With a combined single limit of \$1,000,000 per occurrence for personal injury and property damage liability, and premises and operations, including independent contractors, contractual liability, and products/completed operations coverage. The Charter School shall have its general liability insurance endorsed to provide that the State Board and Commission, a body politic and corporate, and its members, employees, and agents, and any other entity as may be designated by the Commission are named as "Additional Insureds" on a primary basis, without recourse or contribution from the additional insureds for claims arising out of operation of the Charter School.
3. School Board Legal/Professional Liability Insurance. To protect the Charter School and its directors and officers from liability claims arising from wrongful acts, errors or omissions that do not involve bodily injury or property damage. (Limits: \$1,000,000)
4. Commercial Automobile Liability Insurance. For bodily injury or property damage arising from owned, leased, hired or non-owned vehicles used by the Charter School. (Combined Single Limit: \$1,000,000)
5. Umbrella (Excess) Liability Insurance. To provide excess protection over underlying general and professional liability coverages. (Limits: \$2,000,000)
13. Property Insurance. To insure the replacement value of school property, including property for which the Charter School is contractually responsible by lease or other agreement, for loss or insurance from "special perils" of physical loss or damage. Such insurance shall cover boiler and machinery exposures and business interruption/extra expense losses.

ILLINOIS STATE CHARTER SCHOOL COMMISSION CONTRACT

Exhibit H

FACILITY INFORMATION

The LEARN Waukegan Charter School shall be located at 540 South McAlister Avenue, in Waukegan, Illinois.

North Chicago Revised Accountability Plan

REVISED ACCOUNTABILITY PLAN

WHEREAS, the Independent Authority of North Chicago CUSD 187 (the "Independent Authority" or the "District") and the Board of Trustees governing Lawndale Educational and Regional Network Charter School, Inc. ("LEARN" or the "Charter School") (collectively, the "Parties"), have entered into a Charter School Agreement (the "Charter School Agreement" or the "Agreement"), effective July 1, 2012, to authorize and grant the charter of the LEARN 6 Campus Charter School of the Lawndale Educational and Regional Charter School Inc. (the "Charter School"); and

WHEREAS, the Parties agree that in accordance with Section 27A-9 of the Charter Schools Law, 105 ILCS 5/27A-9, and the terms of the Charter School Agreement, the Charter School may be held accountable for its performance in each of the following areas, which under this Agreement shall be referred to as "Compliance Categories":

- A. Pupil Performance;
- B. Fiscal Management;
- E. Legal Compliance; and
- F. Charter Compliance.

WHEREAS, under Section 8 of the Charter School Agreement, the Parties have agreed to enter into an Accountability Agreement (the "Accountability Plan") setting forth the performance goals, standards, objectives, and assessments for the Charter School; and

WHEREAS, in that same Section 8 of the Charter School Agreement, the Parties have agreed that by no later than December 1, 2012, the Parties shall by separate Agreement adopt a new Accountability Plan that will supersede and replace the Accountability Plan framework now contained in Exhibit F of the Charter School Agreement (the "Revised Accountability Plan"); and

WHEREAS, the Parties have determined that it is in the best interests of the Independent Authority, the Charter School, its 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; and

WHEREAS, the Parties have determined that it is in the best interests of the Independent Authority, the Charter School, its students, parents and the public, to articulate clear responses to noncompliance by the Charter School through a monitoring and due process system that supports and encourages success and longevity for the Charter School;

NOW, THEREFORE, the Parties agree as follows:

1. Accountability Components.

The Parties hereby agree that the Charter School shall be evaluated annually in accordance with this Agreement and with respect to each of the Compliance Categories.

The Parties have determined that the Revised Accountability Plan components are as follows:

- a) Annual reporting of all elements required on the school report card submitted annually to the District by the Principal or his/her designated, Senior Certificated Staff Member at the Charter School according to the date announced by the State and according to the District's current Master Calendar of Reporting Requirements.
In addition to annual reporting on State assessments, the Charter School shall implement the Illinois 5Essentials Survey as required under Section 2-3.153 of the School Code, designed to help administrators identify strengths and weaknesses within their schools and target necessary resources and interventions.
- b) Annual reporting on results of student assessment via State testing requirements submitted annually to the District by the Principal or his/her designated, Senior Certificated Staff Member at the Charter School according to the date announced by the State and according to the District's current Master Calendar of Reporting Requirements.
- i. All students must take the assessments or alternative assessments.
 - ii. Pursuant to any growth model Illinois adopts for school and district accountability, the Charter School must meet or exceed student achievement and student progress targets established for the School.
 - iii. All students who do not meet standards as determined by the Charter School's Curriculum Based Measure must receive appropriate Response to Intervention academic interventions.
- c) Education elements, including the following, to be submitted annually to the District by the Principal or his/her designated, Senior Certificated Staff Member at the Charter School on or before August 1:
- i. Class size.
 - ii. Enrollment, lottery procedures.
 - iii. Number of minutes within the school year.
 - iv. Student attendance rate (%).
 - v. Student mobility rate (%).
 - vi. Discipline Incidents.
 - vii. Truancy rate (%).
 - viii. Enrollment of students with disabilities.
 - ix. Personnel credentials.
 - x. Continuous Improvement Plan outlining best instructional practices documented in Rising Star on the Illinois Interactive Report Card or an "approved equivalent" (only applies if Charter School is identified for school improvement).
- d) Annual submission of documents to the District submitted annually by the Principal or his/her designated, Senior Certificated Staff Member at the Charter School on or before December 1.
- i. Audit report.
 - ii. Copies of annual building inspections.

iii. ISBE Annual Charter School Report Information.

2. Annual Performance Reports.

The District shall make annual site visits to review Charter School operations and records, including but not limited to pupil performance, school governance, fiscal, and operations practices and data. Not less than 72 hours prior to a site visit, the Independent Authority will provide the Charter School with a list of any records that will be requested for review and an explanation of the protocol for the site visit. The Independent Authority shall issue an Annual Performance Report indicating the Charter School's performance on each of the Indicators in the Compliance Categories provided herein. The Annual Performance Report shall be based on reports submitted by the Charter School pursuant to the Charter Agreement or this Accountability Plan and on any data compiled by the District for the preceding school year. The Independent Authority shall issue the Annual Performance Report by December 1 of each year. In accordance with Section 8(c) of the Charter School Agreement, nothing in this section shall be construed to limit the ability of the District to conduct additional site visits as necessary to fully evaluate the operations and performance of the Charter School pursuant to this Revised Accountability Plan and the Charter School Law.

The Performance Report will include the following Compliance Categories: Pupil Performance, Fiscal Management, Legal Compliance, and Charter Compliance. Each category will have a minimum of one Indicator and the Charter School's performance on each Indicator will be rated as:

- (1) High – performance is clearly satisfactory;
- (2) Middle - Performance may be satisfactory or unsatisfactory or inconclusive, depending on additional factors which may require further evaluation; or
- (3) Low – performance is clearly not satisfactory.

This Agreement 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 District to rate a category higher or lower than when performance level criteria are strictly applied. The District shall consider classifying a pupil performance Indicator as "High" if the Charter School's performance, without attaining the level specified for "High" performance by this Agreement, nonetheless greatly exceeds the performance of other comparable public schools.

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.

The Charter School shall participate fully in any State required assessments of student learning and student growth and the ACCESS for ELLs (Assessing Comprehension and Communication in English State-to-State for English-Language Learners). In addition, the Charter School

shall implement some type of nationally-recognized formative assessment of student growth within the academic year and from year-to-year. The District will not have access to any assessments used internally by the Charter School unless such assessments are required by the State. The Parties agree and understand that 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 requirements for State testing may change and the Charter School will be subject to any and all new requirements imposed by the State. In accordance with State testing requirements, the Independent Authority reserves the right to require the Charter School to demonstrate growth and closure of the achievement gap at certain points in time and in accordance with certain pre-determined State targets.

The Charter School’s attendance rate will also be assessed in accordance with any Absolute Performance or Growth targets defined by the State. 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 Independent Authority may use Low performance on this measure as the basis for further inquiries about any Charter School practices which may be the cause of the Low performance. The Charter School shall cooperate with all reasonable inquiries by the Independent Authority in this regard.

In addition to any Absolute Performance or Growth targets for student achievement established by the State, by School Year 2014-2015 and thereafter, the Charter School shall outperform the District in the following areas: State-Mandated Student Assessments, Participation Rate in State-Mandated Student Assessments, and any State-mandated “Other Indicators” such as attendance.

B. Fiscal Management

The following Financial Management 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.
Financial Audit	No Findings.	Any Minor findings.	Any repeated findings; any Major findings.
Financial Obligations and Practices: Financial statements audit, internal controls, pension payments, payroll taxes, insurance coverage, loan payments and terms, proof of proper insurance coverage and adequate levels of coverage.	All in good standing and no findings.	Any Minor finding or non-payment with realistic plan to make payment; non-	Any repeated finding; any Major finding; any Non-payment without

		compliance with loan terms.	realistic plan to make payment; non-compliance with loan terms.
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The District shall use budget and cash flow statements submitted pursuant to Section 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 District shall use the financial statements presented in the Charter School's annual financial audit, required under Section 6(k) of the Agreement, along with any other relevant information, to determine if the Charter School maintained a balanced budget during the prior year.

The District shall evaluate and present as part of the Financial Practices Indicator the following items, required by Sections 6(k) and 7 of the Agreement:

- 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;
- c. The status of the Charter School's payments of pensions, payroll taxes, insurance coverage, and debt service payment; and
- d. The Certificate(s) of Insurance and the Common Policy Declaration together with policy coverage forms and endorsements.

E. Legal Compliance

Each Annual Performance Report shall specifically state the Charter School's performance in relation to the Legal Compliance requirements listed below and shall state the Charter School's performance in relation to other requirements if such performance is Middle or Low. The Annual Performance Report is not limited to these Indicators and the District may consider other Indicators, as warranted.

In each case, "High" shall be complete compliance with the law and the Charter School Agreement; "Middle" shall be a Minor violation of the law or the Agreement; and "Low" shall be a Major violation of the law or the Agreement.

Indicator	High	Middle	Low
<i>Statute</i>			
Abused and Neglected Child Reporting Act (325 ILCS 5/1 et seq.)			
Administration of Medication (105 ILCS 5/10-22.21b)			
American Recovery and Reinvestment Act of 2009			

(PL 111-5			
Criminal Background Investigations (105 ILCS 5/10-21.9)			
Electronic Paging Devices and Cell Phones on School Property (105 ILCS 5/10-21.10)			
Eye Protection Act (105 ILCS 115/0.01 et seq.)			
Hazardous Materials Training (105 ILCS 10-20.17a)			
Health Examinations and Immunizations (105 ILCS 5/27-8.1)			
Illinois Vehicle Code (625 ILCS 5/1-101 et seq.)			
Individuals with Disabilities Education Improvement Act of 2004 (IDEIA) (20 U.S.C.-1400 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.-794), and all applicable sections of the Illinois School Code.			
Infectious Diseases Policies (105 ILCS 5/10-21.11)			
No Child Left Behind Act of 2001 (NCLB) (PL 107-110, signed January 8, 2002)			
Open Meetings Act (ILCS 120/1.01 et seq.)			
Response to Intervention (RTI) (IDEIA) (20 U.S.C.-1400 et. seq.) (PL 108-446); and all applicable sections of the Illinois School Code			
School Safety Drill Act (105 ILCS 128/1 et seq.)			
Student Records Act (105 ILCS 10/1 et seq.)			
Teachers Qualifications(105 ILCS 5/27A-10(c), and Sec. 5(f) of the Charter Agreement)			
Tobacco Use on School Property (105 ILCS 10-20.5b)			
Toxic Art Supplies in Schools Act (105 ILCS 135/1 et seq.)			

F. Charter Compliance

Each Annual Performance Report shall specifically state the Charter School's performance in relation to the Charter Compliance requirements listed below and shall state the Charter School's performance in relation to other requirements if such performance is Middle or Low. The Annual Performance Report is not limited to these Indicators and the District may consider other indicators, as warranted.

In each case, "High" shall be complete compliance with the law and the Charter School Agreement; "Middle" shall be a Minor violation of the law or the Agreement; and "Low" shall be a Major violation of the law or the Agreement.

Indicator	High	Middle	Low
<i>Charter Agreement</i>			
Building, including the presence of any outstanding Building Code violations (Sec. 5(g))			
Corporate Status (Sec. 5(c))			
Enrollment Procedures (Sec. 4(c))			
Governance and Operations (Sec. 4(j))			
Management and Financial Controls (Sec. 6(j))			
Quarterly Financial Statements (Sec. 6(d))			
Third Party Contracts (Sec. 7(i))			

The Charter School shall cause each of the above Indicators to be tested annually as part of the Charter School's audit. The District shall also review Charter School records in these areas at least biannually.

When determining how to classify a Compliance Indicator, the District may consider information from various sources, including but not limited to audits, site visits, and information provided by parents or employees. If the District believes a violation has occurred which would lead to the classification of an Indicator as Middle or Low, it shall first ask the Charter School to respond to the information upon which the classification would be based. If the District believes a violation has occurred which may be material, it shall also obtain an opinion from a qualified third party professional(s) regarding the importance of the violation.

In general, a violation will be considered Major if it indicates a deliberate act of wrongdoing, reckless conduct or causes a loss of confidence in the abilities or integrity of the school or seriously jeopardizes the continued operation of the school. Classification of a finding as material shall be at the sole discretion of the District.

4. Charter School Participation in the Accountability Process.

The Charter School shall take all necessary actions to collect and report the information required by the Revised Accountability Plan, including, without limitation:

- (a) Participation in annual site visits conducted by the District to ascertain that sufficient, minimum educational and operational practices are in place;
- (b) An annual financial and compliance audit, required by law and by the Agreement;
- (c) Provision of student, school and employee information required by the Agreement;
- (d) Provision of information that is necessary to evaluate parent, student, employee or public allegations of audit findings that, if true, would constitute a violation of the law or Agreement; and
- (e) Reasonable 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.

5. Noncompliance Procedures.

The District shall address noncompliance by the Charter School through the following procedures:

- (a) Documented personal telephone call providing a reminder to the Charter School when it becomes out of compliance with any part of this Agreement, including, but not limited to, failure to make required submissions according to the District's current Master Calendar of Reporting Requirements;
- (b) "Request for Required Information" letter sent to the Charter School 10 and then 15 business days after verbal notification of noncompliance with this Agreement, including, but not limited to, past due required information;
- (c) "Notice of Noncompliance" letter sent to the Charter School from the Chief Executive Officer giving the Charter School 10 business days to bring the Charter School into compliance;
- (d) Meeting between District staff members and school officials to develop the "Plan of Corrective Action" if the Charter School remains out of compliance; and
- (e) The Charter School will have no more than three (3) months to implement the Plan of Corrective Action.

IN WITNESS WHEREOF, the Parties have made and entered into the Revised Accountability Plan as of the dates written below.

Independent Authority Chairman
Independent Authority
Chicago School District 187

Board President
Lawndale Educational and Regional
Network Charter School, Inc.

By:



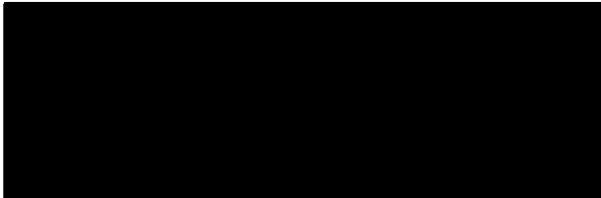
Name:

Title:

IA Chairman

Date:

By:



Name:

Title:

*Gregory White
President + CEO*

Date:

8/7/13

LEARN Charter School Locations, Facilities, and Administrators

LEARN Charter School Locations, Facilities, and Administrators

Campus	Grades for 2015-2016	Address	Principals 2015-2016 (only administrators)	Separate Facilities, Staffs and Students
LEARN Romano Butler	K-8 th	1120 S. Homan Ave, Chicago, IL 60624	Robin Johnson	Yes
LEARN Excel	K-5 th	3021 W. Carroll Ave, Chicago, IL 60612	Sekou Robertson	Yes
LEARN Campbell	K-5 th	212 S. Francisco Ave, Chicago, IL 60612	Karin McGuire	Yes
LEARN South Chicago	K-8 th	8914 S. Buffalo, Chicago, IL 60617	Tina Walker	Yes
LEARN Hunter Perkins	K-7 th	1700 W. 83 rd St, Chicago, IL 60620	Jon Bennett	Yes
LEARN 6 Campus in North Chicago	K-8 th	3131 N. Sheridan Rd, Great Lakes, IL 60088	Kelly Tyson	Yes
LEARN 7 Elementary School	K-5 th	3021 W. Carroll Ave, Chicago, IL 60612	TaMikka Sykes	Yes
LEARN 8 Middle School	6 th -8 th	3021 W. Carroll, Chicago, IL 60612	Jessica Beasley	Yes
LEARN 9 Campus in Waukegan	K-3 rd	540 S. McAlister, Waukegan, IL 60085	Dr. Cassandra Brooks	Yes

Documentation Showing LEARN Charter Schools Have Separate Facilities

- ✓ **Quit Claim Deed for LEARN Romano Butler Campus**

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: [Redacted] (SEAL)

State of Illinois)
County of Cook) SS.

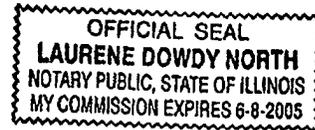
REI 213407 192

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.

[Redacted Signature]

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)

PR/Award # U282M150008

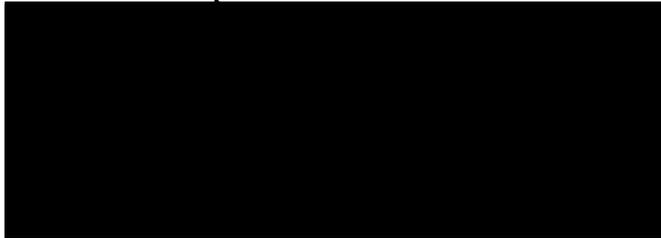
Page e300

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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.

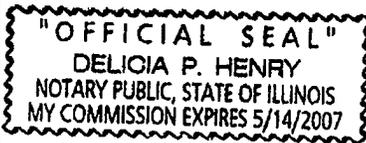
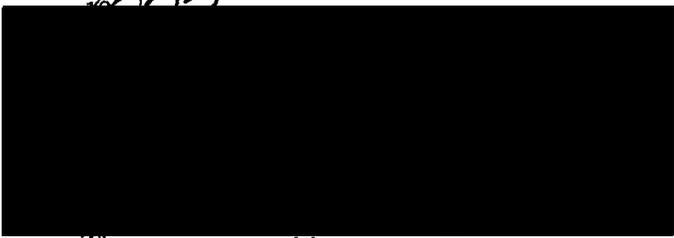
Dated June 17 2003 Signature:



Subscribed and sworn to before me by the

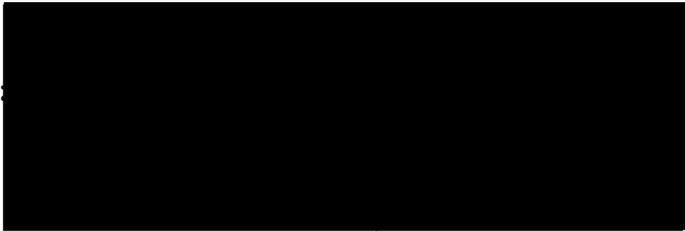
said Agent

this 17 day of June 2003



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.

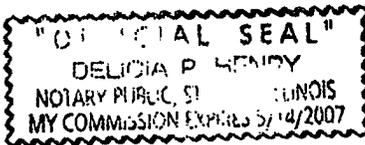
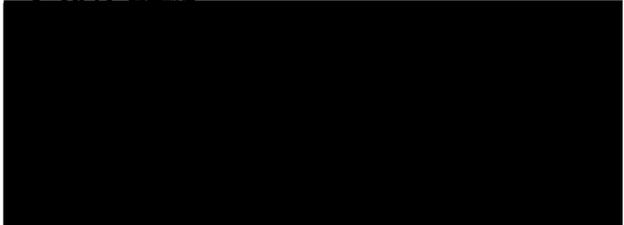
Dated June 17 2003, 192003 Signature:



Subscribed and sworn to before me by the

said Agent

this 17 day of June 2003



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.]

Documentation Showing LEARN Charter Schools Have Separate Facilities

- ✓ Executed Lease Agreement for LEARN Campbell Campus

212 South Francisco Street, Chicago, Illinois and
2859 West Jackson Boulevard, Chicago, Illinois

AMENDED AND RESTATED
SUBLICENSE AGREEMENT
COVER SHEET BASIC TERMS

For purposes of this Amended and Restated 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):

Licensor: Marillac Social Center, Inc., an Illinois not-for-profit corporation

Licensor's Fee Address: c/o Karen Kane
Marillac Social Center, Inc.
212 South Francisco Street
Chicago, Illinois 60612

Licensor's Notice Address: c/o St. Vincent de Paul Center
2145 N. Halsted Street
Chicago, Illinois 60614
Attn: Bart Winters, CEO



Licensor's Contact Person: At the Premises, Michael Wilhelm, Maureen Hallagan or such other person from time to time designated by Licensor in a written notice to Licensee.

Licensee: Lawndale Educational and Regional Network, an Illinois not-for-profit corporation

Licensee's Notice Address: c/o LEARN
1132 S. Homan Avenue
Chicago, Illinois 60624
Attn: Gregory White, President and CEO
(phone) [REDACTED]
(email) [REDACTED]

Licensee's Contact Person: At the Premises, Karin McGuire or such other person from time to time designated by Licensee in a written notice to Licensor.

Francisco Building: 212 South Francisco Street, Chicago, Illinois 60612 (referred to herein as the "Francisco Building" or the "Building")

Foglia Youth and Family Center: 2859 West Jackson Boulevard, Chicago, Illinois 60612 (the "Foglia Center")

Premises: 38,606 rentable square feet ("RSF") in the Building and the Foglia Center, as depicted on the Grade School Floor Plan and the Gymnasium Floor Plan as the "Premises".

Term: The period beginning on the Commencement Date and ending on June 30, 2020.

Commencement Date: July 1, 2015

Licensee's Proportionate Share of the Building and the Foglia Center: 29%

Monthly Base Fee:

<u>Period</u>	<u>Annual Base Fee</u>	<u>Monthly Base Fee</u>
7/1/15 – 6/30/16	\$ 450,000.00	\$ 37,500.00
7/1/16 – 6/30/17	\$ 459,000.00	\$ 38,250.00
7/1/17 – 6/30/18	\$ 468,180.00	\$ 39,015.00
7/1/18 – 6/30/19	\$ 477,543.60	\$ 39,795.30
7/1/19 – 6/30/20	\$ 487,094.40	\$ 40,591.20

Security Deposit: \$40,591.00

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 – Grade School
- Exhibit C – Complex Rules
- Exhibit D – Non-Disturbance Agreement
- Exhibit E – Janitorial Specifications
- Exhibit F – HVAC Standards
- Exhibit G – Alterations
- Exhibit H – Licensor’s School Age Program
- Exhibit I – Floor Plan – Gymnasium
- Exhibit J – Gymnasium Rules
- Exhibit K – Intentionally Omitted
- Exhibit L – Intentionally Omitted
- Exhibit M – LEARN House Rules

LICENSOR:

Marillac Social Center, Inc., an Illinois not-for-profit corporation

By: 
Name: BART WINTERS
Title: PRESIDENT/CEO

LICENSEE:

Lawndale Educational and Regional Network, an Illinois not-for-profit corporation

By: _____
Name: _____
Title: _____

Exhibit:

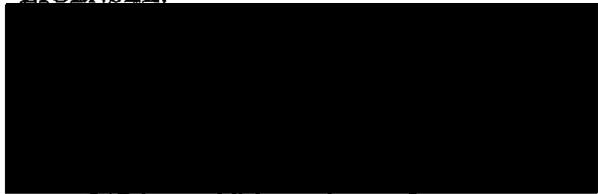
- Exhibit A -- Definitions
- Exhibit B -- Floor Plan -- Grade School
- Exhibit C -- Complex Rules
- Exhibit D -- Non-Disturbance Agreement
- Exhibit E -- Janitorial Specifications
- Exhibit F -- HVAC Standards
- Exhibit G -- Alterations
- Exhibit H -- Licensor's School Age Program
- Exhibit I -- Floor Plan -- Gymnasium
- Exhibit J -- Gymnasium Rules
- Exhibit K -- Intentionally Omitted
- Exhibit L -- Intentionally Omitted
- Exhibit M -- LEARN House Rules

LICENSOR:

Marillac Social Center, Inc., an Illinois not-for-profit corporation

By: _____
Name: _____
Title: _____

LICENSEE:



Title: *Pres. Ed + CEO*

IN WITNESS WHEREOF, Licensor and Licensee each caused this Agreement to be executed and delivered by its duly authorized representative to be effective as of the Effective Date.

LICENSOR:

Marillac Social Center, Inc., an Illinois not-for-profit corporation

By: _____
Name: _____
Title: PRESIDENT/CEU

LICENSEE:

Lawndale Educational and Regional Network, an Illinois not-for-profit corporation

By: _____
Name: _____
Title: _____

For the purposes, and only for the purposes, of Sections 1.4 and 15.1 of this Agreement and the obligations of DCM under the terms, provisions and conditions of the Non-Disturbance Agreement, DCM have caused this Agreement to be executed and delivered.

DCM:

Daughters of Charity Ministries, Inc., a Missouri non-profit corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Licensor and Licensee each caused this Agreement to be executed and delivered by its duly authorized representative to be effective as of the Effective Date.

LICENSOR:

Marillac Social Center, Inc., an Illinois not-for-profit corporation



By: _____
Name: _____
Title: _____

Title: President CEO

For the purposes, and only for the purposes, of Sections 1.4 and 15.1 of this Agreement and the obligations of DCM under the terms, provisions and conditions of the Non-Disturbance Agreement, DCM have caused this Agreement to be executed and delivered.

DCM:

Daughters of Charity Ministries, Inc., a Missouri non-profit corporation

By: _____
Name: _____
Title: _____

DCM:

Daughters of Charity Ministries, Inc., a Missouri not-for-profit corporation

By: _____
Name: _____
Title: _____

Licensor:

Marillac Social Center, Inc., an Illinois not-for-profit corporation

By: _____
Name: BART WINTERS
Title: PRESIDENT/CEO

LICENSEE:

Lawndale Educational and Regional Network, an Illinois not-for-profit corporation

By: _____
Name: _____
Title: _____

DCM:

Daughters of Charity Ministries, Inc., a Missouri not-for-profit corporation

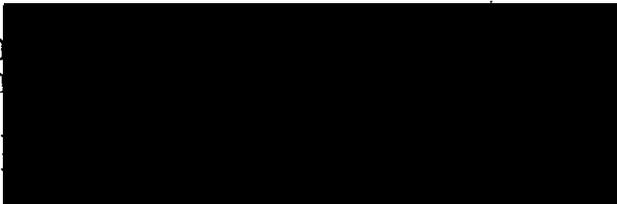
By: _____
Name: _____
Title: _____

Licensor:

Marillac Social Center, Inc., an Illinois not-for-profit corporation

By: _____
Name: _____
Title: _____

LICENSEE:



Title: President / CEO

Documentation Showing LEARN Charter Schools Have Separate Facilities

- ✓ Executed MOU for LEARN South Chicago Campus

MEMORANDUM OF UNDERSTANDING FOR SHARED FACILITY

BETWEEN LEARN –SOUTH CHICAGO, J.N. THORP ELEMENTARY SCHOOL AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

[Form 05/2014]

This Memorandum of Understanding for Shared Facility (“MOU”) is effective as of the first day of July 2014 (“the Effective Date”), by and among the Board of Education of the City of Chicago, a body politic and corporate (“the Board”), LEARN South Chicago Charter School (“LEARN”), and J.N. Thorp Elementary School (“Thorp”). LEARN and Thorp shall be referred to collectively as “the Schools” or “Co-Occupants.” The Schools and the Board shall be referred to collectively as “the Parties.”

RECITALS

A. Pursuant to Chicago Public Schools Shared Facility Policy 410.7, adopted February 23, 2005 (“the Policy”), the Board desires to create more small schools through the transformation of some existing school buildings and the limited construction of new buildings.

B. To further the Policy, the need to house more than one school in a facility, and therefore, the need for a common vision and plan to be articulated, have arisen. The Board has created certain Shared Facilities (as hereinafter defined) in school buildings owned or controlled by the Board. The creation of such Shared Facilities shall not affect the Board’s right and ability to promulgate and enforce rules established by the Board regarding the use of the Building (as hereinafter defined). A “Shared Facility” is a Board-owned or controlled building that houses more than one school, each of which is autonomous and has its own school leader(s), governing body, and CPS identification number. The Shared Facility which is the subject of this MOU is that certain school campus located at 8914 S. Buffalo Avenue, Chicago, Illinois, portions of which are respectively leased to Co-Occupants hereunder (“the Shared Campus”).

C. In addition, the Policy requires, prior to the occupation of a Shared Facility, each School to enter into this MOU and a separate Sharing Agreement (as hereinafter defined). The purpose of this MOU is to memorialize all mutually agreed-upon principles regarding the Shared Campus and to define the role of the Facility Manager (as hereinafter defined). The Floor Plans, attached hereto as Exhibit A-1, shall show what specific portions of the campus shall be exclusively occupied by each School, and what portions of the campus shall be shared or otherwise designated as common areas (the latter hereinafter referred to as the “Shared Space”). The Floor Plans shall conform to Exhibit A (“Premises”) attached to the respective Leases for the Shared Campus unless said Exhibit A is amended in accordance with the terms of the Leases, in which case the Floor Plans shall conform to that Exhibit A as so amended.

D. The separate Sharing Agreement shall be negotiated and formalized in writing between the Schools to address the specific items listed on the attached Exhibit A-2, including the day-to-day operation of each item and the scheduling of the Shared Space. Once

completed, the executed Sharing Agreement shall be delivered to the Board's Office of Innovation and Incubation and shall be incorporated herein by reference.

E. Finally, in accordance with the Policy, the Parties have agreed to enter into this MOU for the purpose of memorializing the mutually agreed-upon principles regarding the Shared Campus and defining the role of the Facility Manager or designee for the Shared Campus.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and agreements contained in this MOU, the Parties agree as follows:

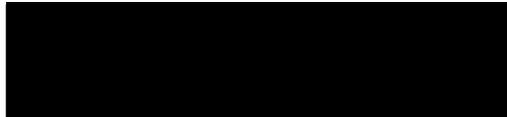
AGREEMENT

1. **Guiding Principles:** The Policy is based on the following six (6) principles, which are essential for the successful operation of the Shared Campus:
 - A. Committing to an equitable use of the Shared Campus in order to ensure that each School will reap the greatest benefit from the Shared Campus to create more equitable access to educational resources for each School;
 - B. Establishing and maintaining strong relationships among leaders of the Schools in order to enable such leaders to contribute jointly and work cooperatively to the administration and operation of the Shared Campus;
 - C. Fostering an agreement between the Schools regarding strategies and plans to create physical space and visual cues to help foster autonomy and a distinctive identity for each School in the Shared Campus;
 - D. Ensuring that this MOU and the Sharing Agreement contain sufficient detail to create a clear record of the agreements and responsibilities of each School with respect to the shared use and occupancy of the Shared Campus;
 - E. Developing and memorializing a fair and equitable conflict resolution process to enforce any rights or obligations described in this MOU; and
 - F. Pooling resources to better serve the students of each School by capitalizing on the benefits of the use of the Shared Campus.

2. **Term and Renewals:** This MOU shall commence on the Effective Date and shall end approximately one year thereafter, on June 30, 2015 ("**the Initial Term**"), unless otherwise agreed by the Parties. If the Parties do not execute a new MOU prior to the end of the Initial Term, this MOU shall automatically renew upon the same terms for an additional one (1) year period. Similarly, if a new MOU is not executed prior to the end of any renewal term, this MOU shall continue to renew each year upon the same terms until either (i) a new MOU is executed, or (ii) one or both of the Schools ceases to occupy the Shared Campus.

10. **Entire Agreement; Amendment:** Except as otherwise provided herein, this MOU contains the entire agreement of the Parties with respect to the subject matter herein, supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the Parties as reflected by a written instrument executed by the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date and year first set forth above.



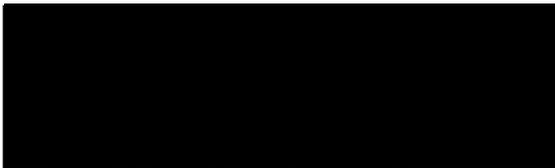
Print: A. Brandez Reeves

Principal of LEARN



Print: Vikki D. Stokes

Principal of Thorp



Print: CHIEF FACILITIES OFFICER
Director, IT/Software/Facilities
Operations - LEARN

Print: _____

Chief of Schools, Network 12

Print: _____

Chief Facilities Officer
Board of Education of the City of Chicago

Print: _____

Chief of Innovation and Incubation
Board of Education of the City of Chicago



GRAB WHITE - CEO
LEARN CHAIRMAN

Documentation Showing LEARN Charter Schools Have Separate Facilities

- ✓ **Closing Statement for LEARN Hunter Perkins Campus**



Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

A. Settlement Statement		B. Type of Loan	
First American Title Insurance Company Settlement Statement		1-5. Loan Type: Conv. Unins.	
		6. File Number: C-2146826	
		7. Loan Number:	
		8. Mortgage Insurance Case Number:	
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside this closing; they are shown here for informational purposes and are not included in the totals.			
D. Name of Borrower: Lawndale Educational and Regional Networ			
E. Name of Seller: Lutheran Church Extension Fund 1700 West 83rd Street, Chicago, IL 60620			
F. Name of Lender: To Be Furnished			
G. Property Location: 1700 West 83rd Street, Chicago, IL 60620			
H. Settlement Agent: First American Title Insurance Company Address: 30 North LaSalle Street., Suite 2220, Chicago, IL 60602		(312)750-6780	
Place of Settlement Address: 30 North LaSalle Street., Suite 2220, Chicago, IL 60602		I. Settlement Date: 04/15/2011 Print Date: 04/14/2011, 11:45 AM Disbursement Date: Signing Date:	

J. Summary of Borrower's Transaction	
100. Gross Amount Due from Borrower	
101. Contract Sales Price	800,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	10,689.50
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
113.	
114.	
115.	
120. Gross Amount Due from Borrower	810,689.50
200. Amounts Paid by or on Behalf of Borrower	
201. Deposit or earnest money	100,000.00
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	100,000.00
300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	810,689.50
302. Less amounts paid by/for borrower (line 220)	100,000.00
303. Cash (X From) (To) Borrower	710,689.50

K. Summary of Seller's Transaction	
400. Gross Amount Due to Seller	
401. Contract sales price	800,000.00
402. Personal property	
403. Total Deposits	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
413.	
414.	
415.	
420. Gross Amount Due to Seller	800,000.00
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	7,215.50
503. Existing loan(s) taken subject	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507. Disbursed as Proceeds (\$100000.00)	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	7,215.50
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	800,000.00
602. Less reductions in amounts due seller (line 520)	7,215.50
603. Cash (X To) (From) Seller	792,784.50

Previous editions are obsolete. * See Supplemental Page for details. ** Paid on Behalf of Borrower. POC-B (Borrower); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Broker).

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

Page 1

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L. Settlement Charges			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees				
Division of commission (line 700) as follows:				
701.				
702.				
703.	Commission paid at settlement			
704.				
800. Items Payable in Connection with Loan				
801.	Our origination charge (from GFE #1)			
802.	Your credit or charge (points) for the specific interest rate chosen (from GFE #2)			
803.	Your adjusted origination charges (from GFE A)			
804.	Appraisal fee (from GFE #3)			
805.	Credit report (from GFE #3)			
806.	Tax service (from GFE #3)			
807.	Flood certification (from GFE #3)			
808.				
809.				
810.				
811.				
900. Items Required by Lender to Be Paid in Advance				
901.	Daily interest charges from (from GFE #10)			
902.	(from GFE #3)			
903.	Homeowner's insurance (from GFE #11)			
904.				
905.				
906.				
1000. Reserves Deposited with Lender				
1001.	Initial deposit for your escrow account (from GFE #9)			
1002.	Homeowner's insurance			
1003.	Mortgage insurance			
1004.	Property taxes			
1005.				
1006.				
1007.	Aggregate Adjustment			
1100. Title Charges				
1101.	Title services and lender's title insurance (from GFE #4)		787.50	
1102.	Settlement or closing fee \$712.50			462.50
	to First American Title Insurance Company			
1103.	Owner's title insurance - First American Title Insurance Company (from GFE #5)			2,850.00
1104.	Lender's title insurance			
1105.	Lender's title policy limit \$ 0.00			
1106.	Owner's title policy limit \$ 800,000.00			
1107.	Agent's portion of the total title insurance premium \$ 0.00			
	to First Chicago Title Associates, Inc.			
1108.	Underwriter's portion of total title insurance premium \$ 2,850.00			
	to First American Title Insurance Company			
1109.	Additional Parcels Searched to First American Title Insurance Company			250.00
1110.	Attorney Fee to Law Office of Jacob J. Meister		3,850.00	
1111.	Closing Protection Coverage-Seller to First American Title Insurance Company			50.00
1112.	State of IL Owner's Policy Fee to First American Title Insurance Company			3.00
1200. Government Recording and Transfer Charges				
1201.	Government recording charges (from GFE #7)		6,052.00	
1202.	Recording fees:			
1203.	Transfer taxes (from GFE #8)			400.00
1204.	City/county tax/stamps: Deed \$400.00 Mortgage \$0.00			
1205.	State tax/stamps:			2,400.00
1206.	City Transfer Tax \$6,000.00			
1207.	Deed Recording Fee \$52.00			800.00
1208.	State Transfer Tax			
1209.				
1210.				
1300. Additional Settlement Charges				
1301.	Required services that you can shop for (from GFE #6)			
1302.				
1303.				
1304.				
1305.				
1306.				
1307.				
1308.				
1309.				
1310.				
1311.				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			10,689.50	7,215.50

* See Supplemental Page for details. ** Paid on Behalf of Borrower. POC-B (Borrower); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Broker).

BOEGER, HEERWAGEN & BRENDEMUHL, P.C.
 Attorneys and Counsellors at Law
 6160 South East Avenue
 Hodgkins, IL 60525
 (708) 352-5600

CLOSING STATEMENT

PROPERTY: 1700 W. 83rd STREET, CHICAGO, ILLINOIS 60620
 DATE OF CLOSING: APRIL 19, 2011
 SELLER: LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD
 BUYER: LAWNDALE EDUCATIONAL & REGIONAL NETWORK CHARTER SCHOOL

	CREDIT PURCHASER	CREDIT SELLER
PURCHASE PRICE		\$800,000.00
OCCUPANCY FEE (4/15/11-4/18/11 @ \$250.00 PER DAY)		<u>+ 1,000.00</u>
*EARNEST MONEY HELD BY ESCROW AGENT	\$ 100,000.00	
2010 TAXES-2 ND INSTALLMENT	EXEMPT	
2011 TAXES	EXEMPT	
SURVEY CREDIT	200.00	
ATTORNEY'S FEE-BOEGER, HEERWAGEN & BRENDEMUHL, P.C.	3,000.00	
WATER CERTIFICATION TO LEGAL DOCUMENT MANAGEMENT	50.00	
FINAL WATER CERTIFICATION CHARGES		
REVENUE STAMPS	EXEMPT	
SELLER'S TITLE CHARGES	<u>+ 3,610.50</u>	
TOTAL CREDITS	\$ 106,865.50	
CHECK OR CASH TO BALANCE	<u>+ 694,134.50</u>	
TOTAL	\$801,000.00*	\$801,000.00

*EARNEST MONEY DEPOSIT		\$100,000.00
REALTOR'S COMMISSION:		
NEWMARK KNIGHT FRANK	\$20,800.00	
JAMESON COMMERCIAL REAL ESTATE	19,830.00	
LEGAL DOCUMENT MANAGEMENT FOR WATER EXPEDITION	170.00	
REFERRAL FEE FROM NEWMARK TO CNL:		
(\$15,200.00 LESS \$3,600.00 CREDIT TO SELLER)	<u>+11,600.00</u>	
	\$52,400.00	<u>- 52,400.00</u>

BALANCE OF EARNEST MONEY DUE SELLER		\$47,600.00
CASH TO BALANCE		<u>+694,134.50</u>
TOTAL NET PROCEEDS TO SELLER		\$741,739.50
APPROVED:		

LUTHERAN CHURCH EXTENSION FUND
 -MISSOURI SYNOD, Seller



**Excludes certain Buyer costs Per HUD-1*



Documentation Showing LEARN Charter Schools Have Separate Facilities

- ✓ **Navy Lease for LEARN 6 Campus in North Chicago**

DEPARTMENT OF THE NAVY
GENERAL PURPOSE OUTLEASE

All correspondence in connection with
this contract should include reference
to (Contract No.) N40083-12-RP-00036
Activity/UIC: NAVSTA GL/N00128

LEASE
BETWEEN
THE UNITED STATES OF AMERICA
AND
LAWDALE EDUCATIONAL AND REGIONAL NETWORK CHARTER SCHOOL

THIS LEASE, executed this 8th day of June, 2012, by and between THE UNITED STATES OF AMERICA, acting by and through the Department of the Navy, Naval Facilities Engineering Command Midwest, hereinafter called the "Government" and Lawndale Educational and Regional Network Charter School hereinafter referred to as "Lessee" or "LEARN". The Government and the Lessee may be referred to jointly as the "Parties".

W I T N E S S E T H:

WHEREAS, the Leased Premises covered by this Lease is under the control of the Department of the Navy; and

WHEREAS, the Leased Premises is not excess property as defined in section 3 of the Federal Property and Administrative Services Act of 1949, as amended, (40 U.S.C. §102); and

WHEREAS, the Secretary of the Navy, pursuant to the provisions of 10 U.S.C. §2667, has determined that the proposed use of the Leased Premises, subject to the terms and conditions of this Lease will promote the national defense or be in the public interest; and

WHEREAS, the Parties' intent is to improve educational opportunities for dependent children of active duty military personnel and for the North Chicago community.

NOW THEREFORE, in consideration of the terms, covenants, and conditions hereinafter set forth, Government and Lessee hereby agree as follows:

3

GOV'T
LESSEE

1. LEASED PREMISES. Government does hereby lease, rent, and demise to Lessee, and Lessee does hereby hire and rent from the Government the Leased Premises, as more particularly described as exclusive use of 33,323 square feet in Building 130H, along with non-exclusive use of 18,156 square feet in Building 130H and Buildings 5103, 5602, 5615 (outdoor gazebos), parking and approximately 10 acres of surrounding land at Naval Station Great Lakes as shown in Attachment A (hereinafter referred to as the "Leased Premises"), attached hereto and made a part hereof, together with all improvements and all related Personal Property as described and/or shown in Attachment A, and with all rights of access to the Leased Premises for ingress, egress, and utilities as provided in accordance with Paragraphs 10 and 29 below.

2. TERM. The term of this Lease shall be for a period beginning on June 10, 2012 and ending on June 9, 2022, with three (3) renewal options of five (5) years each for a total of twenty-five (25) years, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination.

This lease may be renewed at the option of the Lessee with Government consent, provided notice is given in writing to the Government no later than 18 months prior to the end of the original lease term or any renewals thereafter. Government consent is granted if no objection is received by Lessee within 90 days of Government receipt of Lessee's notice to renew. All other terms and conditions of this lease shall remain the same during any renewal term. Said notices, consents or objections shall be computed commencing with the day after the date of mailing.

3. CONSIDERATION

A. Consideration Amount.

1) For the initial ten (10) year period of this Lease, the consideration owed by the Lessee to the Government for the use of the Leased Premises shall be \$1.00 per annum, receipt of which is hereby acknowledged.

2) Thereafter, for each five (5) year interval, an appraisal shall be conducted by the Government to determine the annual Fair Market Rent of the Leased Premises for the next five (5) years of this Lease. The appraisal methodology to be used for this purpose is identified in Attachment F. The Government shall be reimbursed by the Lessee for the reasonable expenses of such appraisal work.

3) Upon reaching a mutually agreeable rental amount for the next five (5) year period based on the appraisal of the Fair Market

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth below duly executed this Lease as of the day and year first above written.

WITNESSES:

[Redacted]

ANNA C. BORER
(Print Name)

[Redacted]

Scott A. Bernotas
(Print Name)

WITNESSES:

[Redacted]

Shameka Williams
(Print Name)

[Redacted]

SHEENA White
(Print Name)

THE UNITED STATES OF AMERICA, acting by and through the Department of the Navy, Naval Facilities Engineering Command Midwest

By: [Redacted]

Real Estate Product Line Coordinator
Real Estate Contracting Officer

Date: 08 June 2012

LES:

[Redacted]

By:

Dawncare Educational and Regional
Charter School Network

Date: 6/8/12

[Redacted]

Documentation Showing LEARN Charter Schools Have Separate Facilities

- ✓ **Closing Documents for Herro Campus: LEARN Excel Campus, LEARN 7 Elementary School, LEARN 8 Middle School**

Herro Campus

Closing Statement for

LEARN Excel
LEARN 7 Elementary
LEARN 8 Middle School

3021 W. Carroll Ave.
Chicago, IL 60612



CHICAGO TITLE AND TRUST COMPANY

10 S LASALLE STREET
CHICAGO, IL 60603

ESCROW TRUST DISBURSEMENT STATEMENT

DISBURSEMENT DATE: February 14, 2013

REFER TO: LANA JONES
PHONE: [REDACTED]
FAX: [REDACTED]

ESCROW TRUST NO. D2201306987-001
TITLE ORDER NO. 01401-008932310

PARTIES:
CAROL STREET LOFTS, LLC
FIRST SECURE BANK & TRUST U/T/N 10-862
L.E.A.R.N. CHARTER THC, LLC
PNC CDE 17, LP
IFF CAPITAL III LLC
VAF SUB-CDE XXII, LLC
M&I NEW MARKETS FUND, LLC

RECEIPTS:

01/15/13	L.E.A.R.N. CHARTER THC, LLC --CONSTRUCTION DEPOSIT	914,273.00
02/15/13	L.E.A.R.N. CHARTER THC, LLC --EM - CAROL STREET LOFTS	116,000.00
02/15/13	AMERICAN CHARTERED BANK --ESCROW DEPOSIT	50,000.00
02/15/13	L.E.A.R.N. CHARTER THC, LLC --EM - FIRST SECURE BANK	20,665.00
01/15/13	PNC CDE 17, LP --NET LOAN PROCEEDS	1,738,598.11
		<hr/>
		\$ 2,839,536.11

DISBURSEMENTS:

01) PRORATIONS/CREDITS - Seller 1 (Buyer 1's Trans.)		
EARNEST MONEY	10,000.00-	
TAX PRORATION(1)	4,579.27-	
TAX PRORATION(2)	912.43-	
	<hr/>	
TOTAL PRORATIONS	15,491.70-	
PURCHASE PRICE	1,210,000.00	
	<hr/>	
ADJUSTED PURCHASE PRICE	\$1,194,508.30	\$1,194,508.30
02) CHICAGO TITLE AND TRUST COMPANY - Seller's Charges		
Re: Title Order No. 01401-008932310		
ESCROW FEE	325.00	
NY CLOSING FEE	100.00	
EXTENDED COVERAGE	350.00	
TITLE INSURANCE	1,740.00	
COMMITMENT UPDATE FEE	50.00	
WIRE / OVERNIGHT DELIVERY FEE	75.00	
CLOSING PROTECTION LETTER	50.00	
TAX PAYMENT FEE	45.00	
T.I. ESCROW FEE	175.00	
OTHER RECORDINGS	562.00	
	<hr/>	
	\$3,472.00	\$3,472.00
03) LORENZINI AND ASSOCIATES LTD		
LEGAL FEES	20,000.00	\$20,000.00

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NOTE: * - Indicates items Paid Outside of Closing.

04) M.G.R. LEGAL FILING / TITLE SERVICES OBTAIN & PAY WATER CERTIFICATION	125.00	\$125.00
05) JAMESON SOTHEBY'S COMMISSION	54,450.00	\$54,450.00
06) COOK COUNTY COLLECTOR TAX PAYMENT SERVICE FEE	6.00	\$6.00
07) CHICAGO TITLE & TRUST T.I. WATER CERTIFICATION	20,000.00	\$20,000.00
08) AMERICAN CHARTERED BANK PAYOFF - NET SELLER PROCEEDS	1,092,292.33	\$1,092,292.33
09) COOK COUNTY COLLECTOR PIN 16-12-305-001 / 2012 1ST	4,162.97	
	----- \$4,162.97	\$4,162.97
10) CAROL STREET LOFTS, LLC NET PROCEEDS TO SELLER 1		=====
		\$0.00
11) PRORATIONS/CREDITS - Seller 2 (Buyer 1's Trans.) RE TAX CREDIT - PIN 16-12-304-014 RE TAX CREDIT - PIN 16-12-304-013	599.18- 752.45-	
TOTAL PRORATIONS	1,351.63-	
PURCHASE PRICE	135,000.00	
ADJUSTED PURCHASE PRICE	----- \$133,648.37	\$133,648.37
12) CHICAGO TITLE AND TRUST COMPANY - Seller's Charges Re: Title Order No. 01401-008932310		
ESCROW FEE	325.00	
NY CLOSING FEE	100.00	
COMMITMENT UPDATE FEE	50.00	
WIRE / OVERNIGHT DELIVERY FEE	75.00	
CLOSING PROTECTION LETTER	50.00	
TAX PAYMENT SERVICE FEE	135.00	
RECORDING RELEASE	52.00	
	----- \$787.00	\$787.00
13) KOYN LAW OFFICE LEGAL FEE	6,743.00	\$6,743.00
14) CITY OF CHICAGO DEPARTMENT OF WATER CERTIFICATION FEE	50.00	\$50.00
15) DONNELL PLUMP WATER CERTIFICATION PROCESSING FEE	125.00	\$125.00

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NOTE: * - Indicates items Paid Outside of Closing.

16) DONNELL PLUMP TAX REDEMPTION PROCESSING FEE	45.00	\$45.00
17) JAMESON COMMERCIAL REAL ESTATE COMMISSION	6,750.00	\$6,750.00
18) DAVID D. ORR COOK COUNTY CLERK PIN 16-12-305-014-0000 2010 ESTIMATE OF REDEMPTION	2,339.00	\$2,339.00
19) FIRST SUBURBAN TITLE CANCELLATION FEES	250.00	\$250.00
20) COOK COUNTY COLLECTOR PIN 16-12-304-014 / 2011 1&2 PIN 16-12-305-013 / 2009 OPEN	1,664.40 2,701.44	
	----- \$4,365.84	\$4,365.84
21) FIRST SECURE BANK & TRUST U/T/N 10-862 NET PROCEEDS TO SELLER 2		----- \$112,193.53 -----
22) PRORATIONS/CREDITS - Buyer 1 (Seller 1's Trans.) EARNEST MONEY TAX PRORATION(1) TAX PRORATION(2) TOTAL PRORATIONS PURCHASE PRICE ADJUSTED PURCHASE PRICE	10,000.00 4,579.27 912.43 ----- 15,491.70 1,210,000.00 ----- \$1,194,508.30	
		\$1,194,508.30
23) PRORATIONS/CREDITS - Buyer 1 (Seller 2's Trans.) RE TAX CREDIT - PIN 16-12-304-013 RE TAX CREDIT - PIN 16-12-304-014 TOTAL PRORATIONS PURCHASE PRICE ADJUSTED PURCHASE PRICE	752.45 599.18 ----- 1,351.63 135,000.00 ----- \$133,648.37	
		\$133,648.37

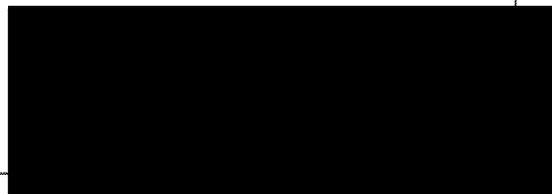
LJ2 02/15/13 09:51

NOTE: * - Indicates items Paid Outside of Closing.

35) BAKER TILLY VIRCHOW KRAUSE LLP MODELING AND STRUCTURING INVOICE #BT201130201	20,000.00	\$20,000.00
36) CHICAGO TITLE & TRUST CONSTRUCTION ESCROW #201306987-002	904,523.00	\$904,523.00
37) COOK COUNTY COLLECTOR TAX PAYMENT SERVICE FEE	6.00	\$6.00
38) PETER HERZOG AND ASSOCIATES LEGAL FEES	9,750.00	\$9,750.00
39) COOK COUNTY COLLECTOR PIN 16-12-304-013 / 2012 1ST PIN 16-12-304-014 / 2012 1ST	1,002.66 798.48	
	----- \$1,801.14	\$1,801.14
TOTAL DISBURSEMENT AMOUNT		\$2,839,536.11
TOTAL BUYER RECEIPTS		----- \$2,839,536.11
40) AMOUNT DUE FROM BUYER		----- \$0.00

DISBURSEMENTS APPROVED:

DATE 2/15/13



DATE _____

FOR BUYER _____

FOR SELLER _____

DATE _____

FOR LENDER _____

FOR LENDER _____

DATE _____

FOR CHICAGO TITLE AND TRUST _____

34) BAKER TILLY VIRCHOW KRAUSE LLP MODELING AND STRUCTURING INVOICE #BT201130201	20,000.00	\$20,000.00
35) CHICAGO TITLE & TRUST CONSTRUCTION ESCROW #201306987-002	904,523.00	\$904,523.00
36) COOK COUNTY COLLECTOR TAX PAYMENT SERVICE FEE	6.00	\$6.00
37) PETER HERZOG AND ASSOCIATES LEGAL FEES	9,750.00	\$9,750.00
38) COOK COUNTY COLLECTOR PIN 16-12-304-013 / 2012 1ST	1,002.66	
PIN 16-12-304-014 / 2012 1ST	798.48	
	----- \$1,801.14	\$1,801.14
TOTAL DISBURSEMENT AMOUNT		\$2,839,536.11
TOTAL BUYER RECEIPTS		\$2,839,536.11

39) AMOUNT DUE FROM BUYER		\$0.00
		=====

DISBURSEMENTS APPROVED:

DATE _____ 2/14/13		FOR SELLER _____
DATE _____		FOR LENDER _____
DATE _____ 2/14/13		FOR LENDER _____
DATE _____		

Documentation Showing LEARN Charter Schools Have Separate Facilities

- ✓ Executed Lease Agreement for LEARN 9 Campus in Waukegan

EXHIBIT "A"
LEASE SCHEDULE

- A. The Premises 540 South McAlister Avenue, Waukegan, Illinois, including the Improved 10,500 square foot building located thereon
- B. Landlord and Current Address: NMTS LLC
42980 Sterling Lane
Wadsworth, Illinois 60083
- C. Place of Payment of Rent and Address for Notice: 42980 Sterling Lane
Wadsworth, Illinois 60083
- D. Tenant and Current Address: Learn Charter School Network
7453 South Vincennes Avenue
Chicago, Illinois 60624
- E. Date of Lease Execution July 1, 2015
- F. Lease Term Twenty-four (24) consecutive month period beginning on the Commencement Date
- G. Option Terms Two (2) consecutive options to renew the Lease for additional one (1) year periods each, with rents as stated herein below
- H. Monthly Base Rent \$7,500.00 for Months 1 through 12;
\$8,000.00 for Months 13 through 24;
\$8,500.00 for Months 25 through 36; and
\$9,000.00 for Months 37 through 48.
- I. Commencement Date August 15, 2015
- J. Termination Date August 15, 2017 (subject to extension as provided in the Lease)
- K. Access to the Premises Beginning on July 1, 2015 through August 14, 2015, Tenant shall have access to the Premises, in order to make necessary improvements to prepare the Premises for Tenant's Permitted Use
- L. Security Deposit Ten Thousand Dollars (\$10,000.00)
- M. Permitted Use Public Elementary Charter School

LANDLORD:

NMTS LLC, an Illinois limited liability
company



Appendix F: Student Academic Achievement

LEARN Charter School Network % Meets/Exceeds ISAT Composite by Campus, Grade Level & Subgroup*																		
	All			Black			Hispanic			IEP			LEP			Low-Income		
	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Campus	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014	2012	2013	2014
Romano	83%	62%	62%	83%	62%	62%	-	-	-	30%	26%	15%	-	-	-	83%	61%	61%
Butler	85%	45%	52%	85%	45%	51%	-	-	-	-	-	-	-	-	-	85%	44%	52%
3 rd	85%	45%	52%	85%	45%	51%	-	-	-	-	-	-	-	-	-	85%	44%	52%
4 th	78%	61%	59%	78%	61%	59%	-	-	-	-	-	-	-	-	-	78%	60%	58%
5 th	78%	63%	57%	78%	63%	57%	-	-	-	-	-	-	-	-	-	77%	62%	55%
6 th	86%	56%	72%	86%	56%	72%	-	-	-	-	-	-	-	-	-	86%	57%	70%
7 th	80%	82%	67%	80%	81%	67%	-	-	-	-	-	-	-	-	-	79%	81%	66%
8 th	97%	60%	73%	97%	60%	72%	-	-	-	-	-	-	-	-	-	97%	55%	72%
Excel	82%	56%	50%	82%	56%	49%	-	-	-	57%	19%	18%	-	-	-	82%	55%	49%
3	88%	52%	36%	88%	51%	36%	-	-	-	-	-	-	-	-	-	88%	51%	34%
4	75%	64%	58%	76%	64%	57%	-	-	-	-	21%	-	-	-	-	75%	63%	57%
5	81%	34%	46%	81%	35%	46%	-	-	-	-	-	-	-	-	-	84%	33%	45%
6	-	65%	-	-	63%	-	-	-	-	-	-	-	-	-	-	-	65%	-
Campbell	75%	47%	39%	75%	47%	39%	-	-	-	36%	18%	13%	-	-	-	75%	47%	39%

3	72%	41%	41%	72%	41%	41%	-	-	-	-	-	-	-	-	-	-	-	72%	40%	41%
4	74%	55%	37%	76%	55%	37%	-	-	-	-	-	14%	-	-	-	-	-	74%	55%	36%
5	79%	34%	40%	79%	34%	41%	-	-	-	-	-	-	-	-	-	-	-	80%	35%	40%
6	-	57%	-	-	57%	-	-	-	-	-	-	-	-	-	-	-	-	-	56%	-
South Chicago	70%	41%	63%	70%	40%	64%	68%	29%	56%	33%	23%	32%	-	55%	76%	69%	39%	62%		
3	77%	43%	62%	77%	42%	64%	-	-	-	-	-	-	-	-	-	-	-	75%	43%	62%
4	64%	46%	71%	63%	45%	72%	-	-	-	-	-	-	-	-	-	-	-	63%	43%	71%
5	-	29%	54%	-	30%	55%	-	-	-	-	-	-	-	-	-	-	-	-	67%	56%
6	-	-	53%	-	-	55%	-	-	-	-	-	-	-	-	-	-	-	-	-	52%
Hunter Perkins	75%	55%	58%	75%	56%	58%	-	-	-	7%	24%	-	-	-	-	-	-	74%	52%	57%
3	75%	45%	55%	75%	46%	55%	-	-	-	-	-	18%	-	-	-	-	-	74%	44%	54%
4	-	62%	69%	-	62%	69%	-	-	-	-	-	-	-	-	-	-	-	-	59%	68%
5	-	-	50%	-	-	50%	-	-	-	-	-	-	-	-	-	-	-	-	-	46%
North Chicago	-	63%	53%	-	57%	49%	-	68%	55%	-	-	-	-	45%	40%	-	-	66%	49%	
3	-	-	43%	-	-	33%	-	-	58%	-	-	-	-	-	-	-	-	-	-	42%
6	-	61%	32%	-	63%	27%	-	55%	37%	-	-	-	-	-	-	-	-	-	64%	26%
7	-	64%	68%	-	52%	68%	-	74%	63%	-	-	-	-	-	-	-	-	-	67%	63%

8	-	-	59%	-	-	50%	-	-	64%	-	-	-	-	-	-	-	-	-	57%
LEARN	-	-	30%	-	-	32%	-	-	-	-	-	-	-	-	-	-	-	-	28%
7	-	-	30%	-	-	32%	-	-	-	-	-	-	-	-	-	-	-	-	28%
3	-	-	30%	-	-	32%	-	-	-	-	-	-	-	-	-	-	-	-	28%
LEARN	-	-	36%	-	-	35%	-	-	-	-	-	-	-	-	-	-	-	-	36%
8	-	-	29%	-	-	28%	-	-	-	-	-	15%	-	-	-	-	-	-	29%
6	-	-	29%	-	-	28%	-	-	-	-	-	15%	-	-	-	-	-	-	29%
7	-	-	41%	-	-	40%	-	-	-	-	-	2%	-	-	-	-	-	-	41%

*Composite includes reading, math, and science

^Subgroup data reported for subgroups with 10 or more students

**2012 based on old ISAT cut scores

Source:

Chicago Schools- <http://cps.edu/SchoolData/Pages/SchoolData.aspx>
 North Chicago- <http://illinoisreportcard.com/District.aspx?source=SchoolsInDistrict&Districtid=34049187026>

	% Meets/Exceeds ISAT Composite by Grade Level (State and Comparison Schools)		
	2012	2013	2014
State of IL	82%	62%	61%
3 rd	82%	57%	55%

4 th	81%	67%	65%
5 th	81%	59%	61%
6 th	83%	59%	59%
7 th	81%	66%	66%
8 th	86%	59%	58%
Comparison * Schools	69%	42%	41%
3	64%	32%	33%
4	68%	46%	45%
5	64%	39%	39%
6	69%	42%	39%
7	70%	49%	47%
8	77%	42%	39%

*Includes any schools within a 1 mile radius of a LEARN campus, plus all of North Chicago District 187
 ^2012 based on old ISAT cut scores

Source:

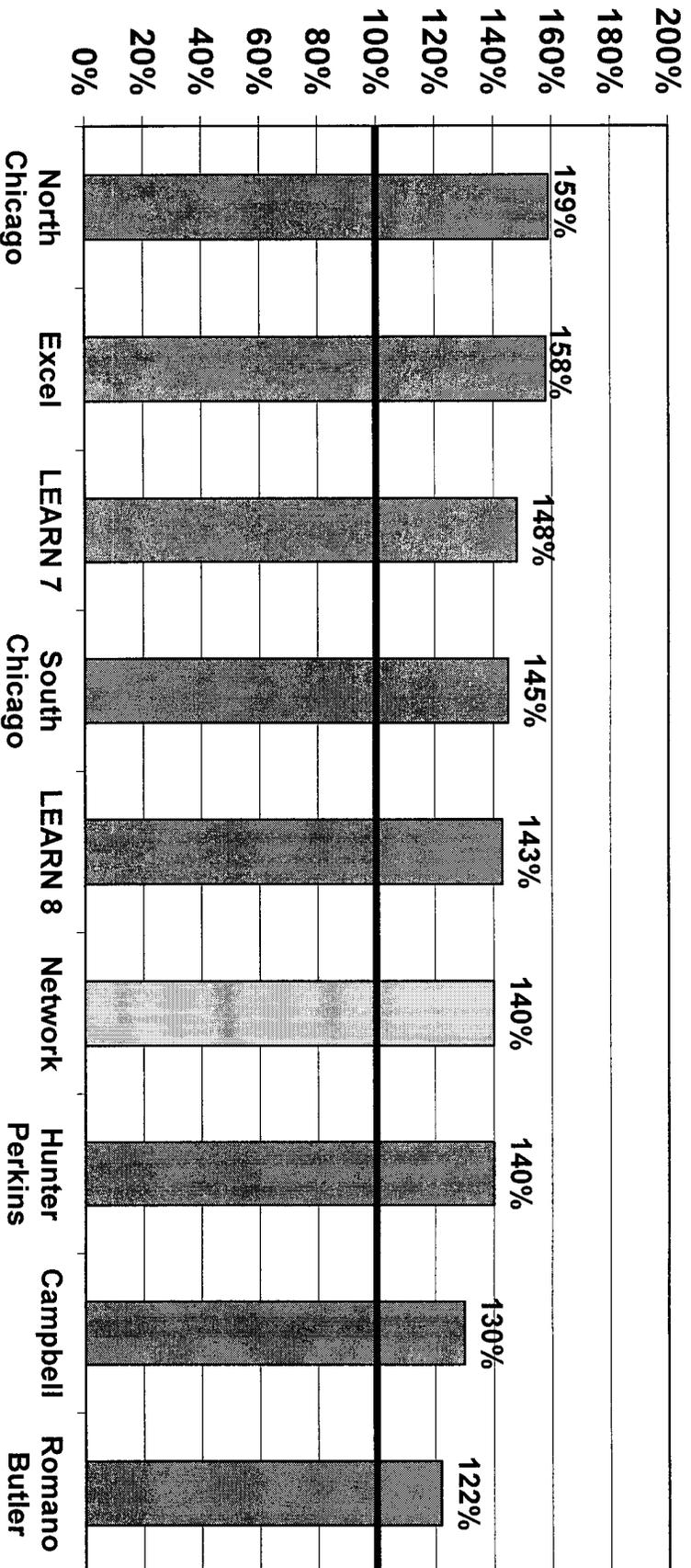
Chicago Schools- <http://cps.edu/SchoolData/Pages/SchoolData.aspx>

North Chicago- <http://illinoisreportcard.com/District.aspx?source=SchoolsInDistrict&Districtid=34049187026>



2014 Math: Growth Index %

How Much Are Our Students Growing?

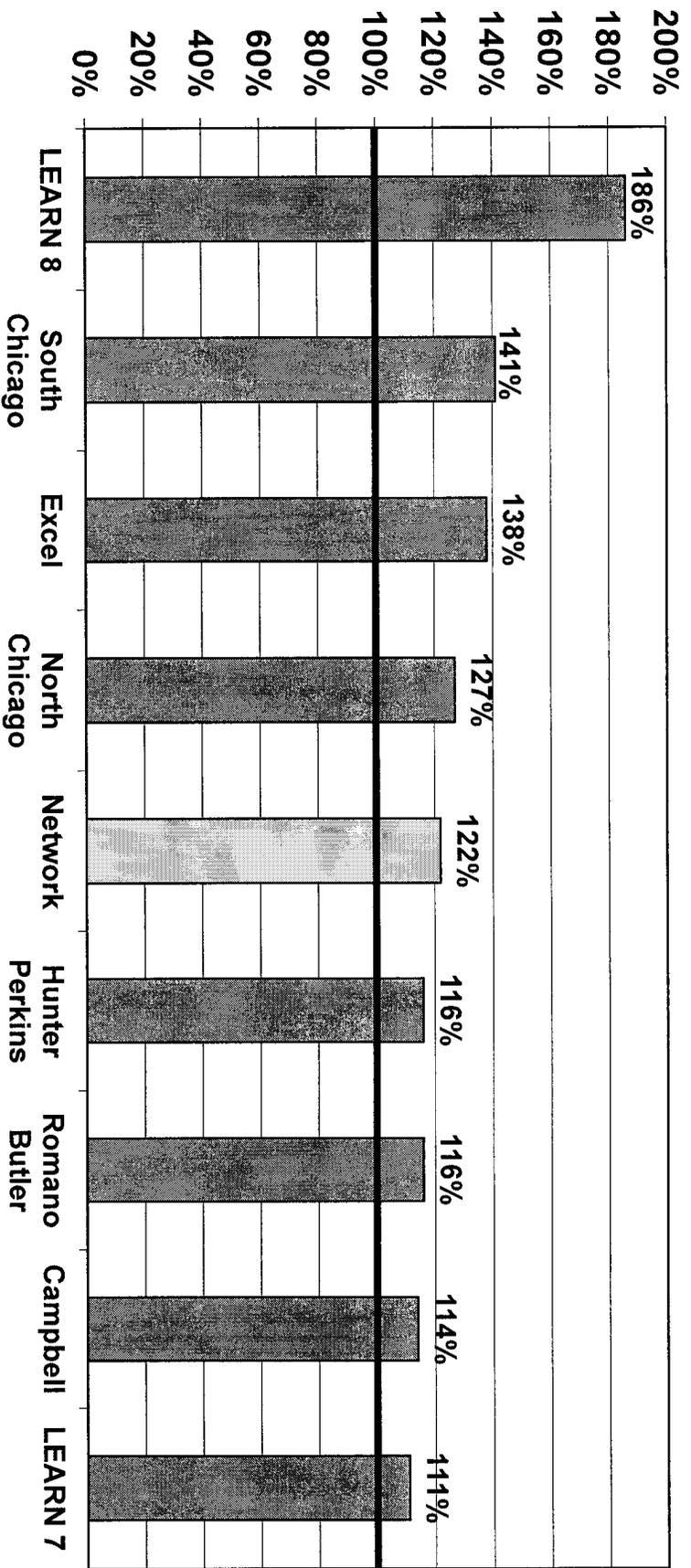


- Source: NWEA MAP Fall 2013 to Spring 2014 data
- Winter to spring growth was used for Excel, LEARN 7 and LEARN 8 schools so that they could be included
- Black line indicates an average year's growth



2014 Reading: Growth Index %

How Much Are Our Students Growing?



- Source: NWEA MAP Fall 2013 to Spring 2014 data
- Winter to spring growth was used for Excel, LEARN 7 and LEARN 8 schools so that they could be included
- Black line indicates an average year's growth

Appendix G

Supplemental Organizational Budget and Financial Information

<i>Dollars in Thousands</i>	FY2016	FY2017	FY2018	FY2019	FY2020
<i>Total Students by School</i>					
Romano Butler	600	600	600	600	600
Excel	450	450	450	450	450
Campbell	490	500	500	500	500
South Chicago	512	550	550	550	550
Hunter Perkins	500	550	550	550	550
North Chicago	500	500	600	600	600
LEARN 7	350	375	375	375	375
LEARN 8	240	336	420	500	500
LEARN 9	208	260	312	416	520
LEARN 10	0	250	400	500	600
LEARN 11	0	0	250	400	500
LEARN 12	0	0	250	400	500
LEARN 13	0	0	0	250	400
LEARN 14	0	0	0	250	400
LEARN 15	0	0	0	0	250
LEARN 16	0	0	0	0	250
Total Students	3,850	4,371	5,257	6,341	7,545
<i>% Growth</i>	<i>11%</i>	<i>14%</i>	<i>20%</i>	<i>21%</i>	<i>19%</i>
Total Schools	9	10	12	14	16
<i>% Growth</i>	<i>13%</i>	<i>11%</i>	<i>20%</i>	<i>17%</i>	<i>14%</i>
Revenues	\$41,222	\$47,291	\$57,485	\$70,063	\$84,084
<i>% Growth</i>	<i>--</i>	<i>15%</i>	<i>22%</i>	<i>22%</i>	<i>20%</i>
Salary & Benefits	████████	████████	████████	████████	████████
Occupancy Expense	\$4,458	\$4,967	\$5,976	\$6,986	\$7,995
Other Expenses	████████	████████	████████	████████	████████
Expenses	\$42,589	\$48,955	\$59,730	\$72,760	\$86,921
<i>% of Revenues</i>	<i>103%</i>	<i>104%</i>	<i>104%</i>	<i>104%</i>	<i>103%</i>
Operating Loss	(\$1,367)	(\$1,664)	(\$2,246)	(\$2,697)	(\$2,838)
<i>% Margin</i>	<i>(3.3%)</i>	<i>(3.5%)</i>	<i>(3.9%)</i>	<i>(3.8%)</i>	<i>(3.4%)</i>
CapEx	(\$628)	(\$720)	(\$1,150)	(\$1,401)	(\$1,682)
<i>% of Revenues</i>	<i>(1.5%)</i>	<i>(1.5%)</i>	<i>(2.0%)</i>	<i>(2.0%)</i>	<i>(2.0%)</i>
Network Deficit	(\$1,994)	(\$2,384)	(\$3,395)	(\$4,098)	(\$4,519)
<i>% Margin</i>	<i>(4.8%)</i>	<i>(5.0%)</i>	<i>(5.9%)</i>	<i>(5.8%)</i>	<i>(5.4%)</i>

Budget Narrative File(s)

* **Mandatory Budget Narrative Filename:**

To add more Budget Narrative attachments, please use the attachment buttons below.

Budget Narrative

As described in the Project Narrative, LEARN intends to launch eight new schools over the next five years which will serve a total of 3,420 by FY2020. In addition, LEARN will expand the Hunter Perkins campus by 100 students in two grade levels. The CSP Replication and Expansion grant provides LEARN with an outstanding opportunity to ensure that the newly launched schools have the resources, human capital and management/oversight necessary to achieve our goals as described throughout the project narrative.

The CSP Replication and Expansion Grant funding will enable LEARN to expand an existing school by two grade levels and launch the next eight network schools by providing funding that addresses the following three critical areas:

1. School staffing expenses in the year prior to opening including both salary and benefits.
2. Network office staffing expenses for individuals who will devote a percentage of their time to ensuring that each new school launches successfully.
3. School start-up equipment and educational supplies necessary for successful operations.

School Staffing Expenses in the Year Prior to Opening

For each new school, LEARN intends to hire three key school staff members at least six months prior to the start of the first school year; a Principal, an Assistant Principal and an Office Manager. Together, and in conjunction with the network office, these staff members will engage in the following activities:

- Community Engagement and student recruitment
- Enrollment of new students

- Hiring teachers and other staff members as well as developing the first year’s professional development plan
- Curricular refinement and adaptation to meet each new school’s individual needs.

The following table details how the staff will allocate their time across these four activities during the six months prior to the launch of the inaugural school year:

Position	Community Engagement & Student Recruitment	Enrollment of New Students	Hiring and Developing the Professional Development Plan	Curricular Refinement
Principal	50%		25%	25%
Asst. Principal	50%		25%	25%
Office Manager	50%	50%		

The six month salary for each of these positions is:

Principal [REDACTED]

Asst. Principal [REDACTED]

Office Manager [REDACTED]

Following is our budget request for school-based personnel:

	FY16	FY17	FY18	FY19	FY20	Total
Principal	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
Asst. Principal	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
Office Manager	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
Total	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]

School Based Personnel Benefits

Benefits for school-based personnel are █████ of total salaries. As such the associated benefits request is:

	FY16	FY17	FY18	FY19	FY20	Total
Benefits	█████	█████	█████	█████		█████

Network Office Staffing Expenses

Several members of the Network Office will spend a significant portion of their time over the next five years devoted to the successful launch and expansion of the next eight LEARN schools. Their efforts will directly benefit the newly launched schools and will improve the management of these new schools. For each of the next five years the following Network staff members will engage in the oversight and management of the new schools:

Title	Annual Salary	Percentage of Effort to Oversight and Management of New Schools	Annual Project Cost	Area of Focus
Senior Project Manager of Operations	█████	60%	█████	Community outreach and student recruitment for newly launched schools.
Chief Academic Officer	█████	30%	█████	Creating professional development program, Providing professional development to all new teachers, Curriculum refinement.
Director of Teaching and Learning	█████	30%	█████	Creating professional development program, Providing professional development to all new teachers, Curriculum refinement.

Chief Talent Officer	██████	30%	██████	Hiring school leadership and new school-based staff.
Talent Recruiter	██████	50%	██████	Provide hiring support to new and expanding schools.
Director of IT and Facilities	██████	15%	██████	Technology procurement, installation and set up for new schools.
Network Administrator	██████	25%	██████	Technology infrastructure set up and installation.
Director of Development/ CSP Project Director	██████	25%	██████	Community outreach, student recruitment for newly launched schools.
Marketing Coordinator	██████	20%	██████	Community outreach and student recruitment for newly launched schools.
Total Annual Network Office Staffing Expense			██████	

Budget request for Network Office staff:

	FY16	FY17	FY18	FY19	FY20	Total
Network Office Annual Staffing Expense	██████	██████	██████	██████	██████	██████
Total Grant Request						██████
Network Office as a % of Total Grant Request						19.93%

Travel

As required by the CSP grant, the Project Director (LEARN's Director of Development) will attend an annual two-day conference in the continental United States each year of the grant. The estimated annual cost for this conference is \$1,250. This amount will cover the cost of travel, lodging and a per diem for one member of the LEARN staff.

Grant request:

	FY16	FY17	FY18	FY19	FY20	Total
Travel to CSP Grantee Conference	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$ 6,250

School Start-up and Expansion Equipment and Educational Supplies

Each new LEARN charter school requires a significant initial investment in equipment, furniture, curricular materials and other general school supplies which totals \$474,000. The expense per new school for these items includes:

Technology Infrastructure	\$ 120,000	Servers, routers, wireless access points
Classroom Technology	51,000	Computer labs, classroom computers, printers, other peripherals
Furniture	165,000	Student furniture, staff furniture, office furniture
Educational Materials	120,000	Textbooks, classroom libraries, science kits, math manipulatives
Supplies	35,000	Consumable supplies including items such as workbooks, student books, and paper

In addition, the expansion of the Hunter Perkins campus by 100 students in 7th and 8th grade will require:

Classroom Technology	\$ 25,000
Furniture	50,000
Educational Materials	35,000
Supplies	10,000

Please note that the equipment and educational supplies for the Hunter Perkins Expansion will be purchased during the FY16 school year.

Budget request for school start up equipment and educational supplies:

	FY16	FY17	FY18	FY19	FY20	Total
Technology Infrastructure	\$ 240,000	\$ 240,000	\$ 240,000	\$ 240,000		\$960,000
Classroom Technology	127,000	102,000	102,000	102,000		433,000
Furniture	380,000	330,000	330,000	330,000		1,370,000
Educational Materials	275,000	240,000	240,000	240,000		995,000
Supplies	81,000	71,000	71,000	71,000		294,000
Total	\$1,103,000	\$ 983,000	\$ 983,000	\$ 983,000		\$4,052,000

Total CSP Grant Request:

	FY16	FY17	FY18	FY19	FY20	Total
Personnel	████████	████████	████████	████████	████████	████████
Fringe Benefits	████████	████████	████████	████████		████████
Travel	1,250	1,250	1,250	1,250	1,250	6,250
Equipment	747,000	672,000	672,000	672,000		2,763,000
Supplies	356,000	311,000	311,000	311,000		1,289,000
Total Grant Request	████████	████████	████████	████████	████████	████████

U.S. DEPARTMENT OF EDUCATION
SUPPLEMENTAL INFORMATION
FOR THE SF-424

1. Project Director:

Prefix: Mrs.	First Name: Kristen	Middle Name:	Last Name: Denison	Suffix:
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Address:

Street1:	1132 S. Homan Avenue
Street2:	
City:	Chicago
County:	
State:	IL: Illinois
Zip Code:	60624
Country:	USA: UNITED STATES

Phone Number (give area code)	Fax Number (give area code)
	

Email Address:


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2. Novice Applicant:

Are you a novice applicant as defined in the regulations in 34 CFR 75.225 (and included in the definitions page in the attached instructions)?

Yes No Not applicable to this program

3. Human Subjects Research:

a. Are any research activities involving human subjects planned at any time during the proposed Project Period?

Yes No

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

Yes Provide Exemption(s) #: 1 2 3 4 5 6

No Provide Assurance #, if available:

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c. If applicable, please attach your "Exempt Research" or "Nonexempt Research" narrative to this form as indicated in the definitions page in the attached instructions.

	Add Attachment	Delete Attachment	View Attachment
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**U.S. DEPARTMENT OF EDUCATION
BUDGET INFORMATION
NON-CONSTRUCTION PROGRAMS**

OMB Number: 1894-0008
Expiration Date: 04/30/2014

Name of Institution/Organization

Lawndale Educational and Regional Network

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						
2. Fringe Benefits						
3. Travel	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	6,250.00
4. Equipment	747,000.00	672,000.00	672,000.00	672,000.00		2,763,000.00
5. Supplies	356,000.00	311,000.00	311,000.00	311,000.00		1,289,000.00
6. Contractual						
7. Construction						
8. Other						
9. Total Direct Costs (lines 1-8)						
10. Indirect Costs*						
11. Training Stipends						
12. Total Costs (lines 9-11)		1,				

***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 %.

(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 %.

Name of Institution/Organization Lawndale Educational and Regional Network	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.	
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**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						
2. Fringe Benefits						
3. Travel						
4. Equipment						
5. Supplies						
6. Contractual						
7. Construction						
8. Other						
9. Total Direct Costs (lines 1-8)						
10. Indirect Costs						
11. Training Stipends						
12. Total Costs (lines 9-11)						

SECTION C - BUDGET NARRATIVE (see instructions)