

ILLINOIS STATE BOARD OF EDUCATION

RENEWAL OF CHARTER AGREEMENT FOR PRAIRIE CROSSING CHARTER SCHOOL

THIS RENEWAL OF CHARTER AND CHARTER SCHOOL AGREEMENT (“Agreement”), with an effective date of July 1, 2024 (“Effective Date”), is entered into by and between the Illinois State Board of Education (the “State Board”), a body politic, and Prairie Crossing Charter School, an Illinois not-for-profit corporation (“Charter School”), for an independent and autonomous public 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

WHEREAS, on July 2, 1999, the Charter School entered into a Charter School Agreement with the Illinois State Board of Education (the “State Board”) for a five-year term beginning with the 1999-2000 school year and ending with the 2003-2004 school year, which was approved and certified by the State Board;

WHEREAS, on May 26, 2004, the Charter School entered into a Charter School Renewal Agreement with the State Board for a five-year term beginning with the 2004-2005 school year and ending with the 2008-2009 school year, which was approved and certified by the State Board;

WHEREAS, on December 17, 2008, the Charter School submitted a renewal proposal to the State Board to renew its Charter School Agreement (the “ISBE Renewal”);

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WHEREAS, on February 5, 2009 and March 2, 2009, the Charter School complied with the request to submit additional information (“Additional Information”);

WHEREAS, on March 19, 2009, the State Superintendent issued a Recommendation and the State Board approved the Recommendation that the Charter School be renewed for five years with stipulations (“ISBE Recommendation”);

WHEREAS, on June 29, 2009, the parties agreed to the specific terms of the stipulations (“ISBE Stipulations”);

WHEREAS, on July 20, 2011, through Public Act 97-0152 (as amended), the Illinois State Charter School Commission (the “Commission”) was established as an independent state commission with statewide chartering jurisdiction and authority with the responsibility to authorize and oversee charter schools throughout the State of Illinois; and

WHEREAS, the State Board transferred all charter school files to the Commission for charter schools authorized by the State Board prior to the effective date of Public Act 97-0152, including the files[s] related to the Charter School;

WHEREAS, the Commission pursuant to Public Act 97-0152 has reviewed the Charter School file and its related chartering documentation;

WHEREAS the parties terminated the charter renewal agreement between the State Board and the Charter School effective June 30, 2012 and entered into a new Agreement that superseded the prior charter renewal agreement between the State Board and the Charter School;

WHEREAS, the Commission and the Charter School first entered into the Charter School Agreement with an effective date of July 1, 2012;

WHEREAS, the Parties executed the First Amendment to Charter School Agreement on September 10, 2013, to reflect the Commission’s adoption of an Accountability System and to incorporate the Commission’s Accountability Plan into the Charter School Agreement;

WHEREAS, on November 13, 2013, the Charter School submitted an application for Renewal to the Commission to renew its Charter School Agreement pursuant to the Commission’s Accountability Plan;

WHEREAS, Commission Staff issued a Recommendation and on April 15, 2014, the Commission approved the Recommendation that the Charter School be renewed for a term of five years at a funding level of 100% PCTC of the host school districts with two conditions;

WHEREAS, on October 5, 2018, the Charter School submitted an application for Renewal to the Commission to renew its Charter School Agreement;

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WHEREAS, Commission Staff issued a Recommendation and on January 24, 2019 the Commission approved the Recommendation that the Charter School be renewed for a term of five years at a funding level of 100% PCTC of the host school districts with amended Accountability Measures and a maximum student increase from 432 to 444;

WHEREAS, the Commission and the Charter School entered into a charter school renewal agreement for the term of July 1, 2019 to June 30, 2024, which was approved and certified by the State Board; and

WHEREAS, on July 1, 2020, through Public Act 101-0543, the Commission was abolished, and all its powers and duties were transferred to the State Board, including but not limited to the authorizer responsibilities for oversight of the charter schools authorized by the Commission; and

WHEREAS, in accordance with Section 27A-7.5(g) of the Charter Schools Law, effective on July 1, 2020, the State Board became the Commission's successor to the initial charter school agreement for the remainder of the term specified therein; and

WHEREAS, on August 10, 2023, the Charter School submitted an application to the State Board to renew its initial charter and charter school agreement ("Renewal Application"), a copy of which Renewal Application is incorporated by reference as described in **Exhibit A** hereto; and

WHEREAS, on December 13, 2023, the State Superintendent issued a recommendation and the State Board approved the recommendation that the Charter School be renewed for a term of five years ("Renewal Recommendation"), a copy of which Renewal Recommendation is incorporated by reference in **Exhibit B** hereto. The Renewal Recommendation is subject to the completion of or adherence to specific conditions of renewal as set forth therein ("Conditions"), which Conditions are described in **Exhibit C** attached hereto and incorporated herein; and

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

TERMS AND CONDITIONS

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 operate a charter school as described herein.
3. Term of Agreement. This Agreement shall commence on July 1, 2024, and shall expire at midnight, June 30, 2029 ("Term"), unless terminated or extended pursuant to the terms hereof.

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4. Amendments. This Agreement may be amended only by written consent of the parties hereto. In the case of amendments meeting the standard of materiality under 23 Ill. Admin. Code 650.50(c) or otherwise defined in this agreement as material (“Material Modification”), the Charter School must submit a Material Modification Application using the form posted at <https://www.isbe.net/Documents/Material-Modification-Application.pdf>, which form must be submitted to the State Board for consideration by October 15 of the year prior to the school year in which the revision or modification is expected to go into effect (the “Material Modification Approval Process”).

5. 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 “Prairie Crossing Charter School”.

b. Mission Statement. The Charter School shall operate under the mission statement set forth in the Renewal 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 K-8, as provided in the Renewal Application.

d. Enrollment. Enrollment in the Charter School shall be open to any pupil who resides within the Woodland School District 50 or the Fremont School District 79. 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.

i. 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.

ii. The Charter School shall serve up to 444 students in grades K through 8. Increases in enrollment beyond the maximum number provided herein are Material Modifications subject to the Material Modification Approval Process. Once a student has enrolled, the student shall remain enrolled for the academic year unless there is a documented voluntary withdrawal, transfer, reassignment, or disciplinary suspension or expulsion. The Charter School shall report total enrollment (including students by grade

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level) on a quarterly basis to the State Board. The Charter School shall maintain accurate records of daily attendance and enrollment in the State's Student Information System. The State Board reserves the right to conduct audits and/or investigations, as necessary, to verify enrollment. The parties agree to the enrollment projections as set forth in the Renewal Application.

e. 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.

f. Goals, Objectives, Pupil Performance Standards. The Charter School shall pursue and make reasonable progress toward the achievement of the goals, objectives, and pupil performance standards consistent with those set forth in the Accountability Plan as described in Section 10 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 Renewal Application and as described in Section 10 hereof.

h. Curriculum. The curriculum established by the Charter School shall be consistent with the Renewal Application and as otherwise modified or supplemented herein. A change to the curriculum that would materially alter the Charter School's educational plan is a Material Modification subject to the Material Modification Approval Process.

i. School Year; School Days; Hours of Operation. The school year shall commence no earlier than August 1 and no later than September 15 of each calendar year. The days and hours of operation of the Charter School shall be as set forth in the Renewal Application or as otherwise established by the Charter School. No later than July 1 prior to the commencement of each academic year during the Term of this Agreement, the Charter School shall submit to the State Board its school calendar for such academic year and the following summer session. Submission must be made using the State Board's Public School Calendar System. During the Term of this Agreement, if the Charter School seeks to change its school year calendar to accommodate a year-round school educational model, it must submit its proposal to the State Board for review and consideration through the Material Modification Approval Process.

j. Student Discipline. The Charter School shall implement a system of uniform student discipline that is consistent with applicable law. The Charter School shall provide the State Board with a copy of its student discipline policy by September 1 of each year during the Term of this Agreement.

k. Governance and Operation. The operation of the governing board of the Charter School shall be in accordance with the Illinois Charter Schools Law, and as set forth in the Renewal Application. A roster of board members and an annual

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calendar of board meetings for the Charter School along with the parent-advisory committee, pursuant to 105 ILCS 5/10-20.14, shall be submitted to the State Board by July 1 of each year during the Term of this Agreement. Updated rosters shall be provided to the State Board within 30 days of any subsequent changes to membership.

1. Pupil Transportation. The Charter School shall meet the transportation needs of its students in the manner as required by applicable law.

6. 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 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. All federal and state laws and rules related to the education of children with disabilities, including the Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.);

ii. The Every Student Succeeds Act (PL 114-95, signed December 10, 2015);

iii. Section 2-3.64 of the School Code (105 ILCS 5/2-3.64), regarding performance goals, standards, and assessments;

iv. Sections 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 criminal background investigations and checks of the Statewide Sex Offender Database and Statewide Murderer and Violent Offender Against Youth Database of applicants for employment;

v. Sections 10-20.14, 10-22.6, 24-24, 34-19, and 34-84a of the Illinois School Code (105 ILCS 5/10-20.14; 105 ILCS 5/10-22.6; 105 ILCS 5/24-24; 105 ILCS 5/34-19; 105 ILCS 5/34-84a) regarding discipline of students; and Section 2-3.162 of the School Code (105 ILCS 5/2-3.162) regarding student discipline reporting;

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.);

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- ix. Sections 10-23.12(b) and 34-18.6(b) of the Illinois School Code (105 ILCS 5/10-23.12(b); 105 ILCS 5/34-18.6(b)) regarding detection, reporting, and prevention of child abuse and neglect, and the allowance for the Department of Children and Family Services to distribute appropriate materials in school buildings listing the toll-free number for reporting and methods for reporting;
- x. The Illinois School Student Records Act (105 ILCS 5/10-1 et seq.);
- xi. Section 10-17a of the Illinois School Code (105 ILCS 5/10-17a) regarding school report cards;
- xii. Section 27-23.7 of the Illinois School Code (105 ILCS 5/27-23.7) regarding bullying prevention;
- xiii. Sections 22-80 and 27-8.1 of the Illinois School Code (105 ILCS 5/22-80; 105 ILCS 5/27-8.1) regarding student athletes, concussion and head injuries, and health examinations and immunizations, respectively;
- xiv. Sections 10-20.60 and 34-18.53 of the Illinois School Code (105 ILCS 5/10-20.60; 105 ILCS 5/34-18.53) regarding breastfeeding accommodations for pupils;
- xv. Sections 10-20.63 and 34-18.56 of the Illinois School Code (105 ILCS 5/10-20.63; 105 ILCS 5/34-18.56) regarding availability of feminine hygiene products;
- xvi. Section 26-18 of the Illinois School Code (105 ILCS 5/26-18) regarding chronic absenteeism report and support;
- xvii. Section 22-30 of the Illinois School Code (105 ILCS 5/22-30) regarding self-administration and self-carry of asthma medication and epinephrine auto-injectors, administration of undesignated epinephrine auto-injectors, administration of an opioid antagonist, administration of undesignated asthma medication, asthma episode emergency response protocol;
- xviii. The P-20 Longitudinal Education Data System Act (105 ILCS 13/1 et seq.);
- xix. The Seizure Smart School Act (105 ILCS 150/1 et seq.);
- xx. The Student Online Personal Protection Act (105 ILCS 85/1 et seq.);
- xxi. The Freedom of Information Act (5 ILCS 140/1 et seq.);
- xxii. The Open Meetings Act (5 ILCS 120/1.01 et seq.);
- xxiii. The Pension Code (40 ILCS 5/1-101 et seq.);

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xxiv. The Illinois Educational Labor Relations Act (115 ILCS 5/1 et seq.);

xxv. All applicable health and safety regulations of the State of Illinois and the local municipalities, including without limitation those laws specifically identified by the State Board as being applicable to charter schools. A current list of such laws, which may be added to, deleted from, or otherwise amended from time to time, is maintained at this website:
[https://www.isbe.net/Documents/Non-Curricular Health and Safety.pdf](https://www.isbe.net/Documents/Non-Curricular_Health_and_Safety.pdf);

xxvi. All federal and state laws and rules related to the education of English learners; and

xxvii. Any other requirements explicitly made applicable to charter schools by Section 27A-5(g) of the Charter Schools Law.

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.

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 State 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 State 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 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 State Board with a current list of all of its employees, and shall cause each of its subcontractors to provide the State Board with a current list of all of such subcontractor's employees providing services at the Charter School. Such lists shall contain the names, job positions, and social security numbers of all applicable employees. Such 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 subparagraph (e) of this Section, and the results of such background checks; and (ii) for each individual employed in an instructional position, evidence of licensure, 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

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subparagraph (f) of this Section. For any person hired in an instructional position after September 1 of any school year, the Charter School shall provide the State Board with such evidence of licensure or other qualification no later than thirty (30) business days after the individual's initial date of employment.

- i. As used in paragraph iii below, "Employee" means any non-represented, non-management, and non-confidential employee of a charter school.
 - ii. "Bona Fide Labor Organization" means a labor organization recognized under the National Labor Relations Act or the Illinois Educational Labor Relations Act.
 - iii. The Charter School agrees (1) to be neutral regarding the unionization of any of its employees; the Charter School will not at any time express a position on the matter of whether its employees will be unionized nor will the Charter School threaten, intimidate, discriminate against, retaliate against, or take any adverse action against any employee based on their decision to support or oppose union representation, and (2) the Charter School will provide any Bona Fide Labor Organization access at reasonable times to areas in which the Charter School's employees work for the purpose of meeting with employees to discuss their right to representation, employment rights under the law, and terms and conditions of employment, and (3) union recognition shall be through a majority card check verified by a neutral third-party arbitrator mutually selected by the Charter School and the Bona Fide Labor Organization through alternate striking from a panel of arbitrators provided by the Federal Mediation and Conciliation Service.
- 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 licensed under Article 21B of the School Code, 105 ILCS 5/Art. 21B, or who are otherwise qualified to teach under Section 27A-10(c) of the Charter Schools Law.

7. Building.

- a. The Charter School shall be located at 1531 Jones Point Road, Grayslake, IL 60030.
- b. During the Term of this Agreement, if the Charter School proposes to relocate, add a new school location, or pursue additions and/or renovations to its current site, the Charter School shall submit such proposal to the State Board for review and consideration through the Material Modification Approval Process.

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c. The Charter School shall take such actions as are necessary to ensure that all leases, occupancy permits, and health and safety approvals for all established school buildings remain valid and in force, and shall certify to the State Board no later July 1 of each year during the Term of this Agreement that such leases, certificates, and approvals remain in force.

8. Finance

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 State Board a copy of its annual enrollment, 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/Administrative Fee.**

i. The State Board shall distribute the Charter School funds in four quarterly installments payable on or before August 30, November 30, February 28, and May 31 of each fiscal year during the Term of this Agreement. The first quarter distribution shall be on or before August 30. 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.

ii. Pursuant to the Charter Schools Law, the State Board shall assess the Charter School an administrative fee ("Administrative Fee") in an amount up to 3% of the State Aid allotted for the fiscal year. The State Board shall invoice the Administrative Fee on a quarterly basis. The Administrative Fee shall be due following the Charter School's receipt of each Quarterly Installment from the State Board. The actual amount of any Administrative Fee shall be determined by the State Board on an annual basis.

d. **Refund of Unspent Funds.** In the event that this Agreement is revoked or is not renewed by the State Board, 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, and may separately charge reasonable fees for field trips at or around the time of such field trips, 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

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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 8, 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: (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. The Charter School shall submit the following unaudited financial statements to the State Board on a quarterly basis: (i) statement of activities, (ii) cash flow statement, and (iii) balance sheet. These three statements shall be submitted to the State Board no later than thirty (30) days after the end of each quarter.

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 for the Charter School at its expense by an outside independent auditor retained by the Charter School and reasonably acceptable to the State Board. To qualify as independent for purposes of this paragraph, such auditor must not be an employee of the Charter School or otherwise affiliated with the Charter School for non-audit purposes. The Financial Audits shall include, without limitation:

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

The Financial Audits shall be made available to the State Board no later than November 1 of each year during the Term of this Agreement.

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 on or before August 1, October 1, January 5, and March 1 of each year during the Term of this Agreement as required by Section 27A-9(f) of the Charter Schools Law.

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j. **Withholding of Funds.** In the event the Charter School fails to submit to the State Board any documents or information required under this Agreement, or fails to follow any procedures and policies set forth in this Agreement, the State Superintendent may withhold any and all payments of funds to the Charter School provided that the State Board 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 State Board will 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 grounds for the State Board to revoke this Agreement and the charter of the Charter School.

9. **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 D** 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 or a program of self-insurance reasonably acceptable to the State Board.

By July 1 of each year during the Term of this Agreement, the Charter School shall provide the State Board with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts as set forth above and in **Exhibit D**. All such insurance policies shall contain a provision requiring notice to the State Board, at least 30 days in advance, of any material change, non-renewal, or termination, to the attention of:

David Turovetz, Director, Charter Schools Department
Illinois State Board of Education
555 W. Monroe Street, Suite 900
Chicago, IL 60661

10. **Academic Accountability and Evaluations.**

a. **Accountability Plan.** The Charter School shall be held accountable by the State Board in accordance with the State Board's accountability system contained in **Exhibit E** ("Accountability Plan") attached hereto and incorporated herein, which may, with approval of the State Board, contain school-specific academic goals. The parties agree that the Accountability Plan shall be subject to revision and modification by the State Board effective on August 1 of each year of the Agreement. The State Board shall make reasonable efforts to solicit input from the Charter School regarding proposed revisions to the Accountability Plan. The State Board will provide written notice to the Charter School no later than June 30 if revisions to the Accountability Plan are based solely on the State Board's directives and not resulting from amendments to applicable State or federal law or other circumstances outside of the State Board's control.

b. **Standardized Tests.** The Charter School shall (1) administer such standardized tests of academic proficiency as are provided for in the Renewal Application and the State Board's policies and procedures and (2) shall participate in State assessments required by Section 2-3.64 of the School Code. Due to the impact of COVID-19 on Illinois' ESSA Accountability System, the parties

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acknowledge that academic performance measures other than the required State assessments (“Alternative Academic Metrics”) may be necessary to properly evaluate the performance of a Charter School and the progress of its programs and students during the Term of this Agreement. The parties shall work diligently and in good faith to agree upon a set of Alternative Academic Metrics by August 1, 2021 that will be incorporated into the Accountability Plan.

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

d. **Annual Performance Report.** The Charter School agrees to submit to the State Board an annual performance report in the format requested by the State Board by no later than October 1 of each year during the Term of this Agreement.

11. 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”) and 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;

ii. Participate in a Special Education Cooperative (“Cooperative”) for the provision of the required special education services, either by (a) joining an existing Cooperative; or (b) entering into a new special education joint agreement that has been approved by the members of the State Board and participating in the Cooperative created by that agreement;

iii. Contract with a school district that is located in Lake and Cook County and not a member of the Special Education District referenced in subparagraph (b)(ii) of this Section for the provision of such services; or

iv. Contract with or otherwise employ a qualified and licensed special education professional to provide such services, provided that any contract entered into by the Charter School under this subsection provide for full-time educational services, including the above special education services and accommodations.

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- 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.
- 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;
 - iii. timelines;
 - iv. 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.

12. Comprehensive School Management Contracts.

- a. If the Charter School intends to contract with any third party entity during the Term of this Agreement for such entity to provide (all or a substantial portion of the) comprehensive services necessary to manage and operate the Charter School, then the Charter School shall first enter into a legally binding and enforceable agreement with such entity that defines, with particularity, all key terms of the relationship (a "Management Agreement"). The Management Agreement must address, *inter alia*: (i) the contingent obligations and responsibilities of each party in the event that the management agreement must be modified in order to obtain or maintain the Charter School's status under State or federal law; (ii) the extent of the Management Provider's participation in the organization, operation, and governance of the Charter School; and (iii) the total costs of all services, if possible represented as a percentage of school revenue.
- b. State Board Review and Approval of Management Agreements
 - i. The Charter School shall not enter into any new Management Agreement without receiving prior written approval from the State Board.
 - ii. The State Board acknowledges that the Charter School may have entered into a Management Agreement with the approval of the Commission prior to the Commission's abolishment. Prior to the renewal of any existing Management Agreement, the Charter School shall notify the Board of its intent to renew and shall provide the State Board with a copy of the proposed renewal

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Management Agreement. Such renewal shall not be effective until the Charter School is notified by the State Board that the renewal Management Agreement meets its approval.

13. Renewal of Charter: Failure to Renew. The Agreement may be renewed for an additional period. The Charter School shall provide a written proposal to the State Board 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 proposal to renew the Charter School shall contain a report on the progress of the Charter School in achieving the goals, objectives, pupil performance standards, content standards, and other terms of the approved Renewal Application. It shall also include the most recent annual report and financial statement of the Charter School. The written proposal may contain proposed changes to this Agreement that the Charter School desires to incorporate into the renewed Agreement.

The State Board shall provide written notice to the Charter School indicating whether, and upon what conditions, the State Board shall effectuate a renewal of the charter of the Charter School, including any modified terms proposed by the State Board. 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 State Board may refuse to renew the Agreement upon a finding that any cause for revocation exists under Section 14 hereof.

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

- a. Committed a material violation of any of the conditions, standards, or procedures set forth in this Agreement, including the Accountability Plan.
- b. Failed to meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified in this Agreement, including the Accountability Plan.
- c. Failed to meet generally accepted standards of fiscal management.
- d. Materially violated any provision of law from which the Charter School was not exempted.

In the case of revocation, the State Board shall notify the Charter School in writing of the reason why the Charter School is subject to revocation. The Charter School shall submit a written plan to the State Board to rectify the problem. The plan shall include a timeline for implementation, which shall not exceed 2 years or the date of the Charter School's expiration, whichever is earlier. If the State Board finds that the Charter School has failed to implement the plan of remediation and adhere to the timeline, then it shall revoke the charter. In the event that the State Board plans to consider and vote upon a recommendation to revoke the charter of the Charter School, the State 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 State Board will take any final action on the recommendation to revoke. Except in situations of an emergency where

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the health, safety, or education of the charter school's students is at risk, the revocation shall take place at the end of a school year.

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 23 of this Agreement.

In the event the charter is revoked or non-renewed as described in Section 13 of this Agreement, the Charter School agrees to strictly adhere to the "Procedures for Closing a Charter School" set forth in 23 Ill. Admin. Code 650.70.

15. 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 non-renewal or revocation of this Agreement is appropriate under applicable law and the terms set forth herein. 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 violations 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 required herein, if either party remains dissatisfied with the resolution of any minor violation of the Agreement through the procedures outlined in this provision, the parties may seek to enforce their rights under this Agreement through any and all legal means.

16. Indemnification

a. To the fullest extent permitted by law, the Charter School shall indemnify, defend, and hold harmless the State Board, its members, officers, employees, agents, affiliates, and representatives, past and present (collectively, the "State Board Indemnitees"), from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, demands, suits, liabilities, injuries (personal or bodily), of every kind, nature and character arising or resulting from or occasioned by or in connection with (i) the possession, occupancy, or use of the property of the Charter School, its faculty, students, patrons, employees, guests, or agents; (ii) any act or omission to act, whether negligent, willful, wrongful, or otherwise by the Charter School, its faculty, students, patrons, employees, guests, or agents; (iii) a violation of any law, statute, code, ordinance or regulation to the extent applicable to Illinois public schools by the Charter School, its faculty, students, patrons, employees, sub-contractors, guests, or agents; and/or (iv) 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 (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 from any act or omission of the Charter School required by law or this Agreement.

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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.

17. 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 except as required by law or this Agreement, and that the State Board assumes no liability for any loss or injury resulting from: (a) the acts and omissions of the Charter School, its directors, trustees, agents, subcontractors or employees; (b) 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 (c) 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 to any third party.

18. 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 law provisions. Any claim against the State or a State agency arising out of this Agreement must be filed exclusively with the Illinois Court of Claims in accordance with the Court of Claims Act (705 ILCS 505/1) when said claim is within the jurisdiction of the Court of Claims.

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

20. Counterparts: Signature by Facsimile or Electronic Mail. This Agreement may be signed in counterparts, which shall together constitute the original Agreement. Signatures received by facsimile or electronic mail by either of the parties shall have the same effect as original signatures.

21. Terms of the Agreement. The parties hereto expressly agree that the Renewal Application sets forth the overall goals, standards, and general operational policies of the Charter School, and 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 Renewal Application, the Charter School shall be permitted to implement such policies, procedures, and specific terms of operation, provided that such policies, procedures, and terms of operation are consistent with the goals, standards, and general operational policies set forth in the Renewal Application and the Charter Schools Law.

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

23. Termination. This Agreement may be terminated prior to its expiration by (a) the mutual consent of the parties or (b) revocation of the charter of the Charter School pursuant to Section 14 hereof. Termination of this Agreement for any reason shall serve to immediately revoke the charter granted hereby.

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24. Notices. Any notice, demand, or request from one party to any other party or parties hereunder shall be deemed to have been sufficiently given or served for all purposes if, and as of the date, it is delivered by hand, overnight courier, facsimile (with confirmation) or within three (3) business days of being sent by registered or certified mail, postage prepaid, to the parties at the following addresses:

If to the Charter School: Geoff Deigan
Executive Director
Prairie Crossing Charter School
1531 Jones Point Road
Grayslake, IL 60030

With Copies to: Stacey White
Charter School Board President
Prairie Crossing Charter School
1531 Jones Point Road
Grayslake, IL 60030

Nicki B. Bazer
Attorney
Franczek PC
300 South Wacker Drive, Suite 3400
Chicago, IL 60601

If to the State Board: David Turovetz
Director of Charter Schools
Illinois State Board of Education
555 W. Monroe Street, Suite 900
Chicago, IL 60661

With Copy to: Legal Officer
Illinois State Board of Education
100 North First Street
Springfield, IL 62777
Fax: (217) 524-3911

25. 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.

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26. Superseder. This Agreement supersedes and replaces any and all prior agreements and understandings between the Commission and the Charter School or the State Board and the Charter School. To the extent that any conflict or incompatibility exists between the Renewal 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.

27. Delegation. The parties agree and acknowledge that the functions and powers of the State Board may be exercised by the State Superintendent of Schools, provided that any ultimate decision regarding renewal, non-renewal or revocation of this Agreement may be made only by the State Board.

28. Prior Actions. It is expressly agreed and understood that as a condition precedent to this Agreement becoming effective on the Effective Date, 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. The Parties confirm that the Charter School has completed and satisfied all actions and obligations.

29. 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.

30. 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.

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By:  3/1/24

Dr. Tony Sanders
State Superintendent of Education

By: 

Kristen Kennedy
Chief Legal Officer

PRAIRIE CROSSING CHARTER
SCHOOL

By: 
Name: William Stacey White
Title: President, PCS Board of Directors

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EXHIBIT A

RENEWAL APPLICATION

The following document is hereby incorporated by reference as if set forth fully herein:

1. The Renewal Application as approved by the State Board on December 13, 2023.

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EXHIBIT B

RENEWAL RECOMMENDATION OF THE STATE SUPERINTENDENT

The following document is hereby incorporated by reference as if set forth fully herein:

1. The State Board memo dated December 13, 2023 containing the State Superintendent's recommendation on the Renewal Application.

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EXHIBIT C

CONDITIONS OF RENEWAL

The parties agree that there are no conditions precedent and no additional conditions which must be satisfied during the Term of this Agreement. All terms and conditions which will govern during the Term of the Agreement have been expressed herein.

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EXHIBIT D

INSURANCE REQUIREMENTS

1. 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, a body politic and corporate, and its members, employees, and agents, and any other entity as may be designated by the State Board, 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)
6. 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.

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EXHIBIT E

ACCOUNTABILITY PLAN