Gain College Credit & Prepare for a Career While Earning Your High School Diploma





Rincon Family Services & YCCS seek to open a Charter School in your neighborhood For support and feedback, attend our forum: July 29<sup>th</sup>, 2015 | 5:30 p.m. 3710 N. Kedzie



In Partnership With:



Better Chance, But

Call Today to get more information

Angel Roman (312) 841 - 9896 | aroman@rinconfamilyservices.org

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FAMILY SERVICES

Partnership

In

With:



"Not Just A Second Chance, But A Better Chance"

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### Vision | Mission

#### **Our Vision**

**Youth Connection Charter School** will be a nationally recognized model for alternative education with quality academic and support services, providing tools to empower at-risk students and high school dropouts to graduate and become productive members of society.

#### **Our Mission**

**Youth Connection Charter Schoo**l is to advocate, develop, and provide world-class education to students at risk and high school dropouts in collaboration with the alternative high school community. **YCCS** meets the individual needs of students through programs committed to academic excellence, human development, cultural enrichment, and social equity. **YCCS** prepares students for quality life experiences, technological literacy, graduation, vocational and post-secondary education, and competitive employment.

#### **Our Core Values**

YCCS campuses promote the following attributes:

- Integrity
- Excellence
- Respect
- Leadership
- Responsibility
- Commitment
- Courage

#### **Youth Connection Charter School**

10 West 35th Street, Suite 11F4-2 • Chicago IL 60616 • (312) 328-0799 • Fax (312) 328-0971 • www.yccs.us







10 West 35<sup>th</sup> Street Suite 11F4-2 Chicago, IL 60616-3717 Phone: 312-328-0799 Fax: 312-328-0971 www.yccs.us

7 0 2	Room #	School Name	Address	Phone #	Fax #	Contact
	500	Youth Connection	3424 S. State St.	312-225-4668	312-225-4862	Keisha Johnson – P
Sheila Venson		Leadership Academy	60616			Kim Hansel – VP
Executive Director	504	Ada S. McKinley –	2920 S. Wabash Ave	312-949-5010	312-949-5015	Dr. Irma Plaxico – P
<b>Board of Directors</b>		Lakeside	60616			Travis Baldwin –A
Linda S. Hannah President	506	YCCS Chatham Academy	9035 S. Langley Ave. 60619	773- 651-1500	(773) 651-1523	Lisa Williams- P Tony Lyons- VP
Alejandro L. Molina Vice-President	520	Sullivan House Alternative High School	8164 S. South Chicago Ave. 60617	773-978-8680	773-375-1482	Dr. Thomas J. Gattuso- P
Daniel M. Jemis <b>on</b> Treasurer	523	Latino Youth Alternative High School	2001 S. California Ave. 60608	773-648-2130	773-648-2098	Dr. Ernesto Gonzalez - P Leticia Fernandez- VP
Sally K. Polasek Secretary	526	Jane Addams Alternative High School	1814 S. Union Ave. 60616	312-563-1748	312-563-1756	Theresa Comparini – D Richard Fox – VP
Dr. Fabricio E. Balcazar <b>Senior Advisor</b>	528	Community Youth Development Institute	7836 S. Union Ave. 60620	773-224-2273	773-224-2214	Aaron Royster Jr. – P Keena Robinson - VP
Christine Bowden		Chicago City Colleges	226 W. Jackson Blvd 60606	312-553-2739	312-553-2897	Dawn Howard (Fiscal)
Arthur P. Ward	529	Olive Harvey Middle	10001 S. Woodlawn	773-291-6517	773-291-6199	Devon Morales - P
Dr. Laura R. Johnson		College High School	Ave 60628			Mateo Trujillo – VP
Dr. Rosemary R. Jackson	530	Truman Middle College High School	1145 W. Wilson Ave 60640	773-907-4840	773-907-4844	MaryAnn Soley – P Kristin Greer – VP
Ronald D. Hearns						

Dr. Richard Stephenson Founding Member

Dr. Robert A. Saddler Founding Member





10 West 35<sup>th</sup> Street Suite 11F4-2 Chicago, IL 60616-3717 Phone: 312-328-0799 Fax: 312-328-0971

	Room #	School Name	Address	Phone #	Fax #	Contact
MISSION STATEMENT	533	Association House –	1116 N. Kedzie Ave	773-772-7170	773-772-8617	David Pieper – IP
MISSION STATEMENT		El Cuarto Año High	4 <sup>th</sup> Floor			
The mission of the Youth		School	60651			
Connection Charter School is to advocate, develop, and provide	535	CCA Academy	1231 S. Pulaski Ave	773-762-2272	773-762-2065	Myra Sampson - D
world class education to high school dropouts in partnership			60623		773-762-7714 (Fiscal)	Van Marshall - A
with the alternative high school	536	Academy of Scholastic	4651 W. Madison St.	773-921-1315	773-921-8324	Nicole Simpson – P
community.		Achievement	60644			Marvin Simpson- VP
						Gladys Simpson – D
	537	Dr. Pedro Albizu	2739 W. Division St.	773-342-8022	773-342-6609	Danette Sokacich - IP
<u>OUR VISION</u>		Campos Puerto Rican High School	60622			Juanita Garcia- A
Youth Connection Charter School	538	<b>Innovations High School</b>	17 N. State Street,	312-999-9360	312-999-9361	Omar Moore – P
will be a nationally recognized model for alternative education		of Arts Integration	2 <sup>nd</sup> and 3 <sup>rd</sup> floor			Melissa Fleming - VP
with quality academic and support			60602			LaShaun Jackson - D
services, providing tools to	543	West Town Academy	534 N. Sacramento	312-563-9044	312-563-9672	Dr. Kent Nolen-P
empower at risk students and high school dropouts to graduate and		Alternative High School	Blvd.			Quitmann Dillard- VP
become productive members of			60612			
society.	544	Austin Career	5352 W. Chicago Ave	773-626-6988	773-626-2641	Debra Williams - D
		Education Center	60651			Anne Gottlieb - VP
	545	Westside Holistic	4909 W. Division St.	773-261-0994	773-261-1029	Daisy Lopez – P
<b>OUR PHILOSOPHY</b>		Leadership Academy	60651			Christina Romo- VP
	547	Aspira Antonia Pantoja	3121 N. Pulaski Ave.	773-252-0970	773-252-0994	Richard Transon - VP Martha Zurita - P
All students can achieve excellence in a challenging	547	Alternative High School	60641	113-232-0910	115-252-0994	Wartha Zurita - F Wendy Mendez- VP
educational environment that		Aspira – Inc.	00041			wenuy wienuez- vi
stimulates interest, channels		Prologue Inc.	1135 N. Cleaver St.	773-935-9925	773-665-8357	Nancy Jackson - D
energies and develops abilities to the fullest potential.		•	60622			
	553	<b>Charles Hamilton</b>	7847 S. Jeffery	773-723-9630	773-665-8357	Kimberly Ellison – D
		Houston Alternative	Chicago, IL. 60649			Pa Joof - P
		High School				

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### YOUTH CONNECTION CHARTER SCHOOL



### **FACT SHEET 1997-2013**

For sixteen years the Youth Connection Charter School (YCCS) has served as the leading provider of alternative education programs in the Chicago area. YCCS is the only chartered alternative education system that is solely dedicated to serving the growing population of dropout and at-risk students in Illinois.

- YCCS graduating class among CPS schools in 2012-2013, YCCS accounted for nearly **7%** of CPS graduates
- For the 2012-2013 school year, **12%** of all African-American CPS graduates were YCCS students, as were almost **7%** of all Latino graduates in 2012-2013
- 68% of YCCS Students met Growth Targets in Reading and 72% met Growth Targets in Math based on STAR Testing Assessment for 2012-2013.
- **83%** of YCCS graduates continue on to post-secondary education and/or employment
- Since 1997, over **15,000** students have earned their high school diplomas

By building small campuses in partnership with community-based organizations and nearby community colleges, YCCS provides at-risk students with an innovative learning environment designed to accelerate their educational development and help them to earn a high school diploma.

- YCCS campuses had an average attendance rate of **76.6%** and a one year Graduation Rate of **86.4%** for 2012-2013
- At any given time there are at least 1,500 students on the waiting list to enroll into one of the 20 YCCS campuses



Your continued support for public education in Illinois is greatly needed and deeply appreciated

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## **Youth Connection Charter School**

# YCCS Overview

**Youth Connection Charter School (YCCS)** became the first and only alternative education system in Illinois dedicated to bringing dropouts, as well as students at risk of educational failure, back into the academic fold. Our innovative programs help prepare **YCCS** graduates to become productive citizens.

Chartered in 1997, **YCCS** has long been recognized as a national model for cooperative, community-based, high-quality academic and support services. **YCCS** believes all students can achieve excellence in a challenging educational environment that stimulates interest, channels energies, and develops abilities to the fullest potential. In many instances, students experience both academic and personal success for the first time. Time and again, students prove determined and able to transcend barriers when given a second chance to succeed at education.

Most **YCCS** students enroll after months and sometimes years of being out of school. More often than not, they have chronic truancy problems, low basic skill levels, minimal credits, learning disabilities, and social challenges, including parenthood, homelessness, run-ins with the juvenile justice system, and gang membership.



- Breanna Herron

Yet the numbers show that YCCS can help students previously "left behind." Over the past 15 years, YCCS has achieved average retention rates of 69%, average attendance rates of 76.6% and average annual grade gains, amongst the stable student body, of 2.4 years in math and 2.5 years in reading. To date, YCCS has graduated over 15,000 students.

How does **YCCS** engage its students in the learning process? By addressing each individual's needs for human development, cultural enrichment, and social equity, as well as academic achievement. While the courses offered must be the same as those in traditional high schools, **YCCS** preaches and practices flexibility and innovation in our curriculum and school organization. All 20 campuses adhere to the YCCS fundamental design principles.

In addition to academic credit courses leading to a high school diploma or its equivalent, **YCCS** offers courses and activities designed to enhance students' self-esteem; small classes with individualized instruction; tutorials; and opportunities for students to develop career and life skills as well as academic excellence. The instructional focus is on the essential skills needed to access post-secondary education and/or employment, and bringing students up to grade level by teaching them how to learn and how to apply the knowledge they acquire to their eventeeveliver.

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At **YCCS**, we know there is no single formula for success, and that success is only achieved when we recognize and celebrate the individual strengths and intrinsic worth of all students. Maybe that's why, at any given time, more than a thousand Chicago-area students who want to return to school patiently await an opening at Youth Connection Charter School, so that they, too, can have a second chance.

"My experience at Truman Middle College was great because the teachers and staff seemed to care about me. Since the class sizes were small I was able to get more one-on-one time with my teachers which helped me stay focused on my studies."



# Progressive Educational Center

## Agenda

- Welcoming remarks from Rolando Correa, President & CEO
- Presentation on Rincon Family Services and on the Progressive Educational Center
- Tour of 3710 and 3720 North Kedzie Avenue

## **Mission Statement**

 Rincon Family Services is dedicated to rendering compassionate and effective programs that promote the quality of life by serving as a catalyst to advocate, educate, and empower individuals and their families.

## History

Rincon Family Services (RFS), formerly known as El • Rincon Community Clinic, is a not-for-profit community organization that was established in 1972. It's work was started by community leaders alongside individuals who were struggling with substance abuse to combat the epidemic use of heroin and violence that were dismantling their families and communities. Addressing and advocating for the unique needs of a growing Chicago Latino population, RFS became an oasis of hope and a center for change.

## Growth

- Over the past three years, RFS has expanded its mission from an individual-focus of care to a more comprehensive approach in which the entire family system is supported. In its expansion, the organization has added eight new programs that engage children, young adults, parents, as well as the distinct needs of men and women.
- RFS has grown to serve an increasingly diverse population throughout the Chicago community areas of Avondale, Belmont Cragin, Hermosa, Humboldt Park, and Logan Square. The organization has implemented a variety of new methods for treatment and prevention, which include mental health and educational services with plans to expand programming even further in the near future.

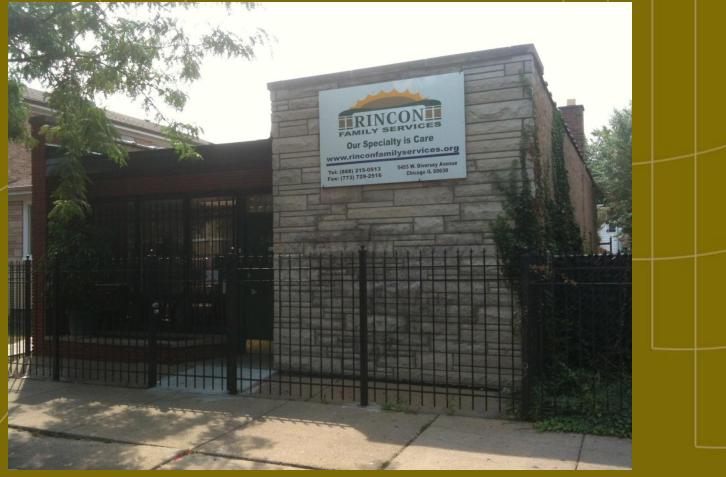
# Program Description: Rafael "Paloma" Rios, Jr. Center



## Rafael "Paloma" Rios, Jr. Center

- Opioid Maintenance Treatment (OMT)—
- HIV Early Intervention Program—
- Adult Mental Health Services (18-up)—
- Anger Management—
- Gambling
- State-Licensed DUI Services—
- DFI-Case Management Services for Women and Children
- Court Order Substance Abuse Treatment

# Program Description: Hilda Frontany Women's Center



## Program Description at the Hilda Frontany Women's Center

- Adult Mental Health Services (18-up)
- Child and Adolescent Mental Health Services (Ages 8-17)-
- Anger Management—
- Gambling
- State-Licensed DUI Services—
- Court Order Substance Abuse Treatment
- Chicago Drive Safe Coalition—
- Salud Y Mas (Community Health/Promotora) Program—
- HIV Early Intervention Program—

# Program Description 3710 North Kedzie



## Program Description 3710 North Kedzie

- Intact Family Recovery Program —
- Chicago Regional Traffic Safety Resource Center—
- Re-Entry Program—
- SAPP (Substance Abuse Prevention Program) "Too Good For Drugs"—
- Adult Mental Health Services (18-up)
- Child and Adolescent Mental Health Services (Ages 8-17)–
- Anger Management—
- State-Licensed DUI Services—
- Court Order Substance Abuse Treatment

## Proposed program description 3720

• Proposed staggered programming and transportation plan that will affect local traffic patterns or business parking.

# Educational Philosophy

- Developing educational objectives that work around individual circumstances, meeting students where they are at while overcoming previous barriers to success.
- Maintaining a comprehensive approach to learning that leads to self-sustainability and workforce readiness.
- Providing real world professional advancement skills and opportunities in fields that are hiring and expanding.
- Enhancing capacity for language and communication, including technology, in an increasingly globalized world.
- Cultivating an attitude of productive citizenship and empowering a life-long commitment to civic

## **Vision Statement**

- To be a model educational center that promotes wellbeing, respects diversity and provides its students with a solid foundation for a prosperous future.
- To serve everyone, regardless of age or experience, as an institution of distinction for ongoing guidance, support, and access to resources.
- Strengthen the mission of Rincon Family Services to continue to embrace both the needs and assets of the community as a whole.

## **Educational Needs**

- Nearly 80% of people over age 25 in the general Chicago population have a high school diploma.
- In our community however, this number is much different. Most of our neighborhoods have significantly lower rates.
  - For example, in Hermosa, almost 42% of people over the age of 25 do not have a High School diploma, and both Belmont Cragin and Humboldt Park have over 35% of this same population without High School diplomas.
  - In Avondale, the statistic is 22.6%.
- Statewide average truancy rate of 9%.
- Kelvyn Park 87%

Schurz 84.6%

• Foreman 71%

•

Prosser 62%

Steinmetz 72%

- Roosevelt 64.6%
- Moreover, the attendance rate at Schurz is 84.6%, lower than district, region, and state attendance rates.

## **Proposed Educational Programs**

- Adult Education
- After School Programming
- Young Adult Learning Center
- Professional Certificate
   Development

# Adult Education

- Provide adults with preparatory and developmental instruction in Adult Basic Education (ABE), Citizenship, English as a Second Language (ESL), and/or General Educational Development (GED) to meet students' individual goals. Individual goals may include post-secondary education, employment skills training, career building. Services include:
  - GED® Preparation classes (classroom instruction or online)
  - English as second language (ESL)
  - College readiness
  - Workforce preparation and Bridge classes
  - Basic reading and math skills
  - Citizenship classes

# After School Programming

- Effective after school programs use evidence-based approaches to provide safe, fun environments for all students to participate in enrichment activities outside of the traditional school day. Students are exposed to a variety of experiences including structured recreational activities, tutoring, literacy, technology, wellness and health promotion programming, and referrals for additional supportive services such as counseling and mentorship.
- There are several benefits to children joining after school programs. Students who participate in our programs are more likely to experience:
  - Increased academic performance
  - Improved attendance
  - Be more excited to learn and achieve
  - Parent-Child learning environment

# Young Adult Learning Center

- The Young Adult learning Center will provide academic and workforce development to older youth/young adults (ages 16-24) who do not have a high school credential, and particularly those who are not involved in formal education. The YALC's academic program makes it possible for students to make progress towards entering into one of the local alternative schools or to go back into their original high school. The program also provides the counseling and youth development supports that assist young people in achieving their academic goals.
- Services include, but are not limited to:
  - Academic support
  - Family and Individual Counseling
  - Health Services
    - Alcohol and Substance Abuse Prevention

## **Professional Certificate Development**

- The organization is establishing partnerships with local Chicago Community Colleges to provide the following, but not limited to:
  - Nursing degrees (LPNs, RNs)
  - Nursing certificates (CNAs)
  - Certified Addiction Counselor certificates
  - Home Care certificates
  - Culinary arts certificate
  - Information Technology
  - Medical technology and billing
  - EMT certificate
- Pre and post employment and workforce development support, including facilitated relationships with potential employment and internship placement sites in a variety of vibrant professional fields



New Classroom Design Ideas Supporting Active Learning Environments

# GALLERY OF ACTIVE LEARNING SPACES

## **Rethinking Classroom Space to Support:**

Deeper student engagement

Teachers' role from instructor to mentor/facilitator Personalized learning

Project based instruction and collaborative learning

Student access to information technology

## **Collaborative Learning Studios**

Designed to support quick reconfiguration among multiple modes: from lecture to project work to discussion and test taking and back again.



## Designed for the entire ecosystem to work as a tool for learning.



Designed for a variety of learning: small group, individual, large group, hands-on, independent research



University of Puerto Rico - Biology lab





773.564.9070 773.564.9197 (FAX) http://www.rinconfamilyservices.org Rincon Family Services © 3710 N Kedzie Avenue Chicago, IL 60618

Family Services and by signing, I affirm my support and understand this project will bring educational and economic growth to S Vay 6 J SWRXD NIN MARIA CIANO CUTAR GRACC MINDULA GIANC AL ROUM JUNAL T JANNE STORKE CIANNOS CAMANOS Learning Center, which would be located at 3720 N. Kedzie Avenue. I have witnessed the work and commitment of Rincon Name **Business** Name 1 D M. Warder 2796 W HTALATH HOMBALZ SHUD RULL 3726 2. K SAULUSA Address the community. 7475-318-3780 120412 M&--1-1-862 JN2-5/2-8-1 512 -213-3700 Phone/Cell Email 2 6 200 MARAN NO Signature

In support of the Progressive Educational Center/Young Adult Learning Center Justices I business owner/business representative/home owner, give my summer for pinner for pinner

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In support of the Progressive Educational Center/Young Adult Learning Center

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In support of the Progressive Educational Center/Young Adult Learning Center l, business owner/business representative/home owner, give my support for Rincon Family Services' new project, Progressive

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#### In support of the Progressive Educational Center/Young Adult Learning Center

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In support of the Progressive Educational Center/Young Adult Learning Center FAMILY SERVICES

I, business owner/business representative/home owner, give my support for Rincon Family Services' new project, Progressive

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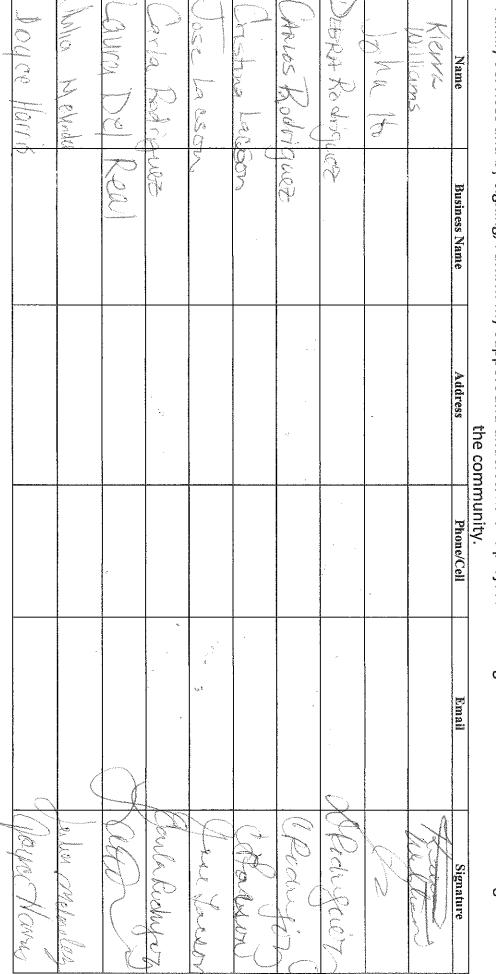
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Family Services and by signing, I affirm my support and understand this project will bring educational and economic growth to I, business owner/business representative/home owner, give my support for Rincon Family Services' new project, Progressive Learning Center, which would be located at 3720 N. Kedzie Avenue. I have witnessed the work and commitment of Rincon the community

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Rincon Family Services 3710 N Kedzie Avenue Chicago, IL 60618
 773.564.9070 773.564.9197 (FAX) http://www.rinconfamilyservices.org

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FAMILY SERVICES

#### 2011 AGREEMENT BETWEEN YOUTH CONNECTION CHARTER SCHOOL, INC. AND CAMPUS OPERATOR

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This Agreement is made effective July 1, 2011 by and between Youth Connection Charter School, Inc., an Illinois not-for-profit corporation, having its principal offices at 10 West 35th Street, Suite 11F4-2, Chicago, Illinois 60616 (hereinafter Youth Connection or YCCS) \_\_\_\_\_\_\_\_\_ (hereinafter "the Campus Operator") located at \_\_\_\_\_\_\_\_. This Agreement is Youth Connection's contract with an organization to educate Youth Connection students and to operate a Youth Connection campus as a Campus Operator. <u>This Agreement is not a fee for service</u> agreement.

#### RECITALS

WHEREAS, Youth Connection Charter School, Inc. is an Illinois not-for-profit corporation and subject to the General Not For Profit Corporation Act of the State of Illinois; and

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

WHEREAS, on July 23, 1997, Youth Connection entered into a Charter School Agreement with the Board of Education of the City of Chicago (the Board) for an initial five year term commencing August 1, 1997 and ending July 31, 2002, which was approved and certified by the Illinois State Board of Education; and

**WHEREAS,** on February 2, 2007, Youth Connection submitted an application to the Board to renew its Charter to operate as a Charter School (the "Application"); and

WHEREAS, Youth Connection has entered into a third five year term with the Board, commencing July 1, 2007 and ending July 31, 2012 ("Charter School Agreement"), and has been granted charter renewal for a period of five years by the Illinois State Board of Education; and

WHEREAS, Youth Connection recognizes that students who do not meet with success in a conventional school environment may benefit from a non-traditional approach to education; and

WHEREAS, Youth Connection and the Campus Operator recognize that a creative and innovative individualized academic curriculum, meaningful social/behavioral interventions, vocational education and career training/opportunities, and comprehensive support services have a greater potential of increasing a student's likelihood of educational success and create an enhanced ability for students to become more viable members of the larger community; and

#### AGREEMENT BETWEEN YOUTH CONNECTION CHARTER SCHOOL, INC. AND CAMPUS OPERATOR

WHEREAS, the Campus Operator submitted documentation to contract with Youth Connection, representing that it has the requisite knowledge, skill, experience, ability, and desire to meet the educational goals, objectives, and student performance standards as set forth by Youth Connection, and which are necessary to educate Youth Connection students and to operate a campus of Youth Connection; and

WHEREAS, Youth Connection and the Campus Operator are desirous of having the campus operate as a Campus Operator of Youth Connection in accordance with the terms of this Agreement and the Illinois Charter School Law.

**NOW THEREFORE**, in consideration of the foregoing, the mutual promises, covenants and undertakings set forth herein Youth Connection and the Campus Operator agree as follows:

- 1. <u>Recitals Incorporated by Reference</u>. The recitals to this Agreement are incorporated herein by reference and made a part of this Agreement.
- 2. <u>Term of Agreement.</u> This Agreement shall commence on July 1, 2011 and shall terminate on June 30, 2016, unless terminated sooner as provided herein.
- <u>Illinois State Board of Education ("ISBE") and Chicago Public Schools</u> (<u>"CPS"</u>). Youth Connection and the Campus Operator understand and agree to adopt and incorporate those modifications to the administrative process or the educational program, if any, that are recommended by the ISBE and/or CPS and agreed to by Youth Connection to effectively operate Youth Connection Charter School.
- 4. <u>The Campus Operator Application.</u> The Application submitted by the Campus Operator to Youth Connection to educate Youth Connection students, and its program description, any related schedules, affidavits, forms and other documents submitted by the Campus Operator in connection therewith are hereby incorporated into and made a part of this Agreement to the extent that such documents are not modified by or inconsistent with the terms and conditions of this Agreement.
- 5. <u>Campus Operator Agreement</u>. The Campus Operator understands and agrees that it shall function as a Campus Operator by executing this Agreement with Youth Connection. Further, the Campus Operator understands and agrees to the contents of each of the above referenced documents, the definitions and provisions contained in this Agreement, and that as a Campus Operator, it agrees to fully comply with them in operating a Youth Connection campus.

#### AGREEMENT BETWEEN YOUTH CONNECTION CHARTER SCHOOL, INC. AND CAMPUS OPERATOR

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- 6. <u>Campus Operator Conditions</u>. The Campus Operator understands and agrees to adhere to all administrative and contractual provisions, including:
  - a. Those terms and provisions required to obtain and maintain a five-year contract with Youth Connection;
  - b. Those specific responsibilities of the Campus Operator detailed in Section IV of this Agreement, "Responsibilities of the Campus Operator";

#### I. Definitions

- A. <u>Youth Connection Charter School.</u> Youth Connection Charter School is defined as that Illinois not-for-profit corporation which is an independent public school established under the Illinois Charter School Law, was approved and certified by the Illinois State Board of Education (ISBE) as a Charter School, and has entered into a Charter School Agreement with the Board of Education of the City of Chicago to operate a charter school under agreed terms and conditions.
- B. <u>Educational Services.</u> Educational Services are those curriculum, instruction, program, diagnostic and support services as defined by Youth Connection Charter School, Inc. that are required to educate Youth Connection students.
- C. <u>Off-Site Educational Facility</u>. An Off-Site Educational Facility is defined as any educational facility of an organization that the organization uses to educate Youth Connection students that is not located at Youth Connection's main office located at 10 West 35<sup>th</sup> Street, Suite 11F4-2, Chicago, IL. 60616.
- D. <u>Youth Connection Campus.</u> A Youth Connection campus is defined as an off-site educational facility that houses Youth Connection students for the purpose of educating Youth Connection students. Youth Connection, as the authorized Charter, has primary responsibility for the educational program and the delivery of the program on the campus.
- E. <u>Campus Operator</u>. A Campus Operator is defined as that organization that has entered into a five year contractual agreement with Youth Connection to educate Youth Connection students and to operate a campus of Youth Connection. The Campus Operator has indicated and demonstrated its desire to work collaboratively with Youth Connection to develop innovative approaches to education that can serve as model frameworks for the education of Youth Connection's at-risk students. The Campus Operator collaborates in the operation of the educational program and the delivery of the program on the Youth Connection campus with Youth Connection.

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- F. <u>Youth Connection Student</u>. A Youth Connection Student is defined as any student that is enrolled in Youth Connection for educational services and attends one of Youth Connection's campuses.
- G. <u>Youth Connection Student Records.</u> Youth Connection Student Records are defined as all records of any Youth Connection student acquired or developed when and while the student is enrolled at any Youth Connection campus. Youth Connection Student Records are the property of Youth Connection.
- H. <u>Governance Organization and Governance Board.</u> A governance organization is defined as that organization that is the parent organization that operates one or more organizations or programs under its control. A governance board is defined as that group of individuals that are legally responsible for the governance organization and serve as the governance organization's Board of Directors.
- I. <u>Youth Connection Compliance Team.</u> The Youth Connection Compliance Team is defined as those selected individuals on staff at Youth Connection and on staff at the campus operated by the Campus Operator that are responsible for auditing campus compliance with the compliance standards and ensuring that these standards are met.
- J. <u>Educational Employee Group</u>. The Educational Employee Group is defined as those employees hired by the Campus Operator or its parent organization to work in the Youth Connection campus to provide educational, administrative, or support services to Youth Connection students; and such definition is in alignment with Youth Connection Policies and Procedures.
- K. <u>Campus Operator Agreement</u>. A Campus Operator Agreement is defined as a five-year agreement between Youth Connection and an organization in which the organization has indicated and demonstrated its desire to work collaboratively with Youth Connection to develop innovative approaches to education that can serve as model frameworks for the education of Youth Connection's at-risk students. Youth Connection shall provide support resources to a Campus Operator to ensure maximum opportunities for innovative growth and Model development. Campus Operator Agreements are five-year terms that may be renegotiated at the end of the term.

# II. <u>Responsibilities of Youth Connection</u>

As the approved and certified Charter by the Illinois State Board of Education (ISBE), and as mandated by the Board of Education of the City of Chicago, Youth Connection is responsible for determining how it will deliver the services for the students under its auspices. As such, for each Youth Connection campus, Youth

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Connection is responsible for:

- A. Financial policies and approval of financial budgets and expenditures;
- B. Program Design Frameworks;
- C. Marketing Communications;
- D. The educational design in alignment with the Quality Schools Management;
- E. The school calendar;
- F. Policies *for* and implementation *of* the lottery process for applicants;
- G. Enrollment and funding levels per campus;
- H. The enrollment and dismissal of students;
- I. The expulsion of students;
- J. Curriculum content, content standards, student performance standards, and grading procedures;
- K. Establishing and monitoring student performance standards;
- L. Evaluating whether campuses are meeting or making reasonable progress toward meeting student performance standards;
- M. The system for awarding credit;
- N. The method and procedures for testing students using district and state mandated tests, as well as, local assessment measures;
- O. Policies and procedures regarding the education and protection of special needs students;
- P. Management of the handling and maintenance of student records in accordance with the Student Record Act;
- Q. Establishing policies regarding the discipline and implementation of due process procedures of students;
- R. How student achievement information is reported and recorded;
- S. Graduation requirements for Youth Connection students;
- T. Reporting of student achievement and other information to the public;
- U. Ensuring that the organizations contracting with Youth Connection to educate Youth Connection students meet the required qualifications and certifications of teachers;
- V. Ensuring that the organizations contracting with Youth Connection to educate Youth Connection students meet the required qualifications and certifications of non-instructional staff;
- W. Ensuring that the organizations contracting with Youth Connection to educate Youth Connection students meet the building and safety requirements of campuses;
- X. Ensuring that the organizations contracting with Youth Connection to educate Youth Connection students meet Americans with Disabilities Act (ADA) compliance requirements;
- Y. Ensuring that the organizations contracting with Youth Connection to educate Youth Connection students and operating all Youth Connection campuses meet all provisions of charter school law;
- Z. Ensuring that the organizations contracting with Youth Connection to educate Youth Connection students have personnel policies addressing terms of

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employment, hiring and separation of employment, training, and salaries.

# III. <u>Responsibilities of the Organization's Governance Board</u>

Any organization contracting with Youth Connection Charter School to educate Youth Connection students is accountable fiscally and programmatically for meeting all the contractual terms, conditions, and provisions within its contract with Youth Connection. To accomplish this, an organization must have a sufficiently developed governance structure and governance board of directors which understands and exercises stewardship in fulfilling all fiduciary and financial duties and responsibilities of its contractual agreement with YCCS.

In addition to complying with the terms, conditions, and provisions of this Agreement, the Governance Board of the Campus Operator, acting either directly or through a designated officer, agrees to:

- A. Approve the campus development plan for management, operational, and educational service standards in this Agreement;
- B. Ensure the implementation of the Youth Connection curriculum guidelines or specific curricular programs;
- C. Provide diligent and active oversight of all financial aspects of the Youth Connection campus;
- D. Understand and adhere to all applicable Federal, State of Illinois, and City of Chicago laws, statutes, codes, and ordinances, including the Illinois Charter Schools Law and those laws, terms, and provisions referenced in the Charter School Agreement between the Chicago Public School and Youth Connection Charter School;
- E. Hire, manage, and evaluate an individual to serve as the Executive dedicated to and responsible for managing and overseeing the day-to-day operations of the Youth Connection campus, and delegated by the Governance Board with such authority. The Governance Board agrees to work collaboratively with such executive to implement the policies established by Youth Connection for its campuses;
- F. Develop or maintain a written succession plan for the management of the campus if one or more of the executive managers are absent for an extended period of time or leave the campus;

- G. Ensure the fiscal and programmatic stability of the organization while contracting with Youth Connection. This may be accomplished by developing or maintaining a strategic plan for its organization (including establishing the organization's mission, assessing the organization's strengths, weaknesses, opportunities and threats, determining the organization's goals, objectives for implementation, and accompanying policies) to ensure the development and sustainability (i.e. the organization's ability to redirect, eliminate, or expand services) of the organization.
- H. Provide ongoing support of and active oversight over the academic program and performance of the Youth Connection campus;
- I. Ensure the Youth Connection assessment measures and performance standards as set forth in this Agreement are implemented and met;
- J. Ensure the required accountability measures, including but not limited to the performance of audits and the preparation of annual reports are completed and that all such required records and reports are delivered to Youth Connection as determined by this Agreement;
- K. Develop or maintain a committee of the Governance Board to hear complaints alleging any violation of the terms, conditions, and provisions of this Agreement, or of the management or operation of the Youth Connection campus, and to report such complaints and activities related to such complaints to Youth Connection immediately.

### IV. Responsibilities of the Campus Operator

A. General Responsibilities

As the Campus Operator contracting with Youth Connection to educate Youth Connection students at a Youth Connection campus, the Campus Operator agrees to:

- 1. Provide facility management;
- 2. Meet the Americans with Disabilities Act (ADA) compliance requirements for the building(s) that house the YCCS campus;
- 3. Hire, develop, and manage the Educational Employee Group that works in the Youth Connection campus. The Campus Operator understands and agrees that this Educational Employee Group is within the organization's existing structure.
- 4. Provide supplemental resources and funding for the delivery of educational operations at the Youth Connection campus.
- 5. Manage and maintain student records in accordance with the Student Record Act.
- 6. Support and maintain high standards and high student achievements.

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- 7. Conduct Teacher and Principal evaluations.
- 8. Provide a safe environment conducive to learning for students.
- 9. Adhere to all conditions of this Agreement.
- B. Specific Responsibilities as a Campus Operator

By entering into an Agreement with Youth Connection as a Campus Operator, Campus Operator agrees to collaborate with Youth Connection to develop innovative approaches to education that can serve as model frameworks for the education of Youth Connection's at-risk students.

- 1. As a Campus Operator, Campus Operator agrees to:
  - a. Identify and deliver educational services, conduct educational business, and produce materials and marketing related to the educational service representing themselves as "a campus of YCCS";
  - b. Participate in model development activities initiated by Youth Connection including, but not limited to, the codification of solution driven (data driven) educational programming and strategies, focused on high standards and high graduation rates;
  - c. Implement and codify adaptive school structures designed to close the achievement gap for Youth Connection students;
  - d. Collaborate with Youth Connection to develop strategic planning for the campus;
  - e. Participate in advisory committees such as, but not limited to, the Principal and Curriculum advisory committee;
  - f. Align campus goals consistent with YCCS mission, vision, beliefs, and values.
- 2. To Maintain its status as a Campus Operator, Campus Operator agrees to: achieve the following outcomes annually:
  - a. Meet performance standards with a GPA of 2.75 or higher OR for two (2) consecutive years demonstrate a two (2) year model development growth pattern and performance gains toward a 2.75 GPA;
  - b. Evidence that the campus has increased its implementation of the quality school indicators by at least twenty-five (25%) percent;
  - c. Engage agency and campus in ongoing and active collaborative work with YCCS.
- 3. As a Campus Operator, Youth Connection agrees to:
  - a. Provide the Campus Operator with a five-year contract, contingent upon Campus Operator's annual compliance and performance under the terms of this Agreement;
  - b. Provide the Campus Operator with support services for teaching and learning;

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- c. Provide the Campus Operator with short and long term loans when approved by the Youth Connection Board of Directors;
- d. Advocate on behalf of the Campus Operator;
- e. Provide expansion and growth opportunities for the Campus Operator;
- f. Include the Campus Operator on advisory and policy committees;
- g. Assist the Campus Operator with back-office functions for their nonprofit organization.
- 4. As a Campus Operator for Youth Connection, the Campus Operator agrees to provide Special Education and related specialized services to students with disabilities in accordance and in compliance with (1) the student's Individual Education Plan (IEP); (2) the Individuals with Disabilities Education Act (20 USC sect. 1401 et seq.); (3) the Chicago Public Schools (CPS) Board approved manual entitled "A Procedure Manual Educating Children with Disabilities in Chicago Public Schools", revised edition 2002, and as may be amended from time to time, and which is incorporated herein by reference; (4) any and all Federal Court orders applicable to children with disabilities in the Chicago Public Schools including, but not limited to, Corey H, 92 C 3409, and (5) any and all service bulletins issued by the Chicago Public Schools (CPS) Board's Office of Specialized Services.
- C. Published Frameworks and Policies

As the organization contracting with Youth Connection to educate Youth Connection students, the Campus Operator agrees to operate the Youth Connection educational program in accordance with the following published frameworks and policies:

- 1. The Youth Connection Application to the Board of Education of the City of Chicago (CPS);
- 2. The Youth Connection Charter School Agreement with the Board of Education of the City of Chicago (CPS), and all its amendments, if any;
- 3. The Strategic Plan to Improve Instruction:
  - i. Professional Development Framework
  - ii. Literacy Framework
  - iii. Numeracy Framework
  - iv. Teacher Evaluation Framework
  - v. Principal Evaluation Framework
- 4. The Essential Skills Curriculum;
- 5. Fiscal Accountability;
- 6. The Accountability Plan:
  - i. Annual student performance (Standards Bar Matrix);
  - ii. Quality School Measures;
  - iii. Annual Campus Contract Compliance Audit;
  - iv. Financial and Management Compliance Audit;

- v. Charter School and YCCS Policy Compliance;
- vi. Governance and Leadership evaluation; and
- 7. Those Youth Connection policies, procedures and administrative provisions prescribed by Youth Connection to educate Youth Connection students and to operate as a Youth Connection Campus Operator.
- D. Organization Liaison with Youth Connection
  - For each organization contracting to educate Youth Connection students, the organization agrees to provide a calendar of its local Board of Director's meetings (or its counterpart) to Youth Connection to allow Youth Connection to attend meetings to make presentations (with advanced notice to the organization) and to obtain and to provide information regarding the Youth Connection campus.
  - 2. For each organization contracting to educate Youth Connection students that operates four (4) or more of their own programs, the governance organization agrees to establish an advisory board or committee of the governance organization's Board of Directors to serve as liaison between the Youth Connection campus and the governance organization. It is recommended that the advisory board or committee include members of the campus faculty, parents, adult students or alumni. The advisory board or committee shall provide regular reports to the governance organization's Board of Directors regarding campus performance.
- E. Campus Identification

The Campus Operator agrees to identify the campus as a campus of Youth Connection on all letterhead and signage at the facility housing the Youth Connection campus.

The Campus Operator agrees to adhere to all requirements of its lease with its landlord regarding the installation, control, and maintenance of all signage on the exterior and interior of the leased space. If there are no requirements contained within its lease with its landlord, the Campus Operator understands and agrees to obtain prior permission from its landlord to install signage, and comply with all City of Chicago, government, and applicable codes and ordinances regarding signage.

All signage bearing the name and/or logo of Youth Connection Charter School must have the prior written consent of Youth Connection Executive Management. Further, the Campus Operator agrees and understands that all signage bearing the name and/or logo of Youth Connection Charter School shall be professionally prepared and installed, and all such signage on the premises shall be visible from the common areas and/or the exterior of the

building. The Campus Operator further understands and agrees that any sign, placard, picture, advertisement, name or notice bearing the name of Youth Connection Charter School shall be at the Campus Operator's expense. Youth Connection reserves the right to change from time to time the format of the signs or lettering to be consistent with any change in the marketing identifiers or logo of Youth Connection Charter School.

F. <u>Campus Performance</u>

The Campus Operator agrees to:

- 1. Establish school-based improvement teams that lead and guide the school improvement effort at its campus. The Campus Operator agrees that a Youth Connection representative shall be assigned to each team.
- 2. Provide Youth Connection staff with unimpeded access to the campus to observe classes, monitor day to day operations, provide technical assistance and audit compliance with Youth Connection policies and procedures.
- 3. Inform and consult with Youth Connection thirty (30) days prior to making changes to the education program, including policies and procedures, or instruction and curriculum changes.
- 4. Inform and consult with Youth Connection input and/or recommendations, if any, thirty (30) days prior to making changes in staffing of the educational leader.
- 5. Participate in annual evaluations to determine the Campus Operator's capacity to meet Youth Connection standards and requirements including:
  - a. The YCCS Accountability Review;
  - b. Annual Campus and Annual Student Performance Audits;
  - c. Annual Compliance Audits (including contractual and fiscal compliance, financial condition and budget, financial controls and reporting);
  - d. An annual evaluation of the Campus Operator's capacity to operate a Youth Connection campus (including classroom observations, third party Quality School Evaluations, and a Governance and Leadership Evaluation).
- 6. Make changes or modifications in the educational program as may be recommended by Youth Connection, including changes in the leadership of the campus, the instructional program, and school operations, if campus evaluations, audits, or other verified information establish that the Campus Operator's campus is operating below established standards.
- G. Free Student Services

The Campus Operator agrees to provide to Youth Connection students, free of charge, the services that it provides free of charge to the community at large.

### H. Student Activities

The Campus Operator understands and agrees that Youth Connection shall retain control over its students and its educational campus program as set forth in this Agreement. The Campus Operator further understands and agrees that all off-campus educational and student activities organized and sponsored by YCCS remain under the sole authority of YCCS. The Campus Operator further understands and agrees that the Campus Operator may not incorporate its own activities into a YCCS organized and sponsored off-campus activity without prior approval of the YCCS Board of Directors or the YCCS Executive Director.

### I. Campus Facilities

The Campus Operator agrees to provide a Youth Connection campus facility that meets health and safety standards and Americans with Disabilities Act (ADA) requirements for school buildings, or is in the process of making facility improvements that will meet Americans with Disabilities Act (ADA) requirements at the time of application.

# V. Campus Fiscal Administration

The Campus Operator agrees:

- A. That the funds it is paid to operate a Youth Connection campus are applied to Youth Connection campus educational activities only and are restricted for this purpose.
- B. To follow a strict allocation of funds towards the delivery of educational services to the Youth Connection campus it operates with:
  - 1. Limiting its administrative fees to 10%; and
  - 2. Restricting 90% of the funds to the operation of the Youth Connection campus educational services.
- C. To adhere to all fiscal requirements and accountabilities required by Youth Connection.
- D. That the Campus Operator as well as its governing body and/or parent agency maintain adequate financial capacity to serve Youth Connection students, and employ generally accepted financial practices and controls as conditions of compliance with Youth Connection;
- E. That the Campus Operator is not permitted to use Youth Connection campus funds or Youth Connection cash advances for non-Youth Connection campus or for non-educational purposes.

# VI. <u>Campus Operator Responsibilities to Youth Connection Students and</u> <u>Program Assets</u>

The Campus Operator understands and agrees that it is responsible for ensuring the health and safety of Youth Connection students while the students are engaged

in campus program instruction, for all student records, and for the physical security of program documents, and all program and office equipment.

### VII. Campus Operator Compensation and Payment

The Campus Operator understands that Youth Connection distributes funding for ADA, SGSA, and NCLB equally to all campuses based on the seat allocation for each campus. The Campus Operator further understands that the campus may accept gifts, donations, or grants pursuant to Section 27A-11(d) of the Charter School Law, provided that no such gifts, donations, or grants may be accepted if contrary to applicable law, to the terms of this Agreement, or to the terms of the Agreement between Youth Connection and the Chicago Public Schools. The Campus Operator further understands that it must comply with all applicable State and Federal laws regarding the reporting of all charitable solicitations.

As a Campus Operator, the Campus Operator understands that Youth Connection designates part of its own operating income, in addition to grants it solicits for school improvement, to foster model development among campuses participating in this model development structure.

Youth Connection and the Campus Operator agree to comply with the fiscal and financial policies and procedures applicable to organizations contracting to educate Youth Connection students. The Campus Operator agrees to adhere to the fiscal policies and procedures set forth in the Youth Connection Fiscal Policy and Procedures Manual.

### VIII. Campus Staff Certification

(See Sections 5.1.2.19 and 5.1.3.6 in the Youth Connection Policy and Procedure Manual) The Campus Operator understands and agrees that all of the Campus Operator's onsite teaching staff and supervisory personnel will be properly certified and qualified in accordance with Article 21 of the Illinois School Code, and teachers must be type 9 certified and endorsed in their subject areas. The Campus Operator shall retain and utilize sufficient staff to assure the effective and efficient operation of the Youth Connection campus. The Campus Operator agrees to cause its staff and personnel to devote such time, attention, skill, knowledge, and professional ability as is necessary to perform effectively and efficiently under this Agreement.

### IX. Criminal Background Check

(See Sections 5.1.2.11 and 6.1.6 in the Youth Connection Policy and Procedure Manual) The Campus Operator understands and agrees that a criminal background check must be completed on all the Campus Operator employees and individuals that have regular contact with Youth Connection students. The Campus Operator agrees to adhere to the policies and procedures directing this activity as set forth in the Youth Connection Policies and Procedures.

### X. Independent Contractor

It is understood and agreed that the relationship of the Campus Operator to Youth Connection is and shall continue to be that of an independent contractor. The Campus Operator understands and acknowledges that it is not owned, in whole or in part by Youth Connection, and that none of the Campus Operator's agents, employees or staff are employees of Youth Connection or shall be entitled to receive Youth Connection employee benefits. It is further understood and agreed that Youth Connection shall not be responsible for, nor incur any liability for, any state or federal withholding or other taxes or for FICA or state unemployment insurance for the Campus Operator, its agents, employees or staff, and the payment of any such taxes incurred or due by the Campus Operator shall be the sole responsibility of the Campus Operator. The Campus Operator shall provide Youth Connection with a valid taxpayer identification number as defined by the United States Internal Revenue Code. The Campus Operator agrees that neither the Campus Operator nor its staff or employees shall represent themselves as employees or agents of Youth Connection. As such, The Campus Operator understands and agrees that only the YCCS Board of Directors and the YCCS Executive Director or their appointed Youth Connection management designees have the authority to represent official YCCS policies, procedures, and positions to outside entities.

The Campus Operator acknowledges, represents and warrants that Youth Connection is not a joint employer of the Campus Operator's employees, and that the Campus Operator is solely responsible for compensating said employees, and paying all applicable employer taxes as required by law concerning said employees. The Campus Operator expressly agrees to indemnify and hold Youth Connection harmless should any Federal, State or Local governmental entity or agency, or any court of competent jurisdiction, deem the parties to be joint employers FOR ANY PURPOSE, and should Youth Connection incur any costs. legal fees, expenses or judgment OF ANY SORT OR KIND, as a result of any determination by any Federal, State or Local governmental entity or agency, or any court of competent jurisdiction, all such costs, legal fees, expenses or judgments incurred by the Youth Connection as a result of any such determination shall be paid by the Campus Operator, Sections V-IX, and Section XI of this Agreement notwithstanding, and specifically including any liability of ANY KIND OR SORT that may result to Youth Connections arising out of this Agreement, specifically including, but not limited to, Section XI hereof. Nothing stated elsewhere in this Agreement shall supersede this provision.

### XI. Pension Fund Participation

(See Section 5.1.2.17 in the Youth Connection Policy and Procedure Manual) The Campus Operator agrees to abide by the Illinois Charter School Law [105 ILCS 5/27A-10 Employees] requirements regarding participation in the Public School Teacher's Pension and Retirement Fund ("Pension Fund"), and by the

process and procedures established for obtaining and monitoring the individual employee member's contributions. The Campus Operator understands that, even though the Campus Operator employs the individual staff person, Charter School Law requires that any education, administrative, or other staff member must participate in the Pension Fund, if the individual meets the requirements of the Charter School Law regarding individuals who are certified under the law governing certification of teachers. The Campus Operator understands that Youth Connection will periodically monitor the Campus Operator's compliance with obtaining and forwarding individual employee member's contributions to the Pension Fund. The Campus Operator further agrees and understands that, as determined by applicable state law, the Pension Fund can only give waivers to such participation. If the Campus Operator secures a waiver of participation from the Pension Fund, a copy of any such waiver must be on file with Youth Connection. A copy of any such waiver must be on file with Youth Connection prior to the 1<sup>st</sup> day of instruction or prior to providing services to Youth Connection students.

# XII. Compliance With Law

(See Sections 6.1.1 through 6.1.21 in the Youth Connection Policy and Procedure Manual) The Campus Operator understands and agrees to comply with all applicable federal state, local laws, and statutes governing the provision of educational services under the Illinois Charter School Law and as defined in the Youth Connection Policies and Procedures. These laws and statutes include, <u>but are not</u> <u>limited to</u>, the following:

- A. Safety;
- B. Fire Drills;
- C. Tornado Protection Program;
- D. Health Examinations;
- E. AIDS Education;
- F. Illinois School Student Records Act;
- G. Equal Opportunity Employment and Fair Hiring;
- H. Abused and Neglected Child Reporting Act;
- I. Freedom of Information Act.

# XIII. Insurance Required

(See Section 8.1.15 in the Youth Connection Policy and Procedure Manual)

A. The Campus Operator understands and agrees that, at its own expense, it shall procure and maintain insurance, naming YCCS as an additional insured, covering all operations performed by the Campus Operator under this Agreement. Prior to October 1st of each school year, the Campus Operator shall submit to Youth Connection certificates of insurance evidencing coverage as required herein. The Campus Operator's insurance coverage shall also include Workers' Compensation and Employers' Liability insurance covering all employees with limits as defined as sufficient for the size of the Campus Operator's operations. Youth Connection must be notified at least

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thirty (30) days in advance of any non-renewal or termination of an insurance policy.

- B. The Campus Operator's failure to carry and document required insurance shall constitute a breach by the Campus Operator, and any failure by Youth Connection to request or receive proof of insurance coverage shall not constitute a waiver of the Campus Operator's obligation to obtain the required insurance.
- C. Youth Connection, at its sole discretion and without any obligation to do so, reserves the option to obtain sufficient insurance to cover all operations performed by the Campus Operator under this Agreement. Should Youth Connection choose to implement this option, the monies paid by Youth Connection to cover such expenses shall be deducted from the Campus Operator's quarterly payments.

# XIV. Indemnification/Non Liability of Youth Connection

- A. The Campus Operator agrees to defend, indemnify and hold harmless Youth Connection, its Board, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character, in connection with or arising out of the acts and omissions of the Campus Operator its officials, agents, and/or employees under this Agreement. This includes but is not limited to the unauthorized use of any trade secrets, U.S. patent or copyright infringement.
- B. The Campus Operator shall, at its own cost and expense, appear, defend, and pay all attorney fees, other costs, and expenses arising hereunder. In addition, if any judgment shall be rendered against Youth Connection in any such action, the Campus Operator shall, at its own expense satisfy and discharge same.
- C. Youth Connection shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving the Campus Operator of any of its obligations hereunder.
- D. This indemnification shall not apply to the extent that any Covered Loss results from the negligence or wrongful act or omission of any Youth Connection Indemnitee or from any act or omission of Youth Connection required by law or this Agreement.

- E. The Campus Operator expressly understands and agrees that the indemnity obligations set forth herein are separate from, and not limited by the Campus Operator's obligation to obtain insurance pursuant to this Agreement.
- F. The indemnities set forth herein shall survive the expiration or termination of this Agreement.
- G. The Campus Operator agrees that no Youth Connection Board member, employee, agent, officer, or official shall be personally charged by the Campus Operator with any liability or expense or be held personally liable to the Campus Operator.

### XV. Confidentiality

The Campus Operator, its Principal, Registrar, or its official designee shall have access to Youth Connection student records and information in providing educational services pursuant to this Agreement. The Campus Operator, its Principal, Registrar, or its official designee shall have access to Youth Connection student records and information only during each contract term. The Campus Operator understands and agrees that access to such student records and information is restricted to records located on its campus, and shall inform its Principal, Registrar, or its official designee of these restrictions.

These records and information contained therein are confidential and the Campus Operator agrees not to use or disclose to any third party, except in the performance of services pursuant to this Agreement, any such information regarding Youth Connection student records and information. The Campus Operator agrees to maintain the confidentiality of such records and information in accordance with applicable federal and state laws and regulations. The Campus Operator further agrees to cause its staff to undertake the same obligations of confidentiality. This provision shall survive termination of this Agreement.

### XVI. Campus Operator Default and Youth Connection Remedies

The Campus Operator acknowledges that in the event the Campus Operator breaches any provision contained in this Agreement, Youth Connection's interests may be irreparably injured, the full extent of Youth Connection's damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. The Campus Operator agrees that Youth Connection will be entitled to enforce this Agreement by an injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy available by law.

### A. Events of Default

Events of Default of this under this Agreement include, but are not limited to, the following:

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- 1. Any material misrepresentation by the Campus Operator in the inducement of this Agreement or the operation of the campus program;
- 2. Any breach or default by the campus as defined in:
  - a. The Campus Accountability Plan -- Section on Low Campus Performance;
  - b. The YCCS Policy and Procedures Manual Section on Vendor Noncompliance;
  - c. The YCCS Fiscal Policy and Procedures for Campuses;
- 3. Breach of any agreement, representation or warranty made by the Campus Operator in this Agreement;
- 4. Failure of the Campus Operator to perform in accordance with or comply with the terms and conditions of this Agreement; and
- 5. Bankruptcy, insolvency, or inability of the Campus Operator or its parent organization, if any, to meet its financial obligations, or evidence that the Campus Operator or its parent organization, if any, has fraudulently or inappropriately used public funds/monies;
- 6. Assignment by the Campus Operator for the benefit of creditors or consent by the Campus Operator to the appointment of a trustee or receiver or the filing by or against the Campus Operator of any petition or proceeding under any bankruptcy, insolvency or similar law.
- B. Due Process Procedures

The Campus Operator understands and agrees that breach/default of the terms of this Agreement must be remedied/cured within ten (10) calendar days of written notice from Youth Connection. Unless such violation warrants immediate termination, without a cure period as described herein, the Campus Operator must provide written documentation evidencing that the violation(s) have been remedied to the satisfaction of the Youth Connection Board of Directors. At the discretion of the Youth Connection Board of Directors, a meeting with the Campus Operator may be requested, in addition to the written documentation.

C. Youth Connection Remedies

In the event the Campus Operator defaults under this Agreement, and such default is not cured within ten (10) calendar days of written notice from Youth Connection, the following actions may be taken by Youth Connection:

1. This Agreement may be terminated immediately. If, however, said default is due to the insolvency, bankruptcy, inability of the Campus Operator or its parent organization, if any, to meet its financial obligations, or due to

evidence that the Campus Operator or its parent organization, if any, has fraudulently or inappropriately used public funds/monies; Youth Connection may terminate this Agreement immediately upon written notice to the Campus Operator without regard to the ten (10) day cure period;

- 2. Any amount due under this Agreement may be offset against amounts claimed due Youth Connection;
- 3. The remedies herein are not intended to be exclusive and Youth Connection may pursue all other remedies available at law or equity.

# XVII. Termination of Agreement

This Agreement may be terminated if:

- 1. The Campus Operator or its parent organization, if any, becomes insolvent, bankrupt, or unable to meet its financial obligations, or there is evidence that the Campus Operator or its parent organization, if any, has fraudulently or inappropriately used public funds/monies;
- 2. The Campus Operator defaults under the terms of this Agreement, and such default is not cured within ten (10) calendar days of written notice from Youth Connection;
- The Youth Connection Board of Directors determines that operational, fiscal, or unforeseen circumstances exist that warrant termination of this Agreement. Should such an event occur, the Youth Connection Board of Directors shall provide the Campus Operator with a minimum of thirty (30) days written notice of the termination;
- 4. The Campus Operator or its parent organization determines that operational, fiscal, or unforeseen circumstances exist that warrant termination of this Agreement. Should such an event occur, the Campus Operator shall provide the Youth Connection Board of Directors with a minimum of thirty (30) days written notice of the termination.

# XVIII. <u>Representations and Warranties of Campus Operator</u>

The Campus Operator represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the term of this Agreement.

A. The Campus Operator is and shall remain in compliance with all local, state, and federal laws, ordinances, regulations, and statutes relating to this Agreement.

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- B. No payment, gratuity, or offer of employment was made to the Campus Operator in relation to this Agreement or as an inducement for award of this Agreement. The Campus Operator is and shall remain in compliance with all applicable anti-kickback laws and regulations.
- C. No officer, agent or employee of Youth Connection is or will be employed by the Campus Operator or has or will have a financial interest, directly or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Ethics Policy No. 9S-0927-RU3 adopted September 27, 1995 and amended March 27, 1996, 96-0327-P07, which is hereby incorporated by reference into and made a part of this Agreement.
- D. The Campus Operator represents and warrants that at the time of the signing of this Agreement, and for the duration of the term of this Agreement, the Campus Operator, and the Campus Operator's parent organization, if any, is and shall remain in Good Standing with the State of Illinois. Further, the Campus Operator represents and warrants that at the time of the signing of this Agreement, and for the duration of the term of this Agreement, the Campus Operator, and the Campus Operator's parent organization, if any, is current with all applicable annual reports, other reports and required submissions, and fees due to the Illinois Secretary of State and other governmental bodies.
- E. The Campus Operator represents and warrants that at the time of the signing of this Agreement, the registered agent and the list of its Board of Directors and for its parent organization, if any, is current and has been submitted to Youth Connection, and that any changes to such shall be reported immediately to Youth Connection.
- F. The Campus Operator represents and warrants that it, or its parent organization, if any, is not currently engaged in or in anticipation of any lawsuits that have not been disclosed to Youth Connection.
- G. The Campus Operator represents and warrants that it, or its parent organization, if any, does not have and does not anticipate any liens or encumbrances that will interfere with or draw upon the resources of the Youth Connection campus.
- H. The Campus Operator has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of the Campus Operator is authorized by the Campus Operator and has been made with complete and full authority to commit the Campus Operator

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to all terms and conditions of this Agreement, which shall constitute valid, binding obligations of the Campus Operator.

- The Campus Operator shall promptly notify Youth Connection within thirty (30) days of any material change in information set forth therein, including but not limited to change in ownership or control.
- J. The Campus Operator understands and agrees that there can be only one form of categorical aid such as ADA, SGSA, or NCLB applied to any Youth Connection student. The Campus Operator can provide any non-categorical assistance as supplemental educational service or programming.
- K. The Campus Operator certifies that students not enrolled with Youth Connection are not counted as Youth Connection students.
- L. The Campus Operator understands and agrees that in regard to the use of public monies/funds, it will adhere to all applicable Federal, State of Illinois, and City of Chicago laws, statutes, codes, and ordinances, including the Illinois Charter Schools Law and those laws, terms, and provisions referenced in the Charter School Agreement between the Chicago Public School and Youth Connection Charter School.
- M. The Campus Operator understands and agrees that it has a facility that meets Youth Connection, State of Illinois, and the City of Chicago requirements for student health, safety, and Americans with Disabilities Act (ADA).
- N. The Campus Operator understands and agrees that Youth Connection has the right to conduct a site inspection of the campus site under the terms of this Agreement and it shall be an inspection acceptable to Youth Connection.
- O. The Campus Operator understands and agrees that all requested forms and documentation must be provided and acceptable to Youth Connection.

# XIX. Youth Connection Contracting Options

Youth Connection reserves the right/has the option not to contract with an organization that operates a Chicago Public School Charter School, Contract School, or Performance School that has a similar mission or serves the same population as Youth Connection. This restriction is waived for any vendor that operates a Chicago Public School Charter School, Alternative Charter School, Contract Schools, or Performance School as of the Effective Date of this Agreement, July 1, 2010.

## XX. <u>Ownership of Materials Related to Services Provided to Youth</u> <u>Connection</u>

- A. The Campus Operator understands and agrees that all documents produced reflecting the operations of educational services, internal and external, and in compliance and alignment with the Chicago Board of Education and Youth Connection shall be represented as products of a "Youth Connection campus".
- B. The Campus Operator further understands and agrees that all content. documents, software, graphics, pictures, documents, licenses, designs, products, services, instructional design, processes, and materials developed by Youth Connection (collectively referred to as "Works") made available to the Campus Operator by Youth Connection pursuant to this Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. The Campus Operator acknowledges and agrees that it has no intellectual property interest or claims in the Youth Connection Works and has no rights to make any use of such Works except as expressly granted herein. Except as expressly authorized in writing by an officer of Youth Connection, the Campus Operator agrees not to sell, license, sub-license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any of the Works. The Campus Operator will not act or permit any action that would impair any of Youth Connection's rights in the Works.

### XXI. General Provisions

A. Governing Law

The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

B. Entirety of Agreement

This Agreement, including all exhibits and referenced documents, constitutes the entire agreement between the parties with respect to the matters contained herein. Any prior agreements or representations, either written or oral relating to the subject matter of this Agreement not expressly set forth in this Agreement, are of no force or effect.

C. Severability

In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be deemed modified to the extent

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necessary to render it enforceable, preserving to the fullest extent permissible the intent of the Parties set forth herein.

D. Assignment

This Agreement may not be assigned or delegated by the Campus Operator under any circumstances. This Agreement shall be binding on the parties and their respective successors and assigns.

E. Amendments

No modification or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto.

F. Waiver

No delay or omission by Youth Connection to exercise any right hereunder shall be construed as a waiver of any such right and Youth Connection reserves the right to exercise any such right from time to time as often as may be deemed expedient.

G. Notices

All notices, demands, or requests from one party to the other party to this Agreement 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, prepaid postage, to the parties at the addresses set forth below.

# **IF TO YOUTH CONNECTION:**

Youth Connection Charter School 10 West 35<sup>th</sup> Street, Suite 11F4-2 Chicago, Illinois 60616 Attn: Sheila Venson, Executive Director

IF TO CAMPUS OPERATOR:

Attn:

# With copy to:

 H. <u>Agreement Binding on Campus Operator and all parent, affiliate, or</u> <u>subsidiaries thereof.</u> Youth Connection and the Campus Operator are the parties to this

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Agreement. However, for the purposes of ensuring the rights and protections granted Youth Connection by this Agreement, the Campus Operator agrees that those rights and protections are binding upon the Campus Operator, and any of their parent, affiliate, or subsidiary entities.

I. Authority

The Parties hereby represent to one another that they have full power and authority to enter into this Agreement and carry out their respective obligations. All Parties further represent that: (a) all necessary action by each Party has been duly taken to authorize the execution and delivery of this Agreement; and (b) that this Agreement has been duly executed and delivered.

In Witness Whereof, Youth Connection and Campus Operator have executed this Agreement as of the date written above.

YOUTH CONNECTION CHARTER SCHOOL	CAMPUS OPERATOR
By:	By:
Title:	Title:
By:	By:
Title: Youth Connection Board of Directors	Title: Governance Board
Attest: By: Secretary	Attest: By: Secretary
Date:	Date: