Appendix A



RENEWAL APPLICATION COVER SHEET

Name of School: Paul Public Charter School

Point person for renewal process: Jami D.H. Dunham

Certification Statement:

I, <u>Sterling Ward</u>, certify that the information submitted in this charter renewal application is accurate to the best of my knowledge and that this application has been reviewed by the school's Board of Trustees.

I also certify that the school has submitted the most current version of the school's articles of incorporation and bylaws to Epicenter as part of its renewal application.

Authorized Signature:

Must be a member of the Board of Trustees

Print Name: Sterling Ward Date: November 21, 2014



CHARTER RENEWAL APPLICATION TABLE OF CONTENTS

I.	Renewal Application Cover Sheet	1
II.	Review of Charter Performance	3
	a. Fulfillment of Charter Goals	3
	b. Fulfillment of Students Academic Achievement Expectations	6
	c. Compliance with Charter and Applicable Laws (optional)	20
	d. Fiscal Management and Economic Viability (optional)	20
III.	Appendices	
	a. Articles of Incorporation	21
	b. Bylaws	33



II. Review of Charter Performance

A. Fulfillment of Charter Goals

The mission of Paul Public Charter School is to educate our students and to develop in them the capacity to be responsible citizens, independent thinkers, and leaders. Founded in 2000 and located in Northwest Washington, DC, Paul Public Charter School serves students in the middle and high school grades and is the home of the "M.E.R.I.T. Scholars" (*Motivated, Educated, Responsible, Independent Thinker*). Beginning in the middle grades, MERIT Scholars experience a rigorous, college preparatory curriculum, coupled with arts and athletic opportunities to develop a firm foundation to eventually enter Paul International High School.

To achieve our mission at Paul Public Charter School, we strive to accomplish the following goals, initially identified in our original charter application:

- Offer a rigorous academic curriculum
- Encourage an appreciation of the Arts and participation in Athletics through curricular integration and an enriching Extended Day program
- Raise an awareness for community and global issues
- Encourage a cooperative and collaborative work ethic
- Foster a desire for life-long learning, engagement and positive leadership
- Ensure that our scholars graduate from high school and college and are globally competent

The philosophy of Paul Public Charter School embodies the belief that *all children can learn* and benefit from our "Triple A Program," offering high-quality **Academics**, **Arts**, and **Athletics** delivered within the context of a nurturing and structured school environment. The middle and high school years are among the most crucial in a child's development, because it is then that the student generally chooses the directions, both academically and socially, that will influence the balance of his or her life. We provide each student with the wide-ranging opportunities and challenging experiences intended to expand each scholar's world, a vast offering of academic and extra-curricular activities designed to increase each scholar's knowledge, and leadership opportunities which will equip our scholars to take an active role in a global society.

Our core values reflect the beliefs of the Paul Public Charter School community, which set the tone for a positive school culture. Our core values and beliefs are:

- *Community:* Creating a welcoming, nurturing and orderly environment to provide an opportunity for all students, faculty and staff, board members, parents, and volunteers to perform at optimal levels.
- *Diversity:* Recognizing that each student must be provided with an individual plan for success and that diversity can strengthen the school community.
- *Achievement:* High quality teaching is a priority and must be coupled with relevant, rigorous, authentic, and aligned curriculum to ensure high student achievement.
- Addressing the needs of the whole child: Academics, Athletics and Arts are addressed during the school day to ensure the successful growth and development of well-rounded leaders and responsible citizens.
- *Collaboration:* Collaboration amongst stakeholders is an essential strategy for school improvement.
- *Responsibility:* All faculty and staff members are responsible for the academic and social growth of students.



Paul Public Charter School provides a structured and nurturing environment, through an extensive character education model, individualized course placement, and an array of support services. A myriad of after school activities and clubs allow students to explore hobbies and interests, including athletics, mentoring organizations, music and dance, media and technology, visual arts, and more. Paul Public Charter School has high expectations and believes that success in the middle and high school years is realized by providing a rigorous academic program, a deliberate exposure to the arts and athletics, and an emphasis on character development and leadership.

Paul's "Triple A Program: Academics, Arts, and Athletics" is the comprehensive framework upon which the school aims to meet the needs of all learners. The following paragraphs summarize the School's "Triple A Program."

Paul offers an extensive liberal arts curriculum to all middle and high school students that is designed to meet the needs of every student. This balanced curriculum incorporates English, Mathematics, Science and Social Studies as the core courses that are supplemented with a world language, technology and arts electives. Academic highlights include:

- Technology and arts integrated into core curriculum
- Multiple world language offerings
- Low teacher to student ratio
- Project-based learning and instruction
- Individualized student plans that include advanced/intervention courses

To support the transition to middle school in the sixth grade, Paul provides a nurturing and supportive structure for its youngest scholars, coined "Paul Prep." The sixth grade teaching team develops grade-level appropriate incentives and activities to make scholars' sixth grade year more successful, while intensely addressing academic deficiencies. Paul Prep motivates, supports, and encourages scholars to begin middle school and thrive immediately. Seventh and eighth graders take an additional core course and have an opportunity to exercise more independence and empowerment. After the middle school grades, Paul scholars matriculate and flourish in our Cecile R. Middleton Ninth Grade Academy, the freshmen component of the Paul International High School, where they begin to delve into the global issues that impact their lives and their communities. High school students develop global competencies through a global studies course scheme, community service and leadership opportunities, study abroad and international travel, and through completion of a culminating capstone project. Through this focus, scholars learn to think critically so that they can compete and thrive in college and beyond.

Paul Public Charter School offers a variety of artistic outlets for our students. MERIT Scholars are able to grow independently through the arts and develop confidence that translates into other courses. Such offerings include: visual art, concert band, dance and drama, theatre arts, multimedia and technology courses, school-wide art showcases, annual musicals, and vocal music performances. Our scholars connect core content to the arts on a daily basis, as well as develop specialized arts skills in arts courses. Through community partnerships, scholars are exposed to real-life experiences in the respective arts industries.

The School focuses on educating the whole student by teaching students how to remain fit



and healthy in their daily routines. Paul Public Charter School offers many different sports programs during the day and after school. Components of the Athletic Program include: intramural sports, basketball, soccer, track and field, cheerleading, football, baseball and softball, swimming, lacrosse, and so much more. In addition, physical education and health courses are offered during the day as electives. The coaches that support our student-athletes receive training from the Positive Coaching Alliance and foster sportsmanship, character, work ethic, and team effort. Former Paul student-athletes have become high school, college, and professional athletes. More importantly, our student-athletes have learned valuable life lessons by being a part of the Paul Athletic Program.

Paul Public Charter School developed the following strategic framework in 2012, complete with five-year organizational goals. Each year, the School develops goals and targets that align to the strategic goals:

CRITICAL AREA OF ENGAGEMENT	GOAL(S)/ OUTCOME(S)	STRATEGIES		
	By 2017, Paul will provide a college- preparatory program for grades 6-12 with a focus on global awareness and engagement.	 Develop a comprehensive and rigorous liberal arts curriculum Develop specific partnerships that enhance college-preparatory opportunities for scholars Identify, document and use global awareness competencies throughout all levels of instruction 		
School Model	By 2017, 100% of scholars will meet mission-specific goals that are aligned to the school's mission and signature Triple A Program.	 Develop milestones for Academics, Athletics and Arts in the Triple A Program Scaffold mission-specific goals for each grade level Develop and implement a comprehensive plan for improving school culture and character development program 		
	By 2017, 100% of scholars will meet the school-wide academic goals, as measured by internal assessments and state-wide assessments.	 Create and implement individualized student schedules/plans Increase teacher effectiveness Ensure that all decisions are data-driven 		
Student Achievement	By 2017, 100% of all graduating seniors will be accepted into accredited two or four year colleges/universities.	 Develop strategic partnerships with universities, corporations, local businesses, and local government Create a college-preparatory program that is modeled on best practice (i.e., technology integration, rigorous curriculum, advanced placement courses) Design supports for students and families 		



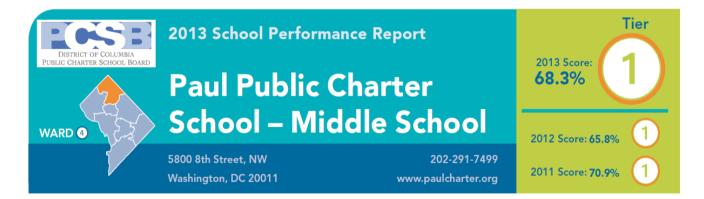
		to assist in college readiness		
Board Engagement	 By 2017, the Board of Directors will increase effectiveness in the following areas: fundraising academic oversight governance 	 Increase fundraising and friend-raising Develop a robust committee structure Conduct annual board self-assessment Develop a Board action plan in response t areas of needed development documented in the board self-assessment to ensure continuous improvement in Board practices 		
Engagement	By 2017, 100% of board members will fulfill the board member agreements.	 Develop comprehensive board orientation and training Develop an accountability system to ensure that Board members are fulfilling their agreement Develop a system to ensure that Board members are given the support they need in order to fulfill their agreement 		
	By 2017, Paul's annual budget will include an excess of at least \$100K.	 Enroll at least 10 additional students each year Increase funds raised in the Annual Giving Campaign 		
Fiscal Accountability	By 2017, Paul will have developed and implemented a new ten- year Capital Improvement Plan funded predominantly by the facilities allotment and facilities grants.	 Revise the current Capital Improvement Plan Implement all aspects of the revised Capital Improvement Plan Submit proposals to appropriate funders to support improvements to facilities 		
Development	By 2017, the school will have raised requisite funds annually in support of the school's expansion and development needs in furtherance of the business model (*does not include per pupil allocation).	 Develop corporate sponsorships Secure government and foundation grants Increase individual gifts (Annual Gala, Annual Giving from Board/Staff/Parents/Community) Increase visibility Increase and diversify partnerships Strengthen the internal fund-raising capacity 		
	By 2017, Paul will raise the requisite funds through a Capital Campaign to provide financial support for Paul's campus.	 Develop corporate sponsorships Secure government and foundation grants Increase individual gifts (Annual Gala, Annual Giving from Board/Staff/Parents/Community) Increase and diversify partnerships Strengthen the internal fund-raising capacity 		



Like most charters founded in the early years of the charter movement in DC, Paul Public Charter School adopted goals that were not easily quantifiable, making it difficult to measure overall success. Though the original goals in the initial section of this application continue to provide context for the leaders as they develop the school's annual goals, in the fall of 2013, Paul Public Charter School adopted the Performance Management Framework (PMF) goals as the School's Corporation goals and academic achievement expectations. As stated in the charter agreement, the School shall only be evaluated on the middle school PMF, as the School opened the high school with grades 9 and 10 during the 2013-2014 school year.

The middle school has met the conditions set in the charter agreement, whereas, the School has demonstrated annual improvement (SY 11-12 to SY 12-13) and has received a PMF score of 45% or more in years preceding the renewal assessment. The following details the overall PMF score for the middle school in years preceding the renewal assessment:

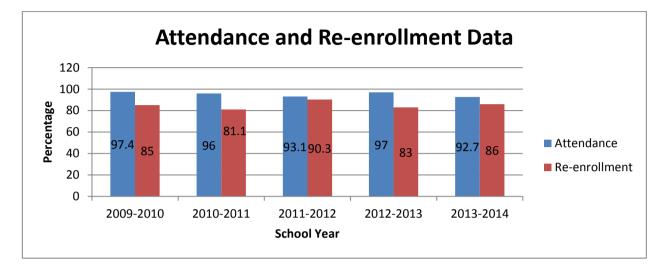
School Year	Total PMF Score	Tier Ranking
2010-2011	70.9%	1
2011-2012	65.8%	1
2012-2013	68.3%	1
2013-2014	n/a	n/a



To date, the middle school has not received a PMF score for the 2013-2014 school year, based on the preliminary decision by The Office of the State Superintendent of Education (OSSE) to invalidate middle school scores because of an isolated, procedural testing violation during the administration of the DC CAS in 2014. No findings of cheating or academic fraud have been made by The Office of the State Superintendent of Education in connection with these violations; however OSSE did not calculate the middle school's median growth percentile (MGP). The middle school did receive the raw data and individual student scores, which are shared in the next section of this application.

In response to this violation, Paul Public Charter School has conducted two formal investigations (one led by OSSE, one led by an external firm hired by the School), revised interim testing administration practices, adopted a Speak Up policy to provide a mechanism for staff to anonymously report an unethical, immoral, etc. issues, and has developed a sub-committee to specifically monitor the testing integrity policies and practices aligned to the Test Integrity Act.





Two of the indicators on the PMF are attendance and re-enrollment. The following graph summarizes the School's five year data in those two categories:

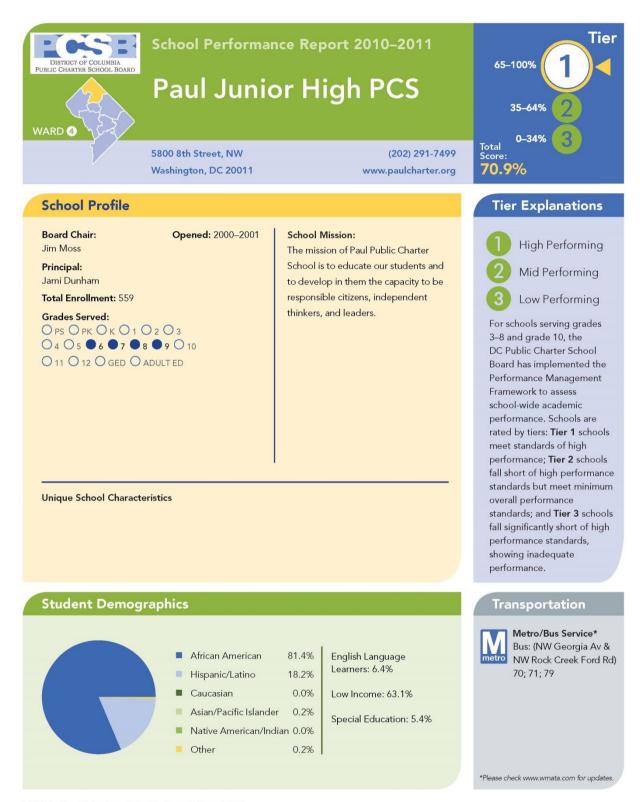
Paul's average attendance rate over the past five years is 95.2%. Paul's average reenrollment rate over the past five years is 85.1%. Both indicators have been important for the School to monitor progress over the past five years. The DCPS average in-seat attendance in 2013-2014 was 88.5%. Knowing that attendance is an indicator of student success, Paul Public Charter School continues to set attendance goals as a strategy for improving the overall school program.

B. Fulfillment of Student Academic Achievement Expectations

During the first ten years of the School's charter life, the School set internal academic goals, measured by assessments including the Gates MacGinite Reading Test, Slosson math assessment, Woodcock Johnson assessment, and teacher created Core Standards Assessments. Generally during the School's first decade, the School met most of its academic goals. The School successfully renewed its charter during the five and ten year renewal periods, demonstrating appropriate academic growth based on the assessments mentioned above.

As stated in section A of this application, in 2013 Paul Public Charter School adopted the Performance Management Framework (PMF) goals as the School's Corporation goals and academic achievement expectations. The School's PMF report cards are below, which detail the School's performance for three consecutive school years preceding the charter renewal evaluation.





DC Public Charter School Board School Performance Report © 2011



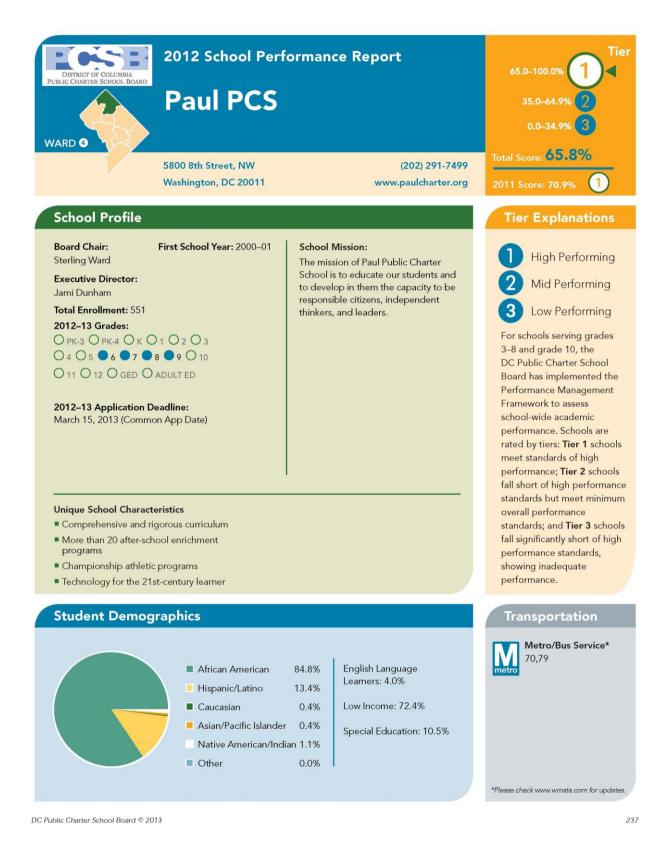
Paul Junior High PCS School Performance Report 2010-2011

KEY Grades measured: 6–8	0 Floor	Score Goal	100	Points Earned Points Possible	Percent of Possible Points	
Student Progress (40 points): Academic improvement over time						
Growth on DC-CAS Reading over time	0 30	<mark>59.4</mark> 70	100	14.7 20.0	73.4%	
Growth on DC-CAS Mathematics over time	0 30	55.3 70	100	<u>12.6</u> 20.0	63.1%	
Student Achievement (25 points): Meeting or	exceeding academic :	standards				
DC-CAS Reading Proficient and Advanced	0 25	64.6	100	5.28 10.0	52.8%	
Advanced only	13.1 0 25		100	1.31 2.5	52.6%	
DC-CAS Mathematics Proficient and Advanced	0 18	72.6	100	$\frac{6.66}{10.0}$	66.6%	
Advanced only	14.0 0 25		100	$\frac{1.40}{2.5}$	56.1%	
Gateway (15 points): Outcomes in key subjects	that predict future e	ducational success	1			
Proficient and Advanced 8th grade Mathematics	0 22	81	100	<u>11.4</u> 15.0	75.9%	
Leading Indicators (20 points): Predictors of future student progress and achievement						
Attendance	0	8	96.5 5 95 100	<u>10.0</u> 10.0	100.0%	
Re-enrollment in this school	0	81.1 55	90 100	7.5 10.0	75.0%	
TOTAL SCORE		TIER	0	70.9 100.0	70.9%	

For a more detailed explanation of the indicators, see our user guide.

DC Public Charter School Board School Performance Report © 2011







Paul PCS

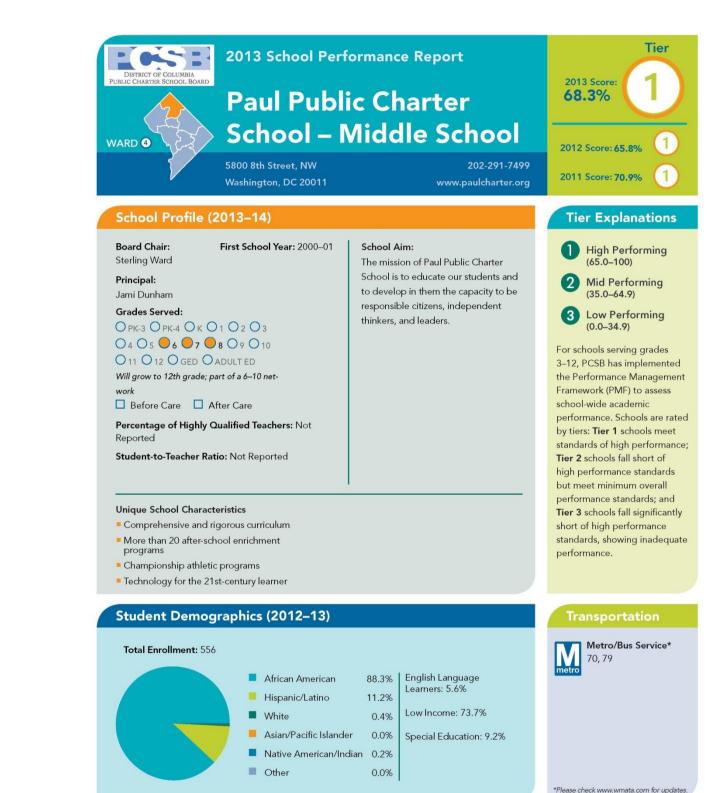
2012 School Performance Report

KE Grades measured: 6–8	0 Floor	Score Goal	100	Points Earned Points Possible	Percent of Possible Points
Student Progress (40 points): Academic impre	ovement over time				
Growth on DC-CAS Reading over time	0 30	58.1	100	<u>14.1</u> 20.0	70.3%
Growth on DC-CAS Mathematics over time	0 30	55.1	100	$\frac{12.6}{20.0}$	62.8%
Student Achievement (25 points): Meeting or	exceeding academic	standards			
DC-CAS Reading Proficient and Advanced	0 28	60.0	100	$\frac{4.5}{10.0}$	44.8%
Advanced only	10.0 0 25		100	$\frac{1.0}{2.5}$	40.0%
DC-CAS Mathematics Proficient and Advanced	0 24	68.0	100	5.8 10.0	58.1%
Advanced only	10.0 0 25		100	$\frac{1.0}{2.5}$	40.0%
Gateway (15 points): Outcomes in key subject	ts that predict future (educational success			
Proficient and Advanced 8th grade Mathematics	0 22	67.9	100	8.9 15.0	59.0%
Leading Indicators (20 points): Predictors of future student progress and achievement					
Attendance	0	8	93.1 5 95 100	<u>8.1</u> 10.0	81.0%
Re-enrollment in this school	0	57	90.3 90 100	<u>10.0</u> 10.0	100.0%
TOTAL SCORE		TIER	1	<u>65.8</u> 100.0	65.8%

For a more detailed explanation of the indicators, see our user guide.

DC Public Charter School Board © 2013





DC Public Charter School Board School Performance Report © 2013



Paul Public Charter School – Middle School

2013 School Performance Report

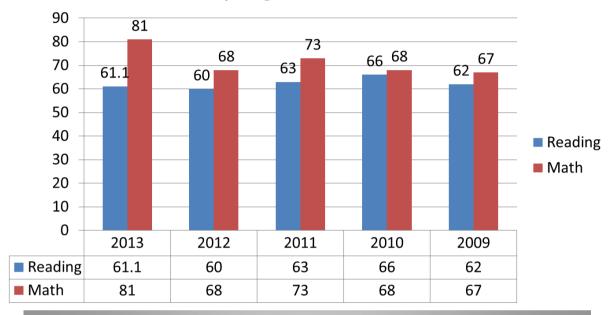
^{2012–13} KE Grades measured: 6–9	EY	Score Goal 100	Points Earned Points Possible	Percent of Possible Points	
Student Progress (40 points): Academic impr	rovement over time				
Growth on DC-CAS Reading over time	0 30.0	52.8 70.0 100	<u>11.3</u> 20.0	56.5%	
Growth on DC-CAS Mathematics over time	0 30.0	53.5 70.0 100	<u>11.8</u> 20.0	59.0%	
Student Achievement (25 points): Meeting o	or exceeding academ	iic standards			
DC-CAS Reading Proficient and Advanced	0 28.9	61.2	$\frac{4.5}{10.0}$	45.0%	
Advanced only	13.4 0 25.0	100	$\frac{1.3}{2.5}$	52.0%	
DC-CAS Mathematics Proficient and Advanced	0 30.5	80.9	7.3 10.0	73.0%	
Advanced only	0 25.0	100	$\frac{2.0}{2.5}$	80.0%	
Gateway (15 points): Outcomes in key subjec	ts that predict futur	e educational success			
Proficient and Advanced 8th grade Mathematics	0 29.2	87.7 100	<u>12.4</u> 15.0	82.7%	
Leading Indicators (20 points): Predictors of future student progress and achievement					
Attendance	0	97.2 85.0 95.0	<u>10.0</u> 10.0	100.0%	
Re-enrollment in this school	0	83.0 60.0 90.0100	<u>7.7</u> 10.0	77.0%	
TOTAL SCORE		TIER 1	68.3 100.0	68.3%	

For a more detailed explanation of the indicators, see our user guide.

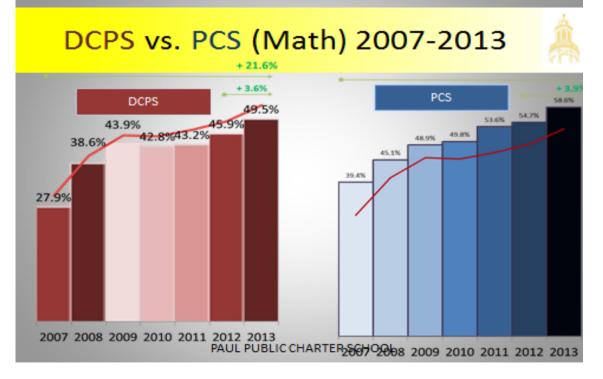
DC Public Charter School Board School Performance Report © 2013



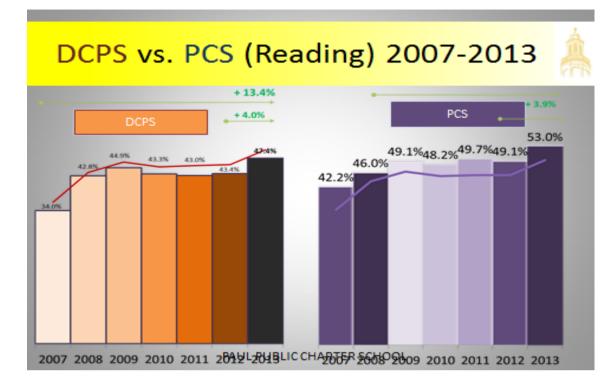
The School has consistently outperformed the DCPS average, state average, and charter sector average on the DC-CAS. The following graphs represent the middle school performance on the DC-CAS from SY 2009-2013 and the sector growth (DCPS v. public charter schools) during the same time period:



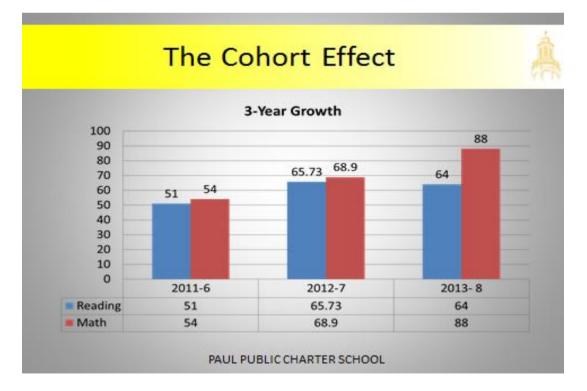
5-year growth Paul PCS







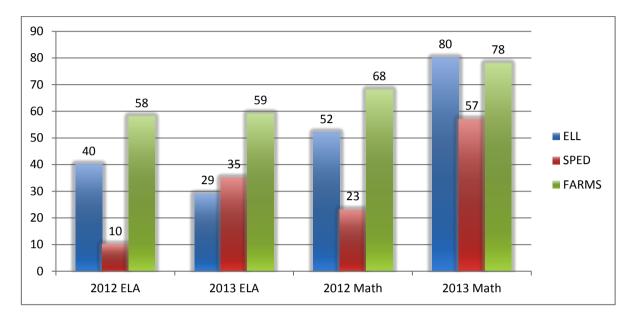
Moreover, Paul's cohort data indicates that students grow stronger academically as they matriculate, most notably in math:



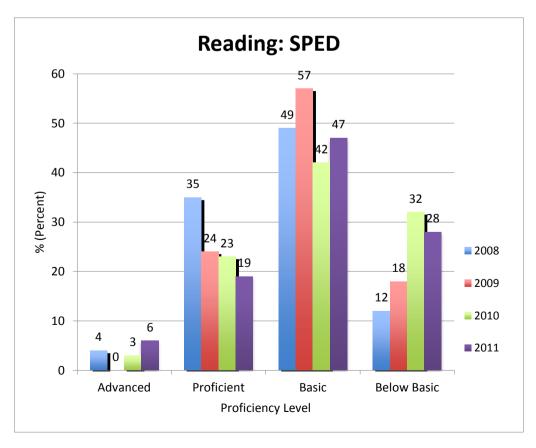
The following table details the middle school data for SY 2011-2012 and 2012-2013 for special populations, including English Language Learners, special needs students, and students who qualify for free/reduced meals. The School has experienced gains between some academic school years, but there have been school years with declines as well. The



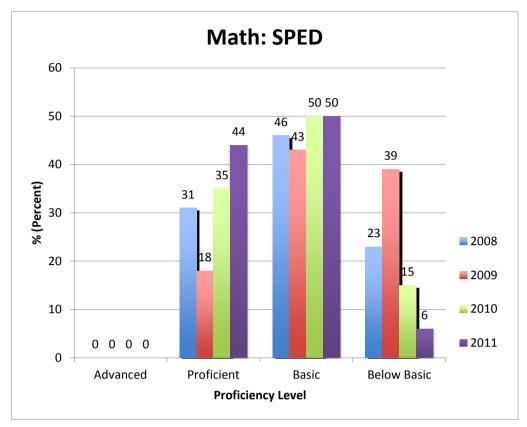
School continues to focus on those special populations and has dedicated resources to ensure that students in the identified special populations are supported appropriately to make academic gains.

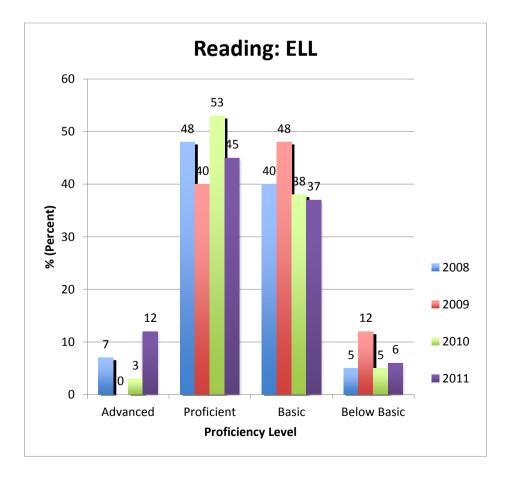


The following graphs detail the student growth in special populations from SY 2008-2011, providing the PUBLIC CHARTER SCHOOLB with an historical context for how the School has performed:

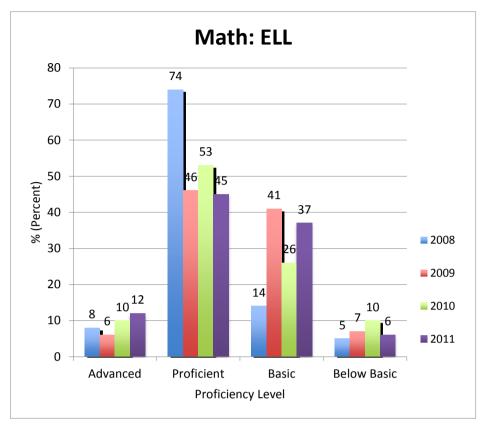


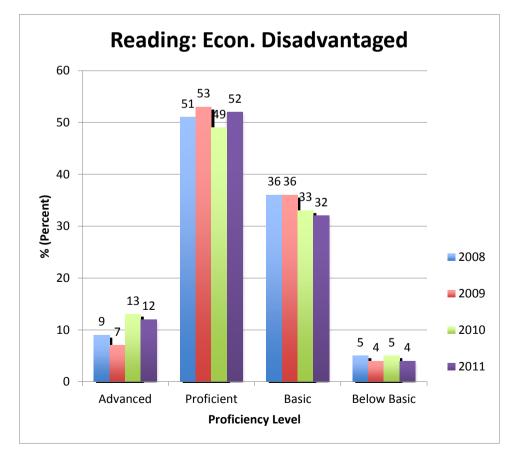




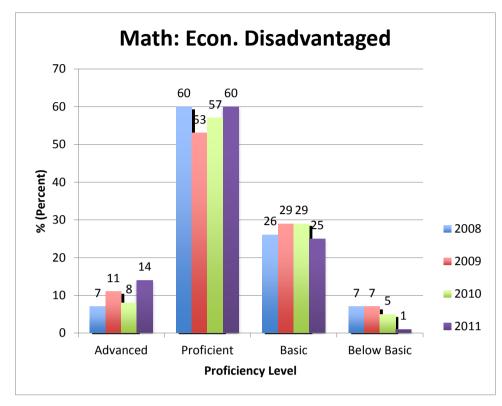












The following table summarizes the School's 2014 DC-CAS results:

Content Area	Paul PUBLIC CHARTER SCHOOL	DCPS
Middle School Math	68%	51%
Middle School Reading	49%	47.7%
8 th grade Science	44%	43%
7 th grade Composition	68%	48%
10 th grade Math	44%	48%
10 th grade Reading	50.5%	48.7%

The School saw the most gains in the following categories:

- State-wide assessment: advanced students
- State-wide assessment: composition/writing
- 6th grade math proficiency (75%--7% gain from 2013)
- 6th to 7th grade cohort effect in Reading (4% gain)
- Maximizing instructional time
- Development: total giving and contributions

Although the overall DC-CAS performance in the middle school dropped from 2013 to 2014, the school continues to outperform the DCPS sector. The school also generally



outperforms the state average. Other highlights in the school's 2014 data include:

- The school's attendance rate for 2013-2014 was 92.7% overall.
- 90% of high school students in honors classes were proficient/advanced in both reading and math.
- 57% of high school ELL students were proficient in math, compared to the state average of 49%.

Based on the 2013-2014 data, the school has taken many lessons learned from the school year. Having been a Tier 1 school for the first three years of the PMF, Paul PUBLIC CHARTER SCHOOL has a solid foundation. The past school year included many challenges, and the leadership has focused on tuning and tweaking systems to garner student outcomes that move the School back into Tier 1 status. While growing the high school grades, Paul Public Charter School is committed to improving the overall academic program in all grades during the 2014-2015 school year and beyond.

C. Compliance with Charter and Applicable Laws (optional)

Paul Public Charter School is in compliance with its charter and applicable laws. The School's annual compliance reports have been favorable, as the school has routinely met the requirements set forth by the PCSB. Any non-compliance issues that have arisen in the past have been addressed by the School. Upon conducting the charter renewal evaluation the PCSB will find that the School has been in compliance throughout the duration of its charter. The School is fully committed to maintaining full compliance in the future.

D. Fiscal Management and Economic Viability (optional)

The School has adhered to accounting principles and has had no fiscal mismanagement. Upon review of documentation, including audited financial statements, the PCSB will find that the School is fiscally healthy.



Appendix I: Articles of Incorporation



GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS

200229



CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia NonProfit Corporation Act have been complied with and accordingly, this CERTIFICATE OF INCORPORATION is hereby issued to:

PAUL JUNIOR HIGH PUBLIC CHARTER SCHOOL

3

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of the 19th day of January, 2000.

.....

Lloyd J. Jordan Director

Harold F. Nelson Acting Administrator Business Regulation Administration

M

Maxine M. Hinson Act. Assistant Superintendent of Corporations Corporations Division

Anthony A. Williams Mayor

ARTICLES OF INCORPORATION

3

OF

PAUL JUNIOR HIGH PUBLIC CHARTER SCHOOL

We, the undersigned natural persons of the age of eighteen years or more, acting as incorporators of the above-named corporation, adopt the following Articles of Incorporation of such corporation pursuant to the District of Columbia Nonprofit Corporation Act.

FIRST: The name of the corporation is Paul Junior High Public Charter School (the "Corporation").

SECOND: The period of the Corporation's duration is perpetual.

THIRD: The purposes for which the Corporation is organized are as follows:

A. To operate exclusively for charitable and educational purposes, including, but not limited to, the following: to operate a nonprofit public charter school; to provide an in-depth comprehensive education to students; to provide intellectually challenging educational experiences required for the development of independent, productive and responsible individuals who will learn to love learning, who will be taught to think critically and who will demonstrate that they understand the importance of taking active roles in community life; and to engage in all other activities conducive to the fulfillment of these goals.

B. To exercise any powers conferred upon corporations formed under the District of Columbia Nonprofit Corporation Act as may be necessary or convenient in order to accomplish the above-described purposes, including, but not limited to, the

317771.





1

following: to accept donations of money or property, whether real or personal, or any interest therein, wherever situated, or any other thing of value; to lease and/or purchase real property; to receive, borrow, raise and disburse funds; and to enter into contracts to procure or purchase services, equipment and supplies.

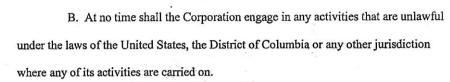
FOURTH: The Corporation shall not have members, and shall not issue any capital stock.

FIFTH: Except for the initial Board of Directors (Trustees), whose names are set forth in these Articles of Incorporation, the Board of Directors (Trustees) shall be chosen in the manner provided in the Bylaws.

SIXTH: Except as provided in these Articles of Incorporation, the internal affairs of the Corporation shall be regulated and determined as provided in the Bylaws.

SEVENTH: At all times, and notwithstanding merger, consolidation, reorganization, termination, dissolution or winding up of the Corporation (voluntary or involuntary or by operation of law), or any other provisions hereof:

A. The Corporation shall not possess or exercise any power or authority, whether expressly, by interpretation or by operation of law, that would pose a substantial risk of preventing it at any time from qualifying and continuing to qualify as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), contributions to which are deductible for federal income tax purposes, nor shall the Corporation engage directly or indirectly in any activity that would pose a substantial risk of causing the loss of such qualification under section 501(c)(3) of the Code.



R.

C. No part of the assets or net earnings of the Corporation shall ever be used, nor shall the Corporation ever be organized or operated, for purposes that are not exclusively charitable or educational within the meaning of section 501(c)(3) of the Code.

D. The Corporation shall never be operated for the primary purpose of carrying on a trade or business for profit.

E. The Corporation shall not carry on propaganda or otherwise attempt to influence legislation to an extent that would disqualify it for tax exemption under section 501(c)(3) of the Code by reason of attempting to influence legislation. Nor shall the Corporation, directly or indirectly, participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

F. No solicitation of contributions to the Corporation shall be made, and no gift, bequest or devise to the Corporation shall be accepted, upon any condition or . limitation that would pose a substantial risk of causing the Corporation to lose its federal income tax exemption.

G. Pursuant to the prohibition contained in section 501(c)(3) of the Code, no part of the net earnings, current or accumulated, of the Corporation shall ever inure to the benefit of any private shareholder or individual.

H. Notwithstanding any other provision of these Articles of Incorporation, if at any time or times the Corporation is a private foundation within the meaning of section 509 of the Code, then during such time or times:

 (1) The Corporation shall not engage in any act of self-dealing as defined in section 4941(d) of the Code;

(2) The Corporation shall distribute its income for each taxable year at such time and in such manner as not to subject the Corporation to tax under section 4942 of the Code;

(3) The Corporation shall not retain any excess business holdings as defined in section 4943(c) of the Code;

(4) The Corporation shall not make any investments in such a manner as to subject the Corporation to tax under section 4944 of the Code; and

(5) The Corporation shall not make any taxable expenditures as defined

in section 4945(d) of the Code.

EIGHTH: Upon the termination, dissolution or winding up of the Corporation in any manner or for any reason, voluntary or involuntary, its assets, if any, remaining after the payment or provision for payment of all liabilities of the Corporation shall be distributed to, and only to, one or more organizations described in section 501(c)(3) of the Code.

NINTH: The private property of the officers and directors (trustees) of the Corporation shall not be subject to payment of debts of the Corporation to any extent whatever.

TENTH: The Corporation shall indemnify any director (trustee) or officer or former director (trustee) or officer of the Corporation against expenses actually and necessarily incurred by him or her in connection with the defense of any action, suit or proceeding in which he or she is made a party by reason of being or having been such a director (trustee) or officer, except in relation to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of a duty. The indemnification provided by this Article TENTH shall not be deemed exclusive of any other rights to which such director (trustee) or officer may be entitled under any bylaw, agreement, vote of the Board of Directors (Trustees) or otherwise. No payment shall be made under this Article TENTH if such payment would result in any liability for tax under chapter 42 of the Code.

ELEVENTH: All references contained in these Articles of Incorporation to the Internal Revenue Code of 1986, or to the "Code," shall be deemed to refer to the Internal Revenue Code of 1986 and to the Regulations established pursuant thereto as they now exist or as they may hereafter be amended. Any reference contained in these Articles of Incorporation to a specific section or chapter of the Code shall be deemed to refer to such section or chapter and the Regulations established pursuant thereto as they now exist or as they may hereafter be amended, and to any corresponding provision of any future United States Internal Revenue law and any Regulations established pursuant thereto.



TWELFTH: The address, including street number and zip code, of the initial

registered office of the Corporation and the name of its initial registered agent at such

address are:

Bryan M. Lumpkins **?**4. 5800 8th Street Washington, D.C. 20011

THIRTEENTH: The number of directors (trustees) constituting the initial

Board of Directors (Trustees) of the Corporation is three. The name and address,

including street number and zip code, of each of the individuals who are to constitute the

initial Board of Directors (Trustees) are:

Name:

Cecile R. Middleton

Address:

6901 32nd Street, N.W. Washington, D.C. 20015

1203 W Street, N.W. Washington, D.C. 20009

Bryan M. Lumpkins

Mary Douglas Reed

3343 Quesada Street, N.W. Washington, D.C. 20015

FOURTEENTH: The name and address, including street number and zip code,

of each incorporator are:

Name:

Joy Taylor

Susan Quinn

Joshua Oboler

Address:

555 Twelfth Street, N.W. Washington, D.C. 20004-1206

555 Twelfth Street, N.W. Washington, D.C. 20004-1206

555 Twelfth Street, N.W. Washington, D.C. 20004-1206



IN WITNESS WHEREOF, we have signed and acknowledged these Articles of

Incorporation this 18th day of January, 2000.

lor Quinn

Joshua Oboler

District of Columbia, ss:

I, <u>Jean A. Jentz</u>, a Notary Public, hereby certify that on the 18th day of January, 2000, personally appeared before me Joy Taylor, Susan Quinn and Joshua Oboler, who signed the foregoing document as incorporators and declared that the statements contained therein are true.

7

Notary Public

My Commission Expires:

JEAN A. JANTZ, NOTARY My Commission Expires September 30, 2001



GOVER IENT OF THE DISTRICT OF LUMBIA

5 5



CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Nonprofit Corporation Act have been complied with and accordingly, this **CERTIFICATE OF AMENDMENT** is hereby issued to:

PAUL JUNIOR HIGH PUBLIC CHARTER SCHOOL

Name Changed To

PAUL PUBLIC CHARTER SCHOOL, INC.

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of the 15th day of January,2004.



David Clark DIRECTOR

John T. Drann Acting Administrator Business Regulation Administration

0

RSS

Patricia E. Grays Superintendent of Corporations Corporations Division

Anthony A. Williams Mayor



ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF PAUL JUNIOR HIGH PUBLIC CHARTER SCHOOL, INC

TO:

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS BUSINESS AND PROFESSIONAL LICENSING ADMINISTRATION CORPORATIONS DIVISION 941 NORTH CAPITOL STREET, NE WASHINGTON, D.C. 20002

Pursuant to the provisions of the District of Columbia non-profit Corporation Act, the undersigned adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is: Paul Junior High Public Charter School, Inc.

SECOND: The following amendment of the Articles of Incorporation was adopted by the Corporation in the manner prescribed by the District of Columbia Non-profit Corporation Act: Amend Article First to change the name of the corporation to Paul Public Charter School, Inc.

THIRD: The amendment was adopted by a resolution of the Board of Directors at a meeting in their corporate offices on December 16, 2003.

Date: 12-16-03

Paul Junior High Public Charter School, Inc. By Harold Bardonille, President ATTEST: Guine Iden Q. lercon

Eunice Henderson, Secretary



RESOLUTION OF BOARD OF DIRECTORS

That at a meeting of the Board of Directors duly called and held at the office of the Corporation on December 16, 2003, whereupon a quorum of the Board was present, it was

RESOLVED, That, in response to the modification of the charter of Paul Junior High Public Charter School to add grades five and six, and to change the name of the school to Paul Public Charter School, it is the judgement of the Board of Directors of this Corporation that it is advisable to amend the articles of incorporation and bylaws of the corporation to change the name of the corporation to Paul Public Charter School, Inc.

I do hereby certify that I am the duly elected and qualified Secretary of the Corporation, and that the above is a true and correct copy of a resolution duly adopted at said meeting.

IN WITNESS WHEREOF, I have affixed my name as Secretary and have caused the corporate seal of said Corporation to be hereunto affixed, this day of December 16, 2003.

A True Record Attest

Exince L. Hendenon Secretary Xecember 16, 2003



Appendix II: Paul Public Charter School Bylaws



PAUL PUBLIC CHARTER SCHOOL SECOND AMENDED AND RESTATED BYLAWS Dated as of October 28, 2014

These SECOND AMENDED AND RESTATED BYLAWS (as amended from time to time, the "<u>Bylaws</u>") of Paul Public Charter School (the "<u>Corporation</u>"), a District of Columbia nonprofit corporation, are made as of October 28, 2014, by the board of trustees of the Corporation (the "<u>Board of Trustees</u>", with any individual voting member of such Board of Trustees referred to as a "<u>Trustee</u>").

WITNESSETH:

WHEREAS, the Board of Trustees adopted initial bylaws for the Corporation dated as of January 19, 2000 (the "<u>Initial Bylaws</u>").

WHEREAS, the Board of Trustees entered into successive amended and restated bylaws dated as of December 16, 2003, July 23, 2008 and October 22, 2013 (together with the Initial Bylaws, the "<u>Original Bylaws</u>").

WHEREAS, the Board of Trustees desires to amend the Original Bylaws in accordance with <u>Section 8.1</u> of the Original Bylaws in order to reflect certain changes to the Corporation.

NOW, THEREFORE, the Board of Trustees agrees to amend and restate the Original Bylaws, as amended, in their entirety to read as follows:

ARTICLE I

Name

1.1 <u>Name</u>. The name of the Corporation is Paul Public Charter School.

ARTICLE II

Purposes of the Corporation

2.1 <u>Purpose</u>. The purposes for which the Corporation has been organized are as follows:

(a) To operate exclusively for charitable and educational purposes, including, but not limited to, the following:

- (i) to operate a nonprofit public charter school (the "<u>School</u>");
- (ii) to provide an in-depth, comprehensive education to students by focusing on academics, athletics, and the arts;
- (iii) to provide intellectually challenging educational experiences required for the development of independent, productive and responsible individuals who love learning, think critically, and demonstrate that they understand the importance of taking active roles in community life; and
- (iv) to engage in all other activities conducive to the fulfillment of these goals.

(b) To exercise any powers conferred upon corporations formed under the District of Columbia Nonprofit Corporation Act, as amended from time to time (the "<u>Act</u>"), as may be



necessary or convenient in order to accomplish the above-described purposes, including, but not limited to, the following:

- (i) to accept donations of money or property, whether real of personal, or any interest therein, wherever situated, or any other thing of value;
- (ii) to lease and/or purchase real property;
- (iii) to receive, borrow, raise, and disburse funds; and
- (iv) to enter into contracts to procure or purchase services, equipment and supplies.

ARTICLE III

Offices and Registered Agent

3.1 <u>Offices</u>. The Corporation shall maintain continuously in the District of Columbia a registered office at such place as may be designated by the Board of Trustees or the President (as defined below). The principal office of the Corporation and such other offices as it may establish shall be located at such place(s), either within or without the District of Columbia, as may be designated by the Board of Trustees.

3.2 <u>Agent</u>. The Corporation shall maintain continuously within the District of Columbia a registered agent, which agent shall be designated by the Board of Trustees or the President (as defined below).

3.3 <u>Changes</u>. Any change in the registered office or registered agent of the Corporation shall be accomplished in compliance with the Act and as provided by these Bylaws.

ARTICLE IV

Board of Trustees

4.1 <u>General Powers and Duties</u>. The affairs and property of the Corporation shall be managed, controlled and directed by a Board of Trustees. The Board of Trustees shall have, and may exercise, any and all powers permitted by law, the Articles of Incorporation dated as of January 18, 2000 (as amended from time to time, the "<u>Articles of Incorporation</u>"), these Bylaws and the Act, which are necessary or convenient to carry out the purposes of the Corporation. The responsibilities of the Board of Trustees include, but are not limited to, the following:

(a) Carrying out the mission and vision of the Corporation and the School.

(b) Setting the policy for the overall function of the Corporation and the School.

(c) Selecting the President of the Corporation, who shall also serve as the Chief Executive Officer of the School (the "<u>CEO</u>").

(d) Periodically evaluating the CEO.

(e) Ensuring that the School is able to raise adequate resources for its operations by engaging in fundraising and in community activities.

(f) Assisting in developing an annual budget and selecting an independent firm to conduct an annual audit of the School's finances.

(g) Acting in a stewardship capacity over the resources of the Corporation and ensuring sound financial management over its assets.

(h) Engaging in public relations and community outreach on behalf of the School.



(i) Monitoring and strengthening the programs and services offered to and by the School.

4.2 <u>Composition of the Board of Trustees</u>.

(a) *Initial Trustees.* The three (3) members of the initial Board of Trustees (the "<u>Initial Trustees</u>") are set forth in the Articles of Incorporation. The Initial Trustees shall serve until the election of the voting members who will make up the first full Board of Trustees (the "<u>First Board of Trustees</u>", with each voting member of such First Board of Trustees referred to as a "<u>First Trustee</u>"), with such election occurring no later than April 30, 2000.

- (b) *First Board of Trustees.*
 - (i) The number of First Trustees constituting the First Board of Trustees shall be seven (7).
 - (ii) The seven (7) First Trustees shall be chosen as follows: The Initial Trustees shall nominate and elect five (5) individuals (including, in the sole discretion of the Initial Trustees, one another) to serve as First Trustees. The parents of students enrolled at the School shall, by a majority vote, elect two (2) individuals to serve as First Trustees. The CEO and the Chief Operating Officer of the School ("<u>COO</u>") shall be non-voting *ex-officio* members of the First Board of Trustees. Unless otherwise nominated pursuant to this <u>Section 4.2(b)(ii)</u>, the Initial Trustees will thereafter withdraw from the First Board of Trustees.
 - (iii) The First Trustees shall have staggered terms of one (1), two (2) or three (3) years. Two (2) First Trustees will serve a three-year term, two (2) First Trustees will serve a two-year term and one (1) First Trustee will serve a one-year term. Each of the two (2) First Trustees chosen by the parents of the students at the School shall serve a one-year term.
- (c) Succeeding Boards of Trustees.
 - (i) The number of Trustees constituting succeeding Boards of Trustees shall be fixed by resolution, but shall not be less than seven (7) nor more than fifteen (15) voting members.
 - (ii) The Board of Trustees shall include a Chair (the "<u>Chair</u>") and a Vice Chair (the "<u>Vice Chair</u>" and, together with the Chair, the "<u>Officer Trustees</u>"), and no more than thirteen additional Trustees.
 - (iii) Two (2) of the Trustees shall be parents of students enrolled with the School (the "<u>Parent Trustees</u>"), and each such Parent Trustee shall be nominated by the President and approved by the Trustees at a Regular Meeting (as defined below) or Special Meeting (as defined below). A successor to a Parent Trustee must be the parent or legal guardian of one or more students enrolled at the School as of the date of such Parent Trustee's election.
 - (iv) All succeeding Boards of Trustees shall also include, as non-voting *exofficio* members, the (1) CEO and (2) Treasurer, who shall also serve as the COO of the School (the "<u>Treasurer</u>" and, together with the CEO, the "<u>Ex-Officio Members</u>"). For the avoidance of doubt, the Ex-Officio Members serve as members but not as Trustees of the Board of Trustees.



- (v) The Trustees shall be divided into three (3) classes consisting of no more than five (5) Trustees each. Each class shall be elected to serve a three-year term. The three-year terms of the classes will be staggered, with one (1) of the three (3) classes elected at each Annual Meeting (as defined below) of the Board of Trustees. Individual Trustees may also be elected at any Regular Meeting (as defined below) or Special Meeting (as defined below) of the Board of Trustees, provided that advance written notice of the intent to elect one (1) or more Trustees at any such Regular Meeting (as defined below) or Special Meeting (as defined below), as applicable, shall be provided to all Trustees.
- (vi) Each proposed Trustee shall be elected by a majority vote of the then current Trustees in attendance at the Annual Meeting (as defined below) or, alternatively, at any Regular Meeting (as defined below) or Special Meeting (as defined below) called for the election of such Trustees.
- (vi) The term of each Trustee elected shall begin on the first day of the month immediately following the election of such Trustee. The term of each Trustee shall expire after three (3) years, or upon the Trustee's death, resignation, or removal from office in accordance with these Bylaws, whichever occurs first. The term of any Parent Trustee shall also expire on the date that he or she no longer has a child enrolled as a student at the School. Notwithstanding the foregoing, any Trustee elected to fill a vacancy caused by removal, death or resignation shall serve the remainder of the three-year term of the Trustee whose removal, death or resignation caused the vacancy.
- (vii) At each Annual Meeting (as defined below) of the Board of Trustees, the Trustees shall elect two (2) Trustees to serve as the Officer Trustees, each for a two-year term. At the sole discretion of the Board of Trustees, the outgoing Vice Chair may or may not be nominated for or elected to serve as incoming Chair. A sitting Chair or Vice Chair may be reelected to his or her respective position so long as he or she remains a Trustee in accordance with the provisions of these Bylaws, but in no event shall any Chair or Vice Chair serve more than two (2) successive terms in each such position.

(d) *Resignation.* A Trustee may resign at any time by giving notice thereof in writing to the Chair. Failure to attend at least 50% of Board of Trustee meetings in any fiscal year shall constitute effective notice of resignation, which the Board of Trustees, in its sole discretion, retains the option to accept or reject.

(e) *Removal.* A Trustee may be removed, with or without cause, by a three-quarters (75%) vote of the other Trustees, provided that for purposes of this Section 4.2(e) only, a quorum of 100% of the Trustees is required to effect such removal. Any Trustee who chooses to abstain or to otherwise not vote pursuant to this Section 4.2(e) will be deemed to have voted against removal.

(f) Duties and Powers of the Chair and Vice Chair. The Chair of the Board of Trustees shall preside at all meetings of the Board of Trustees at which he or she is present, and shall perform such other duties as may be required of him or her by the Board of Trustees. The Vice Chair shall preside, in the absence of the Chair of the Board of Trustees, at meetings of the Board of Trustees and shall perform such other duties as may be required of such person by the Board of Trustees. For the avoidance of doubt, Ex-Officio Members shall not serve as Chair or Vice Chair of the Board of Trustees.



4.3 <u>Meetings of the Board of Trustees</u>.

(a) *Regular Meetings*. Regular meetings of the Board of Trustees (the "<u>Regular Meetings</u>") shall be held at least ten (10) times each fiscal year unless a majority of the Board of Trustees decides during the Annual Meeting (as defined below) to schedule fewer meetings for the subsequent year. The last Regular Meeting of the Board of Trustees during each fiscal year shall constitute its annual meeting (the "<u>Annual Meeting</u>").

(b) *Special Meetings*. Special meetings shall be called at (i) the discretion of the Chairman of the Board of Trustees, (ii) at the request of at least one-third (33%) of the Trustees in office, or (iii) at the request of the President (each, a "Special Meeting").

(c) *Time and Place*. The time and place of all meetings of the Board of Trustees shall be designated by the Chair of the Board of Trustees. The meetings may be held within or without the District of Columbia.

(d) *Notice*. At least ten (10) days' prior notice shall be given to each Trustee of a Regular Meeting of the Board of Trustees. A Special Meeting of the Board of Trustees may be held upon notice of at least five (5) days. Notice of a meeting of the Board of Trustees shall specify the date, time and place of the meeting. Except as provided in <u>Article VIII</u> of these Bylaws, such notice need not specify the purpose for the meeting or the business to be conducted. Notice must be either:

- (i) delivered personally to each Trustee,
- (ii) mailed to the Trustees' physical or electronic mail address as it appears on the records of the Corporation,
- (iii) sent by facsimile to the Trustees' facsimile number as it appears on the records of the Corporation, or
- (iv) entered onto a "master calendar" sent to each Trustee by electronic mail before or at the start of each fiscal year.

If such notice is given by physical mail, it shall be deemed delivered when deposited in the United States mail properly addressed and with postage paid thereon. Notice by electronic mail shall be deemed delivered when sent, unless an electronic notification of failure of delivery is received within twenty-four (24) hours after notice is sent. If such notice is given by facsimile, it shall be deemed delivered upon receipt of a confirmation of successful transmittal. Notwithstanding the foregoing, a Trustee may waive the notice requirement for any Regular Meeting or Special Meeting of the Board of Trustees by filing a written statement with the Board of Trustees, or by the delivery of an oral statement at any such meeting. Attendance at a meeting of the Board of Trustees shall also constitute a waiver of notice, except where a Trustee states that he or she is attending for the purpose of objecting to the conduct of business on the ground that the meeting was not lawfully called or convened.

(e) *Agenda*. The Secretary will be responsible for distributing an agenda to each Trustee by electronic mail at least two (2) business days prior to any scheduled Regular Meeting or Special Meeting.

(e) *Quorum*. One-third (33%) of the number of Trustees eligible to vote pursuant to these Bylaws shall constitute a quorum (a "<u>Quorum</u>") for any meeting of the Board of Trustees.

(f) *Majority*. Except as otherwise provided by applicable law, the Articles of Incorporation or these Bylaws, all matters before the Board of Trustees shall be decided by majority vote of the Trustees eligible to vote and present at a meeting at which Quorum exists.



(g) Written Consent in Lieu of a Meeting. Any action that the Board is required or permitted to take at any meeting of the Board of Trustees, except amendment of the Articles of Incorporation or of these Bylaws pursuant to <u>Article VIII</u>, may be taken without a meeting if the text of the resolution or matter to be agreed upon is (i) sent to all the Trustees and (ii) all the Trustees in office and eligible to vote consent to such action in writing, setting forth the action taken. Such written consent shall have the same force and effect as a vote of the Board of Trustees at a meeting and may be described as such in any document executed by the Corporation.

(h) *Telephone Conference*. A meeting by telephonic conference may be held subject to the applicable provisions of this <u>Article IV</u>. Any or all Trustees may participate in a meeting of the Board of Trustees, the Executive Committee (as defined below), or any other committee of the Board of Trustees by means of a telephone conference or by any other two-way audio, audio-visual or other internet-based means of communication, and such participation by any Trustee shall constitute attendance for all purposes at such meeting.

ARTICLE V

Committees

5.1 <u>Executive Committee</u>.

(a) *Executive Committee*. There shall be an Executive Committee composed of the Chair, the Vice Chair, and three (3) additional Trustees appointed by the Chair and approved by the Board of Trustees.

(b) *Terms.* The three (3) Trustees appointed to the Executive Committee by the Chair shall be approved for one-year terms at each Annual Meeting of the Board of Trustees. In the event of a vacancy on the Executive Committee, a Trustee appointed by the Chair may be approved at a Regular Meeting or a Special Meeting to serve until the next Annual Meeting. A Trustee may be reappointed to the Executive Committee for unlimited successive years so long as such Trustee remains a Trustee in accordance with the provisions of these Bylaws.

(c) *Voting*. The President shall be a non-voting, *ex officio* member of the Executive Committee. At least three (3) Trustees of the Executive Committee, including at least one (1) Officer Trustee, shall constitute a quorum for conducting Executive Committee business.

(b) *Powers*. Except as otherwise provided by applicable law or these Bylaws, the Executive Committee shall exercise the powers of the Board of Trustees when the full Board is not in session, except that the Executive Committee shall not have the power to (i) adopt the annual budget, (ii) appoint or terminate the CEO, (iii) amend or alter any previous decision of the full Board of Trustees, or (iv) amend, alter, modify, or in any way change the Articles of Incorporation or the Bylaws of the Corporation.

(c) *Meetings*. The Executive Committee shall hold meetings on an "as-needed" basis, <u>provided</u> that such meetings do not conflict with any scheduled meetings of the Board of Trustees. Advance notice of all meetings of the Executive Committee shall be provided by electronic mail to all Trustees and Ex-Officio Members at their electronic mail addresses of record. Any Trustee or Ex-Officio Member shall be allowed to attend and participate in a meeting of the Executive Committee, <u>provided</u> that such Trustee is able to attend at the time and place selected by the Executive Committee in its sole discretion pursuant to this <u>Section 5.1(c)</u>.

(d) *Minutes*. The Executive Committee shall keep regular minutes of its proceedings and shall report the same to the Board of Trustees upon request.



(e) *Reporting*. The Executive Committee shall regularly report its activities, findings, and recommendations to the Board of Trustees.

5.2 <u>Standing Committees</u>.

(a) *Standing Committees*. The standing committees of the Board of Trustees (each, a "<u>Standing Committee</u>") shall consist of:

- (i) *Development, Marketing & Public Relations Committee*. This committee is responsible for (1) fundraising and other philanthropic giving, (2) alumni programming, (3) promoting the School through community outreach, social and other media, and other mediums, (4) raising the School's visibility and profile within the District of Columbia educational community, and (5) developing the School's unique brand (the "<u>Development Committee</u>"). The Development Committee shall work closely with the Director of Development of the School, provided that such position then exists and is not vacant.
- (ii) *Facilities Committee*. This committee is responsible for oversight of the (1) maintenance, (2) repair, and (3) improvement of the School's facilities (the "Facilities Committee").
- (iii) Finance and Audit Committee. This committee is responsible for (1) fiscal oversight of the budget and financial planning and (2) providing direction and support to School strategic initiatives (the "Finance and Audit Committee"). The Finance and Audit Committee serves as the Board's principal forum for the consideration of matters relating to the Corporation's and the School's business operations, administration, budgeting, financing, financial reporting, and financial reserves. The Finance and Audit Committee shall regularly provide the Board of Trustees with complete financial overviews of the Corporation and the School and recommend policies and procedures relating to the financing of long-term capital needs.
- (iv) Governance Committee. This committee is responsible for (1) supporting the operations of the Board of Trustees by ensuring there are a sufficient number of Trustees to support the CEO and (2) measuring and monitoring proper effectiveness of the Board of Trustees, including through periodic review of these Bylaws and other organizational documents (the "<u>Governance Committee</u>").
- (vi) School Programs Committee. This committee is responsible for overseeing and recommending policies relating to the Corporation's and the School's strategic programmatic direction, including School programs and general culture (the "Programs Committee").

(b) *Committee Membership*. The Chair shall appoint committee chairs from the ranks of the Trustees to head each Standing Committee (each, a "<u>Committee Chair</u>") at any time prior to the Annual Meeting. Committee member assignments for Trustees and Ex-Officio Members shall be codified each year at the Annual Meeting. Subject to specific limitations set forth herein, the number of Trustees and Ex-Officio Members of any Standing Committee shall be determined by the Board of Trustees in its sole discretion. The Board of Trustees may also appoint outside persons to staff certain Standing Committees if such staffing needs exist.



(c) *Powers and Duties*. The Standing Committees shall have the powers and duties set forth in these Bylaws and such other powers and duties as the Board of Trustees may delegate to them.

(d) *Meetings*. Each Standing Committee shall meet at such times and places and upon such notice as such Standing Committee may, in its sole discretion, determine.

(e) *Minutes*. Each Standing Committee shall endeavor to keep regular minutes of its proceedings and shall report any such minutes to the Board of Trustees upon request.

(f) *Reporting*. Each Standing Committee shall regularly report its activities, findings, and recommendations to the Board of Trustees.

5.3 <u>Other Committees</u>. The Board of Trustees may authorize and establish other committees consisting of Trustees and other persons from time to time.

ARTICLE VI

Officers

6.1 <u>Officers</u>. The officers of the Corporation shall include the President, the Secretary, the Treasurer, and such other officers as may from time to time be deemed advisable by the Board of Trustees (each, an "<u>Officer</u>"). Officers shall be chosen by the Trustees.

6.2 <u>Terms of the Officers</u>. Except as otherwise set forth in these Bylaws, all Officers of the Corporation shall hold their offices for such terms as determined from time to time by the Trustees.

6.3 <u>Duties and Powers of the Officers</u>. The Officers shall exercise such powers, perform such other duties, and receive such compensation as determined from time to time by the Trustees. The duties and powers of the Officers of the Corporation shall be as provided in and pursuant to these Bylaws and, except to the extent that such duties and powers would be inconsistent with these Bylaws or with any provision made pursuant hereto, shall be those customarily exercised by corporate officers holding such offices in the District of Columbia.

6.4 <u>Authority of the Officers</u>. Except as otherwise provided by applicable law, the Articles of Incorporation or these Bylaws, only those Officers specifically designated by resolution of the Board of Trustees shall have the authority to enter into and execute contracts, leases, debt obligations, and all other forms of agreements or instruments, whether under seal or otherwise, on behalf of the Corporation.

6.5 <u>President</u>.

(a) The President shall (i) serve as the CEO and, subject to the control of the Board of Trustees, (ii) perform all of the customary duties of a chief executive officer pursuant to the applicable laws of the District of Columbia and shall supervise and control all of the affairs for the Corporation and the School in accordance with any policies and directives approved by the Board of Trustees. The President, and/or any appointed agents of the President, shall be responsible for the day-to-day administration of the Corporation and the School. The President shall have the power to change the registered agent and registered office of the Corporation. The President shall serve as an Ex-Officio Member.

(b) *Removal of the President*. The President may be removed, with or without cause, at any time by a three-quarters (75%) vote of the Trustees, <u>provided</u> that for purposes of this <u>Section</u> <u>6.5(b)</u> only, a quorum of 100% of the Trustees is required to effect such removal. Any Trustee



who chooses to abstain or to otherwise not vote pursuant to this <u>Section 6.5(b)</u> will be deemed to have voted against removal.

6.6 <u>Secretary</u>. The Secretary shall (i) be responsible for keeping an accurate record of the proceedings of all meetings of the Board of Trustees and (ii) take such other actions of the Corporation as the Board of Trustees shall direct. The Secretary shall give or cause to be given all notices in accordance with these Bylaws or as required by applicable law and, in general, perform all duties customary to the office of a secretary in the District of Columbia. The Secretary shall have custody of the corporate seal of the Corporation (the "<u>Corporate Seal</u>") and, along with any duly appointed assistant secretary (the "<u>Assistant Secretary</u>"), shall have the authority to affix the same to any instrument requiring it. When so affixed, the Corporate Seal may be attested to by the signature of the Secretary or an Assistant Secretary. The Board of Trustees may alternatively grant authority to any Officer to affix the Corporate Seal and to attest to such Corporate Seal by affixing such Officer's signature. The Secretary shall serve as an Ex-Officio Member.

6.7 <u>Treasurer</u>.

(a) The Treasurer shall (i) perform all duties customary to that office pursuant to the applicable laws of the District of Columbia, (ii) have custody of and be responsible for all corporate funds and securities, and (iii) keep full and accurate accounts of receipts and disbursements in the books of the Corporation. The Treasurer shall deposit or cause to be deposited all monies or other valuable effects in the name of the Corporation in such depositories as shall be selected by the Board of Trustees. The Treasurer shall render an account of all transactions as Treasurer and of the financial condition of the Corporation to the President and the Board of Trustees at Regular Meetings or pursuant to an ad hoc request by the Board of Trustees. The Treasurer shall serve as an Ex-Officio Member.

(b) *Disbursement of Funds*. The Treasurer shall disburse funds of the Corporation as may be ordered by the Board of Trustees or its designee, taking proper vouchers for such disbursements.

ARTICLE VII

Indemnification

7.1 Indemnification. Unless otherwise prohibited by applicable law, the Corporation does hereby indemnify (a) each Trustee and Officer, (b) each former Trustee and Officer, and (c) each individual who serves or served at the request of the Board of Trustees as an officer or trustee of another corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan (each of the foregoing, an "Indemnitee"), against any and all expenses (including but not limited to attorney's fees), liabilities, judgments, fines, and amounts paid in settlement actually and reasonably incurred by or imposed upon such Indemnitee in connection with or arising out of any threatened, pending or complete claim, action, suit, proceeding, issue, or matter of whatever nature (whether civil, criminal, legislative, administrative, or investigative, including appeals) in which such Indemnitee may be or is involved as a party as a result of such Indemnitee's service as Trustee, Officer, or any actions pursuant to a request by the Board of Trustees; subject to the limitation, however, that there shall be no indemnification in relation to any matter in which any such Indemnitee shall be adjudged guilty of a criminal offense or liable to the Corporation for damages arising out of such Indemnitee's gross negligence or willful misconduct in the performance of a duty for or to the Corporation.

7.2 <u>Settlement</u>. The indemnification described in <u>Section 7.1</u> shall cover amounts paid or incurred in connection with reasonable settlements only to the extent that such settlements have



been or are being made with a view to the curtailment of costs of litigation. Any such settlement pre-approved by a majority of the Board of Trustees shall be considered a reasonable settlement.

7.3 <u>Non-Exclusivity of Indemnification</u>. The indemnification provided by these Bylaws shall not be deemed exclusive of any other rights which an Indemnitee may have under these Bylaws or any other statute, agreement, vote of the Board of Trustees or otherwise and shall not restrict the power of the Corporation to grant further indemnification as permitted by law.

ARTICLE VIII

Amendments

8.1 <u>Amendment of Bylaws</u>. These Bylaws may be altered, amended or repealed, or new Bylaws adopted, by a two-thirds (67%) vote of the Trustees at any meeting of the Board of Trustees, <u>provided</u> that at least ten (10) days' written notice is given of the intention to take such action at such meeting, and <u>provided further</u> that the wording of the proposed alteration, amendment, repeal, or new Bylaws, as applicable, is prominently included within the notice for such meeting.

8.2 <u>Amendment of Articles of Incorporation</u>. The Articles of Incorporation may be altered or amended, or new Articles of Incorporation adopted, by a two-thirds (67%) vote of the Trustees at any meeting of the Board of Trustees, <u>provided</u> that at least ten (10) days' written notice is given of the intention to take such action at such meeting, and <u>provided further</u> that the wording of the proposed alteration, amendment, or new Articles of Incorporation, as applicable, is prominently included within the notice for such meeting.

ARTICLE IX

Miscellaneous

9.1 <u>Seal</u>. The Corporate Seal shall be circular in form and shall have inscribed thereon the words, "Paul Public Charter School," "District of Columbia" and "Corporate Seal."

9.2 <u>Checks</u>. All checks, drafts, or other orders for the payment of monies shall be executed by such Officer or such other person or persons as the Board of Trustees may from time to time designate.

9.3 <u>Fiscal Year</u>. The fiscal year of the Corporation shall be determined by resolution of the Board of Trustees.

9.4 <u>Headings</u>. The section headings in these Bylaws are for convenience of reference only, and will not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

9.5 <u>Interpretation</u>. Wherever from the context it appears appropriate, each term stated in either the singular or the plural includes the singular and the plural, and pronouns stated in either the masculine or the neuter gender include the masculine, the feminine and the neuter. The words "include," "includes" and "including" are deemed to be followed by the phrase "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in these Bylaws refer to these Bylaws as a whole and to any particular provision of these Bylaws.

9.6 <u>Severability</u>. Each provision of these Bylaws will be considered severable and if for any reason any provision which is not essential to the effectuation of the basic purposes of these Bylaws is determined by a court of competent jurisdiction to be invalid or unenforceable and contrary to any existing or future applicable law, such invalidity will not impair the operation of or affect those provisions



of these Bylaws which are valid. In that case, these Bylaws will be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of any applicable law, and in the event such term or provision cannot be so limited, these Bylaws will be construed to omit such invalid or unenforceable provisions.

9.7 <u>Governing Law and Jurisdiction</u>. These Bylaws will be governed by and construed in accordance with the laws of the District of Columbia without giving effect to any principles of conflicts of laws (whether under District of Columbia or other law) that would result in the application of any other law to these Bylaws.

[remainder of page intentionally left blank]

Appendix B

AMENDED AND RESTATED CHARTER SCHOOL AGREEMENT

This AMENDED AND RESTATED CHARTER SCHOOL AGREEMENT (this "Agreement") is dated as of October 22, 2013 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (the "Board") and the PAUL PUBLIC CHARTER SCHOOL, INC. (the "School Corporation").

RECITALS

WHEREAS, pursuant to Section 38-1802.03 of the District of Columbia School Reform Act of 1995, as amended (as now and hereafter in effect, or any successor statute, the "Act"), the Board has the authority to approve petitions to establish charter schools in the District of Columbia and to approve petitions to revise charters;

WHEREAS, the School Corporation submitted a petition in accordance with Section 38-1802.02 of the Act to establish a public charter school the "Application", attached hereto as Exhibit A), that petition was approved by the Board, and the Board and the School Corporation entered into a charter agreement dated as of May 25, 2000 (the "Original Charter Agreement");

WHEREAS, the Original Charter Agreement authorized the School Corporation to additionally instruct students in grades seven through nine;

WHEREAS, the School Corporation's petitions to amend its Charter Agreement requested authorization to instruct students in grades five through six and, at a later date, grades ten through twelve;

WHEREAS, the Board has authorized the School Corporation to instruct students in grades five through twelve;

WHEREAS, the School Corporation further seeks to amend the Original Charter Agreement to adopt the PMFs (as defined below) as the framework for its ongoing evaluations by the Board going forward;

WHEREAS, the Board and School Corporation seek to execute this Amendment to reflect the grades the School Corporation currently serves and the adoption of the PMFs (as defined below); and

WHEREAS, the Board and the School Corporation hope to continue a cooperative and responsive working relationship;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Board and the School Corporation agree as follows:

=

SECTION 1. ESTABLISHMENT OF SCHOOL

1.1 Charter. The School Corporation shall continue to operate a public charter school (the "School") in the District of Columbia and shall operate such school in accordance with the Act, this Agreement and the Application. The Application is incorporated in this Agreement and binding on the School Corporation. To the extent any provision in this Agreement conflicts with any provision of the Application, the provisions in this Agreement shall govern. This Agreement and the Application shall constitute the School Corporation's charter for purposes of Section 38-1802.03(h)(2) of the Act.

1.2 <u>Term; Renewal.</u> A. This Agreement shall commence on the date hereof and shall continue until May 25, 2015, the date of expiration of the Original Charter Agreement, unless sooner amended pursuant to Section 9.4 or terminated pursuant to Section 7.1 hereof.

B. The School Corporation may seek to renew its authority to operate the School as a public charter school in the District of Columbia pursuant to the terms of the Act and any rules established by the Board. If such renewal is granted by the Board, the Board and the School Corporation shall (i) renew this Agreement with amendments satisfactory to the Board and the School Corporation or (ii) enter into a substitute agreement satisfactory to the Board and the School Corporation.

1.3 Location; Permits. The School Corporation shall be located at 5800 8th Street, NW, Washington, D.C. 20011 (the School Corporation's fee or leasehold interest in such property, the "School Property"). At least 30 days prior to the first day of the School's first academic year, the School Corporation shall submit to the Board (i) a report regarding the status of all Authorizations required for the School Corporation's use of the School Property, including occupancy permits and health and safety approvals, and (ii) a report identifying any lease, sublease, deed or other instrument authorizing the use or evidencing the ownership of the School Property by the School Corporation and summarizing any financing entered into in connection therewith. The School shall not begin instruction of students at the School Property until the School Corporation has provided to the Board a copy of the certificate of occupancy for the School Property certified by an officer of the School Corporation, a member of the Board of Trustees or the chief administrator of the School as true, correct and complete. The School Corporation shall not operate the School at a location other than the School Property without the prior written consent of the Board. "Authorizations" shall mean (a) any consent, approval, license, ruling, permit, certification, exemption, filing, variance, order, decree, directive or other authorization of, by or with, (b) any notice to or from, (c) any declaration of or with, or (d) any registration with, any governmental authority, in each case relating to the operation of the School.

SECTION 2. EDUCATIONAL PROGRAM

2.1 <u>Mission Statement</u>. The School Corporation shall operate the School in accordance with the mission statement set forth in the Application.

2.2 <u>Age: Grade</u>. The School Corporation may instruct students in grades 5 through 12. The School shall not instruct students of any other grade without the prior written consent of the Board.

2.3 Enrollment. A. Enrollment in the School shall be open to any pupil in the grade range set forth in Section 2.2 who resides in the District of Columbia. Students who are not residents of the District of Columbia may be enrolled at the School to the extent permitted by the Act. The School Corporation shall determine whether each pupil resides in the District of Columbia according to the procedure set forth in the random selection process established pursuant to clause (C) below. Subject to clause (B) below, the School Corporation shall maintain an enrollment of no more than 875 pupils during each academic year substantially in accordance with Schedule I attached hereto.

B. The School Corporation may petition the Board in writing to change the maximum enrollment of the School for the succeeding academic years. The Board shall review the petition and determine the maximum enrollment of the School for such succeeding years. The School Corporation shall provide promptly to the Board any additional information requested by the Board in connection with such petition, including (i) evidence that (a) the School Property has sufficient capacity to accommodate the increased enrollment, (b) the financial position of the School Corporation will improve as a result of such increase, (c) the quality of the educational program at the School is satisfactory and will not deteriorate as a result of such increase and (ii) such other items as the Board may request.

C. If eligible applicants for enrollment at the School for any academic year exceed the number of spaces available at the School for such academic year, the School Corporation shall select students pursuant to the random selection process set forth as Exhibit B attached hereto. The School Corporation shall notify the Board in writing of any material change to the random selection process at least 60 days prior to the date (as set forth in the notice to the Board) of the proposed implementation thereof. With respect to any such proposed change, the School Corporation shall consider any comments of the Board, its staff and its agents in connection with such change. The School Corporation shall not implement any material change to the random selection process unless after giving effect to such change the random selection process would (i) include (a) an annual deadline for enrollment applications that is fair and set in advance of such deadline and (b) a process for selecting students for each academic year (1) if applications submitted by the deadline exceed available spaces for such academic year, and (2) for spaces available after the beginning of such academic year, (ii) publicize the application deadline and the selection processes, and (iii) provide a procedure to determine whether applicants reside in the District of Columbia.

D. The School Corporation shall keep records of student enrollment and daily student attendance that are accurate and sufficient to permit preparation of the reports described in Sections 5.1(E) and Section 5.1(F).

2.4 <u>Curriculum</u>. A. The School Corporation shall design and implement the educational program set forth in the Application, as modified in accordance with this Agreement. The School Corporation shall notify the Board in writing of any change in the curriculum or instructional method of the School that is a significant departure from the curriculum or

instructional method in the plan set forth in the Application as amended in accordance with this Agreement at least 120 days prior to the date (as set forth in the notice to the Board) of the proposed implementation thereof (the "**Implementation Date**"). With respect to any such proposed change, the School Corporation shall consider any comments of the Board, its staff and its agents in connection with such change. The School Corporation shall provide promptly to the Board any materials requested by the Board in connection with such change in curriculum or instructional method.

B. The School Corporation shall not implement any material change in the curriculum or instructional method of the School without the prior written consent of the Board if:

(i) the Board has previously notified the School Corporation in writing that the School Corporation is on probation for failure to satisfy PMF performance targets and such notice has not been rescinded by the Board in writing; or

(ii) the Board determines in consultation with the School Corporation that such change would constitute a significant departure from the mission and goals set forth in the Application, as previously amended in accordance with this Agreement, and notifies the School Corporation of such determination in writing within 60 days after the Board receives notification of such change.

2.5 Standards. The School Corporation has adopted the PMFs (as defined below) as its formal performance standard for all subject areas at all grades or other performance levels served by the School. The School's educational program shall be aligned with the School's performance standard.

2.6 Students with Disabilities. The School Corporation shall comply with all federal requirements concerning the education of students with disabilities and shall designate and notify the Board and the Director of the Office of Special Education of the District of Columbia Public Schools of the individual responsible for case management of the education of the School's students with disabilities. At least 30 days prior to the first day of the School's first academic year, the School Corporation shall notify the Board in writing of its election to act as either a local education agency or a District of Columbia Public School for purposes of Part B of the Individuals with Disabilities Education Act, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended. The School Corporation shall notify the Board in writing by April 1 prior to any academic year for which the School Corporation shall change such election from the current academic year.

2.7 Student Policies; Expulsion and Suspension. A. No later than 30 days prior to the beginning of the School's first academic year, the School Corporation shall deliver to the Board in writing copies of the policies governing students at the School. The School Corporation shall notify the Board in writing of any material change to such policies within 30 days of the adoption of such change. The School Corporation shall consider the comments of the Board, its staff and its agents in connection with such policies. Notwithstanding the foregoing, the policies regarding the expulsion or suspension of students shall be as set forth in **Exhibit C**

hereto. The School Corporation shall make the policies governing students at the School available in writing to parents and students.

B. The School Corporation shall notify the Board promptly of any expulsion or any suspension of more than 5 school days of any student enrolled in the School.

SECTION 3. EVALUATION

3.1 Performance Management Framework. A. The School Corporation has selected as its measure of academic achievement expectations the indicators listed in the middle school and high school Performance Management Frameworks developed by the Board (each, a "PMF" and collectively, the "PMFs").

B. Accordingly, changes to any PMF implemented by the Board after a public hearing and notice period for public comments, including changes in state assessments, performance indicators, floors, targets, formulas, and weights, will automatically become part of the measurement of the School Corporation's academic achievement expectations. However, if changes are made to any PMF that the School Corporation elects not to accept, the School Corporation reserves it right to submit to the Board a petition for a charter revision pursuant to Section 38-1802.04(c)(10) of the Act.

C. If, at any time during the duration of this Agreement, the School Corporation amends it charter to operate two or more Campuses (as defined below) under the charter, each Campus will be evaluated both individually by the Board and collectively across all Campuses using the measurement of academic achievement expectations and goals outlined in this Section 3. "Campus" is defined as a distinct grade-span, such as early childhood, elementary school, middle school, or high school or a combination of the above, which may be in the same facility or in different facilities.

3.2 Review.

A. In the Board's renewal and review assessments conducted after the date of this Agreement, the PMFs will be assessed as the School Corporation's goals and academic achievement expectations starting in the school year that each such PMF is formally adopted by the Board. The PMFs were formally adopted by the Board in school year 2010-11. As such, for purposes of the Board's renewal assessment of the School Corporation that will be conducted during the 2014-15 school year, and every review and renewal assessment thereafter, the PMFs will be considered to have been adopted by the School Corporation in school year 2010-11 as its goals and student academic achievement expectations. However, because the School Corporation established its high school in school-year 2013-2014, and will serve only grades 9 and 10 during that school year, the high school will not be evaluated for renewal purposes as there will be insufficient data to measure its effectiveness.

B. The Board will determine whether the School Corporation met its middle school and high school PMF goals and expectations. Each will be deemed to have been met for purposes of renewal in 2014-15 if the School Corporation fulfills either or both of the two following conditions:

(i) The middle school demonstrates annual consistent improvement in performance on the PMF, with no PMF score below 40% in 2012-13 and 2013-14, the two academic years preceding its fifteenth year in operation (school-year 2014-15); or

(ii) The middle school earns a PMF score of 45% or more in 2012-13 and 2013-14, the two academic years prior to renewal assessment.

C. At every five-year review thereafter and renewal assessment conducted by the Board after the 2014-15 school year, the Board will separately determine whether the School Corporation met its middle school and high school PMF goals and expectations. Each will be deemed to have been met if the School Corporation earns at least 55% of possible PMF points in two of the three school years preceding the review or renewal, and not under 45% in any of the five school years preceding the review or renewal.

D. The School Corporation shall test enrolled students in the grades tested by district-wide assessments in core academic subjects (i.e., math, reading, science, and social studies) and report the scores to the Board in a timely manner, if the Board does not receive them directly from the District of Columbia Office of the State Superintendent of Education. The School Corporation will also supply the Board with all valid student-level data needed for accurate creation of PMF scores.

3.3 <u>Standardized Testing</u>. At a minimum, the School Corporation shall administer, in accordance with the policies of the governmental body responsible for the District of Columbia Public Schools (the "**Board of Education**"), any district-wide assessments used to measure student achievement required by the Board of Education to be administered in public schools in the District of Columbia covering the same grades or ages as the School and the results of which the Board of Education intends to make publicly available; provided that with respect to students receiving special education, the School Corporation shall only be required to administer tests related to such students' individual education plans.

SECTION 4. CONTRACTS

4.1 <u>Contracts</u>. A. Pursuant to Section 38-1802.04(c)(1) of the Act, the School Corporation shall submit to the Board with respect to each contract (other than those exempted by the Act) entered into or materially amended that has a value equal to or in excess of \$25,000, the following items, in addition to those items required by the Act: (a) the parties, (b) an indication of whether any party is an Affiliate (as defined below) of the School Corporation, and (c) the product or service that is the subject of such contract.

B. By October 1 of the School's first academic year and by October 1 of each subsequent year in which there is a change, the School Corporation shall submit to the Board a range of salaries and benefits in effect for each category of employees identified by the School Corporation. Within 45 days after the end of each fiscal quarter, the School Corporation shall submit to the Board a list of each employment contract entered into, materially amended or

terminated during such fiscal quarter which provides an annual salary and benefits package in excess of the relevant range delivered to the Board pursuant to the preceding sentence.

C. Each contract described in clause (A) or (B) above shall be referred to herein as a "<u>Material Contract</u>." Upon the request of the Board, the School Corporation shall deliver to the Board copies of any Material Contract.

4.2 <u>Contracts for School Management</u>. A. Without the prior written consent of the Board, the School Corporation shall not (i) enter into any contract (a "School Management Contract") for the management of the School by another entity, (ii) cancel or terminate or provide a notice of cancellation or termination of any School Management Contract or consent to or accept any cancellation or termination thereof, or (iii) enter into any material amendment, modification or supplement of any School Management Contract.

If the Board has previously notified the School Corporation in writing that **B**. the School Corporation is on probation for failure to satisfy any PMF performance targets or for fiscal management reasons and such notice has not been rescinded by the Board in writing, the School Corporation shall notify the Board in writing 5 business days prior to taking any of the following actions: (1) waiving any material default under, or material breach of, any School Management Contract or waiving, failing to enforce, forgiving, compromising, settling, adjusting or releasing any material right, interest or entitlement, howsoever arising, under, or in respect of any School Management Contract, or giving any consent, waiver or approval under any School Management Contract, or in any way varying, or agreeing to the variation of, any material provision of any School Management Contract or of the performance of any material covenant or obligation by any other party under any School Management Contract, or (2) providing any notice, request or other document permitted or required to be provided pursuant to any School Management Contract affecting any material rights, benefits or obligations under any such School Management Contract in any material respect. If the Board so notifies the School Corporation in writing prior to the intended date of such action, the Board shall have the right to approve such action, and the School Corporation shall not take such action without the prior written consent of the Board.

4.3 Insurance Coverage. A. The School Corporation shall procure and maintain in full force and effect at all times, from and after use of the School Property is secured, insurance policies with an independent insurance broker with a license in the District of Columbia providing at least the limits and coverage provisions set forth below:

(i) Workers' compensation insurance as required by applicable Law. "Law" shall mean any statute, law, constitutional provision, code, regulation, ordinance, rule, judgment, order, decree, permit, concession, grant, franchise, license, agreement, directive, binding guideline or policy or rule of common law, requirement of, or other governmental restriction of or determination by, or any interpretation of any of the foregoing by, any governmental authority, whether now or hereafter in effect.

(ii) General liability insurance on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage. Such

insurance shall provide coverage with a \$1,000,000 minimum limit per occurrence for combined bodily injury and property damage, a maximum deductible of \$2,500 per occurrence and aggregate limits of liability of at least \$2,000,000.

(iii) Automobile liability insurance against claims for personal injury (including bodily injury and death) and property damage covering all owned, lease non-owned and hired motor vehicles, including loading and unloading, with a \$1,000,000 minimum limit per occurrence for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable.

(iv) Excess liability insurance on an occurrence basis covering claims in excess of the underlying insurance described in the foregoing clauses (ii) and (iii), with (a) if the School provides transportation for any of its students, a \$5,000,000 minimum limit per occurrence and (b) otherwise, a \$3,000,000 minimum limit per occurrence; <u>provided</u> that aggregate limits of liability, if any, shall apply separately to each location.

(v)Property damage insurance on an "all risk" basis, boiler and machinery insurance on a comprehensive basis and providing coverage for (a) the School Corporation in a minimum aggregate amount equal to the "full insurable value" of the School Property, and (b) attorneys' fees, engineering and other consulting costs, and permit fees directly incurred in order to repair or replace damaged insured property in a minimum amount sufficient to cover 100% of the cost to reconstruct the School Property. For purposes of this clause (v), "full insurable value" shall mean the full replacement value of the School Property, including any improvements, equipment, fuel and supplies, without deduction for physical depreciation and/or obsolescence; all such policies may have deductibles of not greater than \$2,500 per occurrence; provided that to the extent such policies do not have such deductibles, the School Corporation shall establish adequate reserves or other appropriate provisions, if any, as shall be required by the Board. Such insurance shall (x) not include any coinsurance provision, (y) provide for increased cost of construction and loss to undamaged property as a result of enforcement of building Laws with sub-limits not less than 10% of the "full insurable value" of the School Property, and (z) include debris removals with a sub-limit of not less than \$50,000. The property damage coverage shall not contain an exclusion for freezing, mechanical breakdown, loss or damage covered under any guarantee or warranty, or resultant damage caused by faulty workmanship, design or materials.

(vi) Directors and officers liability insurance and professional liability insurance with a \$1,000,000 minimum limit per occurrence. The policies for such insurance shall name the Board of Trustees, the School Corporation, School employees and School volunteers as insureds.

(vii) Educators legal liability insurance with a \$1,000,000 minimum limit per occurrence.

B. If the School Corporation has entered into a School Management Contract, the School Corporation shall require the Person managing the School pursuant to that School Management Contract (the "**School Manager**") to maintain management professional liability insurance with a \$1,000,000 minimum limit per occurrence.

C. The School Corporation may satisfy its obligations under this Section 4.3 by being an additional named insured on insurance policies of an Affiliate of the School Corporation or the School Manager, if any, providing the School Corporation the coverage required pursuant to this Section 4.3 to the same extent as if the School Corporation obtained such required insurance itself.

D. All policies of insurance required to be maintained pursuant to clause (A) (except subclauses (vi) and (vii)) shall be endorsed to name the Board and its directors, officers, employees and agents as additional insureds. All policies of insurance required to be maintained pursuant to this Section 4.3 shall be endorsed to provide that the insurer is required to provide the Board with at least 30 days' prior notice of substantial reduction in coverage or amount (other than a reduction in coverage or amount resulting from a payment thereunder), cancellation or non-renewal of any policy. The Board may from time to time, by written notice to the School Corporation, amend the amount and scope of insurance coverage required by this Section 4.3 to include such additional insurance coverage which, in the reasonable opinion of the Board, is generally maintained with respect to schools by prudent school management, subject to the availability of such insurance in such amounts on commercially reasonable terms.

4.4 Insurance Certificates. No later than the date that use of the School Property is secured and no later than August 1 of each subsequent year, the School Corporation shall deliver to the Board a certificate of insurance with respect to each insurance policy required pursuant to Section 4.3. Such certification shall be executed by each insurer providing insurance hereunder or its authorized representative and shall (1) identify underwriters, the type of insurance, the insurance limits and the policy term and (2) specifically list the special provisions enumerated for such insurance required by Section 4.3. Concurrently with the furnishing of the certification referred to in this Section 4.4, the School Corporation shall furnish the Board with a report of an independent insurance broker satisfactory to the Board, signed by an officer of such broker, stating that all premiums then due have been paid. In addition, the School Corporation will notify the Board in writing promptly of any default in the payment of any premium and of any other act or omission on the part of the School Corporation or the School Manager, if any, which may invalidate or render unenforceable, in whole or in part, any insurance being maintained pursuant to Section 4.3. Upon request by the Board, the School Corporation will promptly furnish the Board with copies of all insurance policies, binders and cover notes or other evidence of insurance relating to the insurance required to be maintained pursuant to Section 4.3.

4.5 <u>Transactions with Affiliates</u>. The School Corporation shall not, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the School Corporation, any member of the board of trustees of the School Corporation (the "**Board of**

Trustees") or any employee of the School Corporation unless the terms of such transaction (considering all the facts and circumstances) are no less favorable to the School Corporation than those that could be obtained at the time from a Person that is not such an Affiliate. "Affiliate" shall mean, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, that Person and, if such Person is an individual, any member of the immediate family (including parents, spouse, children and siblings) of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any Person who is controlled by any such member or trust; for purposes of the definition of "Affiliate," "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or by contract or otherwise. "Person" shall mean and include natural persons, corporations, limited liability companies, limited liability partnerships, limited partnerships, general partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, governments and agencies or other administrative or regulatory bodies thereof.

4.6 Costs. The School Corporation shall be responsible for all costs associated with its operation and the operation of the School including the costs of goods, services and the assessments administered pursuant to Section 3.3 hereof.

4.7 <u>No Agency</u>. The School Corporation shall disclose to all third parties entering into contracts with the School Corporation that the Board has no responsibility for the debts or actions of the School Corporation. The School Corporation shall not purport to act as the agent of the Board or the government of the District of Columbia with respect to any contract.

4.8 Inventory. The School Corporation shall maintain an inventory of all assets of the School Corporation purchased with District of Columbia public funds or federal funds. The School Corporation shall make such inventory available to the Board from time to time upon the Board's request.

SECTION 5. REPORTS

5.1 <u>Reporting Requirements</u>. The School Corporation shall deliver to the Board:

A. Annual Reports: no later than the date set annually by the Board, an annual report in a format acceptable to the Board which shall set forth the financial status, academic program and performance of the School Corporation as of the close of the prior academic year including all items required by Section 38-1802.04(c)(11)(B) of the Act, the results of any standardized tests not contained in the prior annual report delivered to the Board pursuant to this clause (A) (or in the case of the first annual report, any such results obtained prior to the submission of such report), an assessment of compliance with the PMF performance goals, objectives, standards, indicators or targets or any other basis for measuring the School's performance and such other items as the Board may reasonably request; such report shall be delivered to the Board in a paper format and transmitted electronically in a format acceptable to the Board; such report shall be made available to the public upon request;

B. Audited Financial Statements: as soon as available but no later than 120 days after the end of each Fiscal Year, audited financial statements for such Fiscal Year prepared in accordance with generally accepted auditing standards and the *Government Auditing Standards* issued by the Comptroller General of the United States, by an independent certified public accountant licensed in the District of Columbia and reasonably acceptable to the Board; such audited financial statements shall be made available to the public upon request; "Fiscal Year" shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year;

C. Quarterly Financial Reports: unless otherwise notified by the Board, the School Corporation shall prepare and submit to the Board within thirty (30) days after the end of each quarter (i) the balance sheet of the School Corporation at the end of each quarter and the related statements of income and cash flows of the School Corporation for such quarter and for the period from the beginning of the then current academic year to the end of quarter, all in reasonable detail and certified by the treasurer or chief financial officer of the School Corporation that they fairly present, in all material respects, the financial condition of the School Corporation as of the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments;; and (ii) notes to the balance sheet describing the financial status of the School Corporation including contributions (monetary or in-kind) in excess of \$500 and fundraising efforts for each quarter and for the period from the beginning of the then current academic year to the end of such quarter. These reports may include supplemental schedules as required by the Board;

D. Budget; Fiscal Year: no later than June 1 of each year starting June 1, 2000, an annual operating budget, an annual capital budget and cash flow projections (collectively, a "**Budget**") for the next succeeding Fiscal Year; the School Corporation's operating budget for the period from July 1, 2000 to June 30, 2002 is set forth in **Exhibit D** hereto; the School Corporation shall deliver to the Board no later than October 30, 2000 a revised operating budget for the period from July 1, 2000 to June 30, 2002; the School Corporation shall consider the comments of the Board, its staff and its agents with respect to

each Budget; if the Board has previously notified the School Corporation in writing that the School Corporation is on probation for fiscal management reasons and such notice has not been rescinded by the Board in writing, the School Corporation may only implement such Budget with the prior written approval of the Board;

E. **Enrollment Census:** on dates identified by the Board in writing, a report (i) identifying the number of students (including nonresident students and students receiving special education) currently enrolled in the School in each of (a) preschool, (b) prekindergarten, (c) grades kindergarten through 12, (d) adult, community and vocational programs and (e) nongrade level programs, (ii) identifying the number of students enrolled in the School and their grade levels who are any of the following: (a) nonresident students, (b) students receiving special education, (c) emergency migrants, (d) new or leaving students, (e) eligible for free or reduced meals or (f) students with limited English proficiency, (iii) setting forth the amount of fees and tuition assessed and collected from nonresident students currently enrolled in the School and (iv) certified by the chair of the Board of Trustees and the principal or other chief administrator of the School that such report is true and correct in all material respects; unless the Board notifies the School Corporation otherwise in writing, such report shall be in the format required by the Board of Education for similar reports from public schools in the District of Columbia and such count shall be conducted in a manner comparable to that required by the Board of Education for enrollment counts by District of Columbia Public Schools:

F. Attendance: the School will submit information about its students' attendance as required by all relevant policies in place by the Board;

G. Key Personnel Changes: promptly upon the chair of the Board of Trustees or an officer of the School Corporation obtaining knowledge of the departure or anticipated departure of a person from his or her position with the School Corporation who is a member of the Board of Trustees or an officer of the School Corporation or holds a key personnel position identified on Exhibit E hereto (but no later than the time the School Corporation announces such departure publicly), a notice identifying the person, the position such person is leaving, the date of such departure and the actions the School Corporation has taken or intends to take to replace such person;

H. Events of Default, Etc.: promptly upon the chair of the Board of Trustees or an officer of the School Corporation obtaining knowledge of any event or circumstance that could reasonably be expected to have a material adverse effect on the operation, properties, assets, condition (financial or otherwise), prospects or reputation of the School Corporation or the School including (i) any material breach of any covenant or agreement contained in this Agreement (including the Application or PMFs) or any Material Contract, (ii) any notice given to the School Corporation or any other action taken with respect to a claimed default under any financing obtained by the School Corporation, or (iii) the failure of the School Corporation to comply with the terms and conditions of any Authorization, a report in reasonable detail of the nature and date, if applicable, of such event or circumstance and the School Corporation's intended actions with respect thereto;

I. Litigation: (i) promptly upon a member of the Board of Trustees or an officer of the School Corporation obtaining knowledge of (a) the institution of or nonfrivolous

threat of any action, suit, proceeding, governmental investigation or arbitration against or affecting the School Corporation or any property thereof (collectively, "**Proceedings**") not previously disclosed in writing by the School Corporation to the Board, or (b) any material development in any Proceeding to which the School Corporation is a party or the School Corporation's property is subject, written notice thereof; (ii) no later than February 14 and August 14 of each year, a schedule of all Proceedings involving an alleged liability of, or claims against or affecting, the School Corporation or, if there has been no change since the last such report, a statement to that effect, and (iii) promptly after request by the Board, such other information as may be reasonably requested by the Board to enable the Board and its counsel to evaluate any of such Proceedings;

J. Authorizations: (i) within 45 days after the end of each Fiscal Year starting in Fiscal Year 2001, a certification by an officer of the School Corporation, a member of the Board of Trustees or the chief administrator of the School that all Authorizations required for the operation of the School and the lease or sublease, if any, of the School Property remain in full force and effect; and (ii) within 7 days after the School Corporation receives notice (whether formal or informal, written or oral) of any alleged failure of the School Corporation to comply with the terms and conditions of any Authorization, a report in reasonable detail of the nature and date, if applicable, of such notice and the School Corporation's intended actions with respect thereto;

K. Board of Trustees Meeting Minutes: Within 15 days after the end of each fiscal quarter, the School Corporation shall submit to the Board copies of all minutes of meetings of the Board of Trustees of the School Corporation (including any actions of the Board of Trustees taken by unanimous written consent in lieu of a meeting) during such fiscal quarter. Documents submitted to the Board pursuant to this clause (K) shall be accompanied by a certification by an officer of the School Corporation or a member of the Board of Trustees as to the completeness and accuracy of such documents; and

L. Other Information: such other reports, financial statements and information as the Board shall reasonably request.

5.2 Reports Required by the Act. The School Corporation shall comply with all reporting requirements set forth in the Act and shall provide the Board with a copy of each such report at the time the School Corporation provides such report to the Person required to receive such report under the Act.

SECTION 6. ORGANIZATION

6.1 <u>Organization</u>. A. The School Corporation is and shall remain a District of Columbia nonprofit corporation in accordance with the District of Columbia Nonprofit Corporation Act, as now and hereafter in effect, or any successor statute.

B. Copies of the School Corporation's articles of incorporation and bylaws are attached hereto as **Exhibit F** and **Exhibit G**, respectively. The School Corporation shall notify the Board in writing of any material change to its articles of incorporation or bylaws

within 30 days after the effective date of such change. The School Corporation shall consider any comments of the Board, its staff and its agents in connection with such change.

6.2 Tax-Exempt Status. The School Corporation shall obtain tax-exempt status from the federal government and the District of Columbia within two years from the date hereof and shall maintain such tax-exempt status.

Act.

6.3 Powers. The School Corporation shall have the powers set forth in the

6.4 Accreditation. The School Corporation shall comply with the accreditation requirements set forth in the Act.

6.5 Nonsectarian. The School Corporation and the School are and shall remain nonsectarian and are not and shall not be affiliated with a sectarian school or religious organization.

6.6 Financial Management. The School Corporation shall operate in accordance with generally accepted standards of fiscal management and shall maintain a system of accounting established and administered in accordance with sound business practices to permit preparation of the audited financial statements described in Section 5.1(B).

Board of Trustees. A. The School Corporation shall have a Board of **6.7** Trustees that complies with the requirements set forth in the Act. The Board of Trustees shall (i) set the policy for the School Corporation, (ii) be responsible for overseeing the academic and fiscal integrity of the School Corporation and assuring the School Corporation's compliance with this Agreement and the Act and (iii) select and evaluate the performance of the School Corporation's senior management.

Each member of the Board of Trustees shall act in an ethical manner **B**. consistent with its fiduciary obligations to the School.

6.8 Hiring. The School Corporation shall perform an initial background check with respect to each employee and each person who regularly volunteers at the School more than ten (10) hours a week prior to the commencement of such employment or volunteer assignment. The School Corporation shall consider the results of such background checks in its decision to employ or utilize such persons either directly or through a School Management Contract. From time to time as established by the School Corporation, the School Corporation shall conduct random background checks on each employee and each person who regularly volunteers at the School more than ten (10) hours a week, but at a minimum once every two (2) years.

6.9 Employee Handbook. The School Corporation shall develop and maintain an employee handbook in compliance with the Law.

6.10 Complaint Process. No later than 30 days prior to the beginning of the School's first academic year, the School Corporation shall deliver to the Board in writing a copy of the complaint resolution process that the School Corporation is required to maintain pursuant to the Act. The School Corporation shall notify the Board in writing of any proposed material

change to the complaint resolution process at least 45 days prior to the implementation of such change. The School Corporation shall consider any comments of the Board, its staff and its agents in connection with such complaint resolution process or any material change thereto.

SECTION 7. TERMINATION

7.1 <u>Termination</u>. **A.** This Agreement may be terminated and the charter of the School Corporation revoked:

- (i) by the Board in accordance with Section 38-1802.13 of the Act; or
- (ii) by mutual agreement of the parties hereto; or

(iii) by the Board if, in the reasonable judgment of the Board, any circumstance or condition shall exist at the School which jeopardizes the safety, health or welfare of any students at the School, and the School Corporation shall fail to remedy such circumstance or condition within 90 days after the Board delivers written notice to the School Corporation that the Board has determined such circumstance or condition exists.

If the School has begun operation, any such termination shall be effective at the end of the academic year unless the Board determines compelling circumstances require otherwise.

B. This Agreement shall be terminated:

(i) upon invalidation or termination of the statutory authority for the School to exist as a public charter school in the District of Columbia; or

(ii) upon termination of the Board or the Board's authority to oversee public charter schools in the District of Columbia unless the Board has assigned its rights and obligations under this Agreement pursuant to Section 9.2.

7.2 <u>Actions Upon Expiration or Termination</u>. Upon expiration or termination of this Agreement (the date upon which such charter expires or terminates, the "**Termination Date**"), the School Corporation shall:

A. if the School ceases operations on the Termination Date,

(i) promptly but no later than 60 days after the Termination Date, deliver all student records, reports, documents and files to the Board;

(ii) promptly but no later than 60 days after the Termination Date, transfer all other assets of the School Corporation purchased with District of Columbia public funds or federal funds as directed by the Board; and

(iii) for 5 years after the Termination Date, maintain all its other records, reports, documents and files of the School Corporation and shall not dispose of

such records, reports, documents and files without first offering them in writing to the Board;

B. if the Board of Education (or any other entity permitted by the Act to assume the management of the School) assumes management of the School pursuant to the terms of the Act, take such actions as the Board of Education (or such entity) shall reasonably require (subject to any rights of grantors, donors or creditors of the School Corporation);

C. if the Board of Education places the School in a probationary status pursuant to Section 38-1802.12(d)(5)(B) of the Act, take such actions as the Board of Education shall reasonably require;

D. if the School continues operations but not as a public school,

(i) promptly but no later than 60 days after the Termination Date, deliver to the Board all student records, reports, documents and files created during or covering periods during which the School was a public charter school;

(ii) promptly but no later than 60 days after the Termination Date, transfer all other assets of the School Corporation purchased with District of Columbia public funds or federal funds as directed by the Board; and

(iii) for 5 years after the Termination Date, maintain all its other records, reports, documents and files of the School Corporation created during or covering periods during which the School was a public charter school and shall not dispose of such records, reports, documents and files without first offering them in writing to the Board.

SECTION 8. COMPLIANCE

8.1 <u>Laws</u>. The School Corporation shall comply with all applicable Laws (including the Act) and Authorizations and shall from time to time and on a timely basis obtain, renew and comply with all Authorizations as shall now or hereafter be necessary under applicable Laws.

8.2 <u>Cooperation</u>. The School Corporation shall, and shall cause its trustees, officers, employees and contractors to, cooperate with the Board, its staff and its agents in connection with the Board's obligations to monitor the School Corporation.

8.3 <u>Access</u>. The School Corporation shall authorize and permit the Board, its staff and its agents to have access to the extent permitted by law, upon reasonable notice and in such manner as will not unreasonably interfere with the conduct of the School, to all of the School Corporation's properties, books, records, operating instructions and procedures, curriculum materials and all other information with respect to the operation of the School and the School Corporation that the Board may from time to time request, and to make copies of such books, records and other documents and to discuss the operation of the School Corporation's trustees, officers, employees, students, accountants, counsel, contractors and creditors, as the

Board considers necessary or appropriate for the purposes of evaluating the operation and performance of the School and the School Corporation in accordance with this Agreement and the Act. The School Corporation shall, and shall cause its trustees, officers, employees and contractors to, cooperate with the Board, its staff and its agents in connection with the foregoing activities.

8.4 School Emergency. If the Board determines (i) any event or circumstance could have a material adverse effect on the operation, properties, assets, condition (financial or otherwise), prospects or reputation of the School Corporation or the School, (ii) any action or failure to act by the School Corporation could threaten the health, safety, welfare or education of the students of the School, (iii) the School Corporation has failed to act in a fiscally responsible manner, or (iv) there has been a sudden and significant decrease in enrollment at the School (each of clause (i) through (iv), a "School Emergency"), then the Board of Trustees, upon the request of the Board, shall meet with the Board to discuss the School Corporation's response to such School Emergency to the reasonable satisfaction of the Board.

SECTION 9. MISCELLANEOUS

9.1 Administrative Fee. The School Corporation shall pay annually to the Board, no later than November 15 of each year, the maximum amount permitted by the Act to cover the administrative responsibilities of the Board. Notwithstanding the foregoing, the Board shall not seek any remedy against the School Corporation for failure to timely pay such fee if the School Corporation shall not have received the fall allocation of its annual academic year funding from the government of the District of Columbia by such date provided that the School Corporation pays the Board such fee within 5 business days of the School Corporation's receipt of such funding.

9.2 Assignment. This Agreement shall not be assignable by either party; provided that if the Board shall no longer have authority to charter public schools in the District of the Columbia, the Board may assign this Agreement to any entity authorized to charter or monitor public charter schools in the District of Columbia.

9.3 Definitional Provisions. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate. When a reference is made in this Agreement to an introduction, recital, section, appendix, exhibit or schedule, such reference shall be to the introduction, a recital, a section or a paragraph of, or an appendix, an exhibit or a schedule to, this Agreement unless otherwise indicated. The words "hereof", "herein" and "hereunder" and words of similar import shall be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Accounting terms not expressly defined in this Agreement shall have the respective meanings given to them under generally accepted accounting principles.

9.4 Entire Agreement; Amendments. This Agreement, together with all the attachments hereto (including the Application and PMFs as amended hereby), constitutes the entire agreement of the parties and all prior representations, understandings and agreements are merged herein and superseded by this Agreement. This agreement may not be amended or modified other than by a written agreement executed by the Board and the School Corporation; provided that the Board shall have the right to require that any amendment to this Agreement changing the curriculum, instructional method, grades, student ages or management of the School that differs substantially from the curriculum, instructional method, grades, student ages or management as set forth in the Application shall occur only in accordance with the procedures set forth in the Act.

9.5 Dispute Resolution. Subject to the last sentence of this Section 9.5, neither the School Corporation nor the Board shall exercise any legal remedy with respect to any dispute arising from this Agreement without (i) first providing a notice to the other party hereto setting forth a description of the dispute and (ii) thereafter, causing representatives of the School Corporation and the Board to meet and attempt in good faith to negotiate a resolution of such dispute. Nothing contained herein shall restrict the Board's ability to terminate this Agreement and revoke the School Corporation's charter in accordance with the terms of the Act.

9.6 Notices. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and shall be deemed to have been given when (a) delivered by hand (with written confirmation of receipt), (b) sent by telecopier (with written confirmation of receipt), provided that a copy is mailed by certified or registered mail, postage prepaid, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses and telecopier numbers set forth below (until notice of a change thereof is delivered as provided in this Section 9.6) shall be as follows:

If to the Board:

District of Columbia Public Charter School Board 1717 K Street, N.W. Suite 802 Washington, D.C. 20006 Attention: Chairperson

Telephone: (202) 887-5011 Telecopier: (202) 887-5026

If to the School Corporation:

Paul Public Charter School 5800 8th Street, NW Washington, D.C. 20011 Attention: Chairman of the Board of Trustees Telephone: (202) 576-6190 Telecopier: (202) 576-6196

9.7 Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of the Board in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

9.8 Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations, shall not in any way be affected or impaired thereby.

9.9 <u>Applicable Law</u>. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE DISTRICT OF COLUMBIA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

9.10 No Third Party Beneficiary. Nothing in this Agreement expressed or implied shall be construed to give any Person other than the parties hereto any legal or equitable rights under this Agreement.

9.11 Counterparts; Effectiveness. This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto and receipt by the School Corporation and the Board of written or telephonic notification of such execution and authorization of delivery thereof.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

PAUL PUBLIC CHARTER SCHOOL

By: Sterling Ward Title: Paul PCS Board Chair

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

m 1 By ſitl

=

SCHEDULE I

Maximum Enrollment

Grade	Academic Year 4 2013-2014	Academic Year 5 2014-2015	Academic Year 5 2015-2016*		
6	100	110	110		
7	160	160	160		
8	170	170	170		
9	140	140	140		
10	110	110	110		
11		95	95	-	
12			90	-	
	-			_	
Total	680	785	875		
Total	680	785	875		

*Paul PCS will undergo charter renewal in school year 2014-2015. Should the charter be renewed, the school's enrollment would grow to 875 in school year 2015-2016.

EXHIBIT A

APPLICATION

EXHIBIT B

RANDOM SELECTION PROCESS

EXHIBIT C

EXPULSION/SUSPENSION POLICIES

EXHIBIT D

INITIAL BUDGET

EXHIBIT E

KEY PERSONNEL

EXHIBIT F

ARTICLES OF INCORPORATION

EXHIBIT G

BYLAWS

Appendix C

CHARTER SCHOOL AGREEMENT

DATED AS OF MAY 25, 2000

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

PAUL JUNIOR HIGH PUBLIC CHARTER SCHOOL

TABLE OF CONTENTS

Section 1.	ESTABLISHMENT OF SCHOOL1
1.1	Charter1
1.2	Term; Renewal1
1.3	Location; Permits2
Section 2.	EDUCATIONAL PROGRAM
2.1	Mission Statement2
2.2	Age; Grade2
2.3	Enrollment2
2.4	Curriculum
2.5	Standards4
2.6	Students with Disabilities4
2.7	Student Policies; Expulsion and Suspension
Section 3.	EVALUATION4
3.1	Accountability Plan4
3.2	Corrective Action
3.3	Standardized Testing
Section 4.	CONTRACTS
4.1	Contracts5
4.2	Contracts for School Management
4.3	Insurance Coverage
4.4	Insurance Certificates
4.5	Transactions with Affiliates9
4.6	Costs9
4.7	No Agency9
4.8	Inventory9
Section 5.	REPORTS10
5.1	Reporting Requirements10
5.2	Reports Required by the Act

TABLE OF CONTENTS (continued)

Section 6.	ORGANIZATION13
6.1	Organization13
6.2	Tax-Exempt Status
6.3	Powers
6.4	Accreditation13
6.5	Nonsectarian13
6.6	Financial Management13
6.7	Board of Trustees
6.8	Hiring13
6.9	Employee Handbook14
6.10	Complaint Process14
Section 7.	TERMINATION14
7.1	Termination14
7.2	Actions Upon Expiration or Termination15
Section 8.	COMPLIANCE
8.1	Laws15
8.2	Cooperation16
8.3	Access16
8.4	School Emergency16
Section 9.	MISCELLANEOUS16
9.1	Administrative Fee16
9.2	Assignment16
9.3	Definitional Provisions17
9.4	Entire Agreement; Amendments17
9.5	Dispute Resolution
9.6	Notices
0.7	
9.7	Failure or Indulgence Not Waiver; Remedies Cumulative

TABLE OF CONTENTS (continued)

Page

9.9	Applicable Law	18
9.10	No Third Party Beneficiary	18
9.11	Counterparts; Effectiveness	18

TABLE OF DEFINITIONS

Accountability Plan	5
Act	
Affiliate	
Agreement	
Application	
Authorizations	
Board	
Board of Education	۰۰۰۰۰۰۰ ح
Board of Trustees	9 Q
Budget	11
Fiscal Year	
Implementation Date	
Interim Period	
Law	
Material Contract	6
Person	
Proceedings	
School	
School Corporation	
School Emergency	
School Management Contract	
School Manager	
School Property	
Termination Date	14

Page

CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this "Agreement") is dated as of May ____, 2000 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD (the "Board") and the PAUL JUNIOR HIGH PUBLIC CHARTER SCHOOL (the "School Corporation").

RECITALS

WHEREAS, pursuant to Section 2203 of the District of Columbia School Reform Act of 1995, as amended (as now and hereafter in effect, or any successor statute, the "Act"), the Board has the authority to approve petitions to establish charter schools in the District of Columbia;

WHEREAS, the School Corporation submitted a petition in accordance with Section 2202 of the Act to establish a public charter school (such petition, as amended through the date hereof, the "Application"; a copy is attached hereto as <u>Exhibit A</u>);

WHEREAS, the Board has (i) determined that the Application satisfies the requirements set forth in Subtitle B of the Act and (ii) approved the Application subject to the execution of this Agreement by the Board and the School Corporation; and

WHEREAS, the Board and the School Corporation hope to foster a cooperative and responsive working relationship;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Board and the School Corporation agree as follows:

SECTION 1. ESTABLISHMENT OF SCHOOL

1.1 <u>Charter</u>. The School Corporation shall establish a public charter school (the "School") in the District of Columbia and shall operate such school in accordance with the Act, this Agreement and the Application. The Application is incorporated in this Agreement and binding on the School Corporation. To the extent any provision in this Agreement conflicts with any provision of the Application, the provision in this Agreement shall govern. This Agreement and the Application shall constitute the School Corporation's charter for purposes of Section 2203(h)(2) of the Act.

1.2 <u>Term; Renewal</u>. A. This Agreement shall commence on the date hereof and shall continue for a term of fifteen years unless sooner terminated in accordance with Section 7.1 hereof.

B. The School Corporation may seek to renew its authority to operate the School as a public charter school in the District of Columbia pursuant to the terms of the Act and any rules established by the Board. If such renewal is granted by the Board, the Board and the School Corporation shall (i) renew this Agreement with amendments satisfactory to the Board

and the School Corporation or (ii) enter into a substitute agreement satisfactory to the Board and the School Corporation.

Location; Permits. The School shall be located at 5800 8th Street, NW, 1.3 Washington, D.C. 20011 (the School Corporation's fee or leasehold interest in such property, the "School Property"). At least 30 days prior to the first day of the School's first academic year, the School Corporation shall submit to the Board (i) a report regarding the status of all Authorizations required for the School Corporation's use of the School Property, including occupancy permits and health and safety approvals, and (ii) a report identifying any lease, sublease, deed or other instrument authorizing the use or evidencing the ownership of the School Property by the School Corporation and summarizing any financing entered into in connection therewith. The School shall not begin instruction of students at the School Property until the School Corporation has provided to the Board a copy of the certificate of occupancy for the School Property certified by an officer of the School Corporation, a member of the Board of Trustees or the chief administrator of the School as true, correct and complete. The School Corporation shall not operate the School at a location other than the School Property without the prior written consent of the Board. "Authorizations" shall mean (a) any consent, approval, license, ruling, permit, certification, exemption, filing, variance, order, decree, directive or other authorization of, by or with, (b) any notice to or from, (c) any declaration of or with, or (d) any registration with, any governmental authority, in each case relating to the operation of the School.

SECTION 2. EDUCATIONAL PROGRAM

2.1 <u>Mission Statement</u>. The School Corporation shall operate the School in accordance with the mission statement set forth in the Application.

2.2 <u>Age; Grade</u>. In its first academic year, the School shall instruct students in grades 7 through 9. In subsequent academic years, the School may instruct students in grades 7 through 9. The School shall not instruct students of any other grade without the prior written consent of the Board.

2.3 <u>Enrollment</u>. A. Enrollment in the School shall be open to any pupil in the grade range set forth in Section 2.2 who resides in the District of Columbia. Students who are not residents of the District of Columbia may be enrolled at the School to the extent permitted by the Act. The School Corporation shall determine whether each pupil resides in the District of Columbia according to the procedure set forth in the random selection process established pursuant to clause C below. Subject to clause B below, the School Corporation shall maintain an enrollment of no more than 726 pupils in its first academic year and no more than 726 pupils in subsequent academic years substantially in accordance with <u>Schedule I</u> attached hereto.

B. No later than April 1, 2005 and April 1, 2010, the School Corporation may petition the Board in writing to change the maximum enrollment of the School for the five academic years succeeding the deadline applicable to such petition. The Board shall review the petition and determine the maximum enrollment of the School for such five-year period. The School Corporation shall provide promptly to the Board any additional information requested by the Board in connection with such petition. Notwithstanding the foregoing, prior to the end of

any five-year period, the School Corporation may petition the Board to increase the maximum enrollment of the School by up to 5% from the original maximum enrollment for such five-year period provided that the School Corporation delivers to the Board (i) evidence that (a) the School Property has sufficient capacity to accommodate the increased enrollment, (b) the financial position of the School Corporation will improve as a result of such increase, (c) the quality of the educational program at the School is satisfactory and will not deteriorate as a result of such increase and (ii) such other items as the Board may request.

C. If eligible applicants for enrollment at the School for any academic year exceed the number of spaces available at the School for such academic year, the School Corporation shall select students pursuant to the random selection process set forth as Exhibit B attached hereto. The School Corporation shall notify the Board in writing of any material change to the random selection process at least 60 days prior to the date (as set forth in the notice to the Board) of the proposed implementation thereof. With respect to any such proposed change, the School Corporation shall consider any comments of the Board, its staff and its agents in connection with such change. The School Corporation shall not implement any material change to the random selection process unless after giving effect to such change the random selection process would (i) include (a) an annual deadline for enrollment applications that is fair and set in advance of such deadline and (b) a process for selecting students for each academic year (1) if applications submitted by the deadline exceed available spaces for such academic year, and (2) for spaces available after the beginning of such academic year, (ii) publicize the application deadline and the selection processes, and (iii) provide a procedure to determine whether applicants reside in the District of Columbia.

D. The School Corporation shall keep records of student enrollment and daily student attendance that are accurate and sufficient to permit preparation of the reports described in Sections 5.1E and Section 5.1F.

2.4 <u>Curriculum</u>. A. The School Corporation shall design and implement the educational program set forth in the Application, as modified in accordance with this Agreement. The School Corporation shall notify the Board in writing of any change in the curriculum or instructional method of the School that is a significant departure from the curriculum or instructional method in the plan set forth in the Application as amended in accordance with this Agreement at least 120 days prior to the date (as set forth in the notice to the Board) of the proposed implementation thereof (the "Implementation Date"). With respect to any such proposed change, the School Corporation shall consider any comments of the Board, its staff and its agents in connection with such change. The School Corporation shall provide promptly to the Board any materials requested by the Board in connection with such change in curriculum or instructional method.

B. The School Corporation shall not implement any material change in the curriculum or instructional method of the School without the prior written consent of the Board if:

(i) the Board has previously notified the School Corporation in writing that the School Corporation is on probation for failure to satisfy performance targets

3

set forth in the Accountability Plan and such notice has not been rescinded by the Board in writing; or

(ii) the Board determines in consultation with the School Corporation that such change would constitute a significant departure from the mission and goals set forth in the Application, as previously amended in accordance with this Agreement, and notifies the School Corporation of such determination in writing within 60 days after the Board receives notification of such change.

2.5 <u>Standards</u>. As part of its Accountability Plan, the School Corporation shall adopt student content and performance standards for all subject areas at all grade or other performance levels served by the School. The School's educational program shall be aligned with the School's content and performance standards.

2.6 <u>Students with Disabilities</u>. The School Corporation shall comply with all federal requirements concerning the education of students with disabilities and shall designate and notify the Board and the Director of the Office of Special Education of the District of Columbia Public Schools of the individual responsible for case management of the education of the School's students with disabilities. At least 30 days prior to the first day of the School's first academic year, the School Corporation shall notify the Board in writing of its election to act as either a local education agency or a District of Columbia Public School for purposes of Part B of the Individuals with Disabilities Education Act, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended. The School Corporation shall notify the Board in writing by April 1 prior to any academic year for which the School Corporation shall change such election from the current academic year.

2.7 <u>Student Policies; Expulsion and Suspension</u>. A. No later than 30 days prior to the beginning of the School's first academic year, the School Corporation shall deliver to the Board in writing copies of the policies governing students at the School. The School Corporation shall notify the Board in writing of any material change to such policies within 30 days of the adoption of such change. The School Corporation shall consider the comments of the Board, its staff and its agents in connection with such policies. Notwithstanding the foregoing, the policies regarding the expulsion or suspension of students shall be as set forth in <u>Exhibit C</u> hereto. The School Corporation shall make the policies governing students at the School available in writing to parents and students.

B. The School Corporation shall notify the Board promptly of any expulsion or any suspension of more than 5 school days of any student enrolled in the School.

SECTION 3. EVALUATION

3.1 <u>Accountability Plan</u>. A. The School Corporation shall develop an accountability plan setting forth (i) goals, content and performance standards and performance indicators for the School, (ii) specific annual and long-term performance targets for such performance indicators related to each goal, (iii) a method to measure the School's achievement of such performance targets, (iv) timelines for achieving performance targets set forth in the Accountability Plan, (v) procedures for taking corrective action when the School's performance

falls below such performance targets, (vi) strategies for reporting the School's performance and progress to parents, the community and the Board, and (vii) such other items as the Board may require. In developing or modifying an accountability plan, the School Corporation shall cooperate with the Board, its staff and its agents.

B. Within six months after the beginning of the School's first academic year, the School Corporation shall submit an accountability plan in writing to the Board. Upon notice to the School Corporation of the Board's approval of an accountability plan, such accountability plan (the "Accountability Plan") shall be attached to this Agreement and, without further action by the Board or the School Corporation, shall become a part hereof and be binding upon the School Corporation.

C. The School Corporation shall provide the Board written notice of any change in the Accountability Plan at least 120 days prior to the proposed implementation thereof. If such change significantly amends the performance goals, objectives, standards, indicators, targets or other basis against which the School Corporation has elected to have its performance judged, the School Corporation shall not implement such change without the prior written approval of the Board. With respect to any other proposed change in the Accountability Plan, the School Corporation shall consider any comments of the Board, its staff and its agents in connection with such change. With respect to any proposed change in the Accountability Plan requiring the Board's approval, the Board shall rule on such change within 90 days after the Board's receipt thereof.

3.2 <u>Corrective Action</u>. In connection with the Board's review of the School's performance, if the Board determines that the School is not progressing toward one or more performance goals set forth in the Accountability Plan or that the quality of the School's educational program is not satisfactory, then the Board, in consultation with the School Corporation, may require the School Corporation to develop and implement a corrective action plan. Nothing contained herein shall restrict the Board's ability to revoke the School Corporation's charter in accordance with the Act.

3.3 <u>Standardized Testing</u>. At a minimum, the School Corporation shall administer, in accordance with the policies of the governmental body responsible for the District of Columbia Public Schools (the "**Board of Education**"), any District-wide assessments used to measure student achievement required by the Board of Education to be administered in public schools in the District of Columbia covering the same grades or ages as the School and the results of which the Board of Education intends to make publicly available; provided that with respect to students receiving special education, the School Corporation shall only be required to administer tests related to such students' individual education plans.

SECTION 4. CONTRACTS

4.1 <u>Contracts</u>. A. Within 45 days after the end of each fiscal quarter, the School Corporation shall submit to the Board with respect to each contract (other than an employment contract) entered into, materially amended or terminated during such fiscal quarter that has (i) a value equal to or in excess of \$10,000, or (ii) a term that exceeds one Fiscal Year, a list of the following items: (a) the parties, (b) an indication of whether any party is an Affiliate

(as defined in Section 4.5) of the School Corporation, (c) the product or service that is the subject of such contract, and (d) whether the value of such contract equals or exceeds \$50,000 or such other threshold as the Board may determine in writing.

B. By October 1 of the School's first academic year and by October 1 of each subsequent year in which there is a change, the School Corporation shall submit to the Board a range of salaries and benefits in effect for each category of employees identified by the School Corporation. Within 45 days after the end of each fiscal quarter, the School Corporation shall submit to the Board a list of each employment contract entered into, materially amended or terminated during such fiscal quarter which provides an annual salary and benefits package in excess of the relevant range delivered to the Board pursuant to the preceding sentence.

C. Each contract described in clause A or B above shall be referred to herein as a "Material Contract." Upon the request of the Board, the School Corporation shall deliver to the Board copies of any Material Contract.

4.2 <u>Contracts for School Management</u>. A. Without the prior written consent of the Board, the School Corporation shall not (i) enter into any contract (a "School Management Contract") for the management of the School by another entity, (ii) cancel or terminate or provide a notice of cancellation or termination of any School Management Contract or consent to or accept any cancellation or termination thereof, or (iii) enter into any material amendment, modification or supplement of any School Management Contract.

B. If the Board has previously notified the School Corporation in writing that the School Corporation is on probation for failure to satisfy performance targets set forth in the Accountability Plan or for fiscal management reasons and such notice has not been rescinded by the Board in writing, the School Corporation shall notify the Board in writing 5 business days prior to taking any of the following actions: (1) waiving any material default under, or material breach of, any School Management Contract or waiving, failing to enforce, forgiving, compromising, settling, adjusting or releasing any material right, interest or entitlement, howsoever arising, under, or in respect of any School Management Contract, or giving any consent, waiver or approval under any School Management Contract, or in any way varying, or agreeing to the variation of, any material provision of any School Management Contract or of the performance of any material covenant or obligation by any other party under any School Management Contract, or (2) providing any notice, request or other document permitted or required to be provided pursuant to any School Management Contract affecting any material rights, benefits or obligations under any such School Management Contract in any material respect. If the Board so notifies the School Corporation in writing prior to the intended date of such action, the Board shall have the right to approve such action, and the School Corporation shall not take such action without the prior written consent of the Board.

4.3 <u>Insurance Coverage</u>. A. The School Corporation shall procure and maintain in full force and effect at all times, from and after use of the School Property is secured, insurance policies with an independent insurance broker with a license in the District of Columbia providing at least the limits and coverage provisions set forth below:

(i) Workers' compensation insurance as required by applicable Law. "Law" shall mean any statute, law, constitutional provision, code, regulation, ordinance, rule, judgment, order, decree, permit, concession, grant, franchise, license, agreement, directive, binding guideline or policy or rule of common law, requirement of, or other governmental restriction of or determination by, or any interpretation of any of the foregoing by, any governmental authority, whether now or hereafter in effect.

(ii) General liability insurance on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage. Such insurance shall provide coverage with a \$1,000,000 minimum limit per occurrence for combined bodily injury and property damage, a maximum deductible of \$2,500 per occurrence and aggregate limits of liability of at least \$2,000,000.

(iii) Automobile liability insurance against claims for personal injury (including bodily injury and death) and property damage covering all owned, lease non-owned and hired motor vehicles, including loading and unloading, with a \$1,000,000 minimum limit per occurrence for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable.

(iv) Excess liability insurance on an occurrence basis covering claims in excess of the underlying insurance described in the foregoing clauses (ii) and (iii), with (a) if the School provides transportation for any of its students, a \$5,000,000 minimum limit per occurrence and (b) otherwise, a \$3,000,000 minimum limit per occurrence; provided that aggregate limits of liability, if any, shall apply separately to each location.

Property damage insurance on an "all risk" basis, boiler and machinery (v) insurance on a comprehensive basis and providing coverage for (a) the School Corporation in a minimum aggregate amount equal to the "full insurable value" of the School Property, and (b) attorneys' fees, engineering and other consulting costs, and permit fees directly incurred in order to repair or replace damaged insured property in a minimum amount sufficient to cover 100% of the cost to reconstruct the School Property. For purposes of this clause (v), "full insurable value" shall mean the full replacement value of the School Property, including any improvements, equipment, fuel and supplies, without deduction for physical depreciation and/or obsolescence; all such policies may have deductibles of not greater than \$2,500 per occurrence; provided that to the extent such policies do not have such deductibles, the School Corporation shall establish adequate reserves or other appropriate provisions, if any, as shall be required by the Board. Such insurance shall (x) not include any coinsurance provision, (y) provide for increased cost of construction and loss to undamaged property as a result of enforcement of building Laws with sub-limits not less than 10% of the "full insurable value" of the School Property, and (z) include debris removals with a sub-limit of not less than \$50,000. The property damage coverage shall not

contain an exclusion for freezing, mechanical breakdown, loss or damage covered under any guarantee or warranty, or resultant damage caused by faulty workmanship, design or materials.

(vi) Directors and officers liability insurance and professional liability insurance with a \$1,000,000 minimum limit per occurrence. The policies for such insurance shall name the Board of Trustees, the School Corporation, School employees and School volunteers as insureds.

(vii) Educators legal liability insurance with a \$1,000,000 minimum limit per occurrence.

B. If the School Corporation has entered into a School Management Contract, the School Corporation shall require the Person managing the School pursuant to that School Management Contract (the "School Manager") to maintain management professional liability insurance with a \$1,000,000 minimum limit per occurrence.

C. The School Corporation may satisfy its obligations under this Section 4.3 by being an additional named insured on insurance policies of an Affiliate of the School Corporation or the School Manager, if any, providing the School Corporation the coverage required pursuant to this Section 4.3 to the same extent as if the School Corporation obtained such required insurance itself.

D. All policies of insurance required to be maintained pursuant to clause A (except subclauses (vi) and (vii)) shall be endorsed to name the Board and its directors, officers, employees and agents as additional insureds. All policies of insurance required to be maintained pursuant to this Section 4.3 shall be endorsed to provide that the insurer is required to provide the Board with at least 30 days' prior notice of substantial reduction in coverage or amount (other than a reduction in coverage or amount resulting from a payment thereunder), cancellation or non-renewal of any policy. The Board may from time to time, by written notice to the School Corporation, amend the amount and scope of insurance coverage required by this Section 4.3 to include such additional insurance coverage which, in the reasonable opinion of the Board, is generally maintained with respect to schools by prudent school management, subject to the availability of such insurance in such amounts on commercially reasonable terms.

4.4 Insurance Certificates. No later than the date that use of the School Property is secured and no later than August 1 of each subsequent year, the School Corporation shall deliver to the Board a certificate of insurance with respect to each insurance policy required pursuant to Section 4.3. Such certification shall be executed by each insurer providing insurance hereunder or its authorized representative and shall (1) identify underwriters, the type of insurance, the insurance limits and the policy term and (2) specifically list the special provisions enumerated for such insurance required by Section 4.3. Concurrently with the furnishing of the certification referred to in this Section 4.4, the School Corporation shall furnish the Board with a report of an independent insurance broker satisfactory to the Board, signed by an officer of such broker, stating that all premiums then due have been paid. In addition, the School Corporation will notify the Board in writing promptly of any default in the payment of any premium and of any other act or omission on the part of the School Corporation or the School Manager, if any, which may invalidate or render unenforceable, in whole or in part, any insurance being maintained pursuant to Section 4.3. Upon request by the Board, the School Corporation will promptly furnish the Board with copies of all insurance policies, binders and cover notes or other evidence of insurance relating to the insurance required to be maintained pursuant to Section 4.3.

4.5 Transactions with Affiliates. The School Corporation shall not, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the School Corporation, any member of the board of trustees of the School Corporation (the "Board of Trustees") or any employee of the School Corporation unless the terms of such transaction (considering all the facts and circumstances) are no less favorable to the School Corporation than those that could be obtained at the time from a Person that is not such an Affiliate. "Affiliate" shall mean, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, that Person and, if such Person is an individual, any member of the immediate family (including parents, spouse, children and siblings) of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any Person who is controlled by any such member or trust; for purposes of the definition of "Affiliate," "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or by contract or otherwise. "Person" shall mean and include natural persons, corporations, limited liability companies, limited liability partnerships, limited partnerships, general partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, governments and agencies or other administrative or regulatory bodies thereof.

4.6 <u>Costs</u>. The School Corporation shall be responsible for all costs associated with its operation and the operation of the School including the costs of goods, services and the assessments administered pursuant to Section 3.3 hereof.

4.7 <u>No Agency</u>. The School Corporation shall disclose to all third parties entering into contracts with the School Corporation that the Board has no responsibility for the debts or actions of the School Corporation. The School Corporation shall not purport to act as the agent of the Board or the government of the District of Columbia with respect to any contract.

4.8 <u>Inventory</u>. The School Corporation shall maintain an inventory of all assets of the School Corporation purchased with District of Columbia public funds or federal funds. The School Corporation shall make such inventory available to the Board from time to time upon the Board's request.

SECTION 5. REPORTS

5.1 <u>Reporting Requirements</u>. The School Corporation shall deliver to the Board:

A. Annual Reports: no later than November 1 of each year, beginning November 1, 2001, an annual report in a format acceptable to the Board which shall set forth the financial status, academic program and performance of the School Corporation as of the close of the prior academic year including all items required by Section 2204(c)(11)(B) of the Act, the results of any standardized tests not contained in the prior annual report delivered to the Board pursuant to this clause A (or in the case of the first annual report, any such results obtained prior to the submission of such report), an assessment of compliance with the performance goals, objectives, standards, indicators or targets or any other basis for measuring the School's performance set forth in the Accountability Plan and such other items as the Board may reasonably request; such report shall be delivered to the Board in a paper format and transmitted electronically in a format acceptable to the Board; such report shall be made available to the public upon request;

B. Audited Financial Statements: as soon as available but no later than 120 days after the end of each Fiscal Year, audited financial statements for such Fiscal Year prepared in accordance with generally accepted auditing standards and the *Government Auditing Standards* issued by the Comptroller General of the United States, by an independent certified public accountant licensed in the District of Columbia and reasonably acceptable to the Board; such audited financial statements shall be made available to the public upon request; "Fiscal Year" shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year;

С. Interim Financial Reports: as soon as available and in any event within 45 days after the end of each Interim Period starting with the Interim Period beginning July 1, 2000, (i) the balance sheet of the School Corporation as at the end of such Interim Period and the related statements of income and cash flows of the School Corporation for such Interim Period and for the period from the beginning of the then current Fiscal Year to the end of such Interim Period, all in reasonable detail and certified by the treasurer or chief financial officer of the School Corporation that they fairly present, in all material respects, the financial condition of the School Corporation as at the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments, and (ii) notes to the balance sheet describing the financial status of the School Corporation including contributions (monetary or in-kind) in excess of \$500 and fundraising efforts for such Interim Period and for the period from the beginning of the then current Fiscal Year to the end of such Interim Period; "Interim Period" shall mean (x) initially, month and (y) from time to time thereafter, upon written notice by the Board to the School Corporation, the period designated by the Board in such notice; the Board may require the School Corporation to submit the financial reports to be delivered pursuant to this Section 5.1C on a computer disk or in another electronic format compatible with software designated by the Board from time to time; notwithstanding the foregoing, the School Corporation may deliver the reports required pursuant to this clause C for July and August 2000 on October 15, 2000;

D. Budget; Fiscal Year: no later than June 1 of each year starting June 1, 2000, an annual operating budget, an annual capital budget and cash flow projections (collectively, a "**Budget**") for the next succeeding Fiscal Year; the School Corporation's operating budget for the period from July 1, 2000 to June 30, 2002 is set forth in <u>Exhibit D</u> hereto; the School Corporation shall deliver to the Board no later than October 30, 2000 a revised operating budget for the period from July 1, 2000 to June 30, 2002; the School Corporation shall consider the comments of the Board, its staff and its agents with respect to each Budget; if the Board has previously notified the School Corporation in writing that the School Corporation is on probation for fiscal management reasons and such notice has not been rescinded by the Board in writing, the School Corporation may only implement such Budget with the prior written approval of the Board;

E. Enrollment Census: on dates identified by the Board in writing, a report (i) identifying the number of students (including nonresident students and students receiving special education) currently enrolled in the School in each of (a) preschool, (b) prekindergarten, (c) grades kindergarten through 12, (d) adult, community and vocational programs and (e) nongrade level programs, (ii) identifying the number of students enrolled in the School and their grade levels who are any of the following: (a) nonresident students, (b) students receiving special education, (c) emergency migrants, (d) new or leaving students, (e) eligible for free or reduced meals or (f) students with limited English proficiency, (iii) setting forth the amount of fees and tuition assessed and collected from nonresident students currently enrolled in the School and (iv) certified by the chair of the Board of Trustees and the principal or other chief administrator of the School that such report is true and correct in all material respects; unless the Board notifies the School Corporation otherwise in writing, such report shall be in the format required by the Board of Education for similar reports from public schools in the District of Columbia and such count shall be conducted in a manner comparable to that required by the Board of Education for enrollment counts by District of Columbia Public Schools;

F. Attendance: no later than 15 days after the end of each month during the academic year, a report listing the average daily attendance for the School during such month;

G. Key Personnel Changes: promptly upon the chair of the Board of Trustees or an officer of the School Corporation obtaining knowledge of the departure or anticipated departure of a person from his or her position with the School Corporation who is a member of the Board of Trustees or an officer of the School Corporation or holds a key personnel position identified on <u>Exhibit E</u> hereto (but no later than the time the School Corporation announces such departure publicly), a notice identifying the person, the position such person is leaving, the date of such departure and the actions the School Corporation has taken or intends to take to replace such person;

H. Events of Default, Etc.: promptly upon the chair of the Board of Trustees or an officer of the School Corporation obtaining knowledge of any event or circumstance that could reasonably be expected to have a material adverse effect on the operation, properties, assets, condition (financial or otherwise), prospects or reputation of the School Corporation or the School including (i) any material breach of any covenant or agreement contained in this Agreement (including the Application or Accountability Plan) or any Material Contract, (ii) any notice given to the School Corporation or any other action taken with respect to a claimed default

under any financing obtained by the School Corporation, or (iii) the failure of the School Corporation to comply with the terms and conditions of any Authorization, a report in reasonable detail of the nature and date, if applicable, of such event or circumstance and the School Corporation's intended actions with respect thereto;

I. Litigation: (i) promptly upon a member of the Board of Trustees or an officer of the School Corporation obtaining knowledge of (a) the institution of or nonfrivolous threat of any action, suit, proceeding, governmental investigation or arbitration against or affecting the School Corporation or any property thereof (collectively, "**Proceedings**") not previously disclosed in writing by the School Corporation to the Board, or (b) any material development in any Proceeding to which the School Corporation is a party or the School Corporation's property is subject, written notice thereof; (ii) no later than February 14 and August 14 of each year, a schedule of all Proceedings involving an alleged liability of, or claims against or affecting, the School Corporation or, if there has been no change since the last such report, a statement to that effect, and (iii) promptly after request by the Board, such other information as may be reasonably requested by the Board to enable the Board and its counsel to evaluate any of such Proceedings;

J. Authorizations: (i) within 45 days after the end of each Fiscal Year starting in Fiscal Year 2001, a certification by an officer of the School Corporation, a member of the Board of Trustees or the chief administrator of the School that all Authorizations required for the operation of the School and the lease or sublease, if any, of the School Property remain in full force and effect; and (ii) within 7 days after the School Corporation receives notice (whether formal or informal, written or oral) of any alleged failure of the School Corporation to comply with the terms and conditions of any Authorization, a report in reasonable detail of the nature and date, if applicable, of such notice and the School Corporation's intended actions with respect thereto;

K. Board of Trustees Meeting Minutes: Within 15 days after the end of each fiscal quarter, the School Corporation shall submit to the Board copies of all minutes of meetings of the Board of Trustees of the School Corporation (including any actions of the Board of Trustees taken by unanimous written consent in lieu of a meeting) during such fiscal quarter. Documents submitted to the Board pursuant to this clause K shall be accompanied by a certification by an officer of the School Corporation or a member of the Board of Trustees as to the completeness and accuracy of such documents; and

L. Other Information: such other reports, financial statements and information as the Board shall reasonably request.

5.2 <u>Reports Required by the Act</u>. The School Corporation shall comply with all reporting requirements set forth in the Act and shall provide the Board with a copy of each such report at the time the School Corporation provides such report to the Person required to receive such report under the Act.

SECTION 6. ORGANIZATION

6.1 <u>Organization</u>. A. The School Corporation is and shall remain a District of Columbia nonprofit corporation in accordance with the District of Columbia Nonprofit Corporation Act, as now and hereafter in effect, or any successor statute.

B. Copies of the School Corporation's articles of incorporation and bylaws are attached hereto as Exhibit F and Exhibit G, respectively. The School Corporation shall notify the Board in writing of any material change to its articles of incorporation or bylaws within 30 days after the effective date of such change. The School Corporation shall consider any comments of the Board, its staff and its agents in connection with such change.

6.2 <u>Tax-Exempt Status</u>. The School Corporation shall obtain tax-exempt status from the federal government and the District of Columbia within two years from the date hereof and shall maintain such tax-exempt status.

Act.

6.3 <u>Powers</u>. The School Corporation shall have the powers set forth in the

6.4 <u>Accreditation</u>. The School Corporation shall comply with the accreditation requirements set forth in the Act.

6.5 <u>Nonsectarian</u>. The School Corporation and the School are and shall remain nonsectarian and are not and shall not be affiliated with a sectarian school or religious organization.

6.6 <u>Financial Management</u>. The School Corporation shall operate in accordance with generally accepted standards of fiscal management and shall maintain a system of accounting established and administered in accordance with sound business practices to permit preparation of the audited financial statements described in Section 5.1B.

6.7 <u>Board of Trustees</u>. A. The School Corporation shall have a Board of Trustees that complies with the requirements set forth in the Act. The Board of Trustees shall (i) set the policy for the School Corporation, (ii) be responsible for overseeing the academic and fiscal integrity of the School Corporation and assuring the School Corporation's compliance with this Agreement and the Act and (iii) select and evaluate the performance of the School Corporation's senior management.

B. Each member of the Board of Trustees shall act in an ethical manner consistent with its fiduciary obligations to the School.

6.8 <u>Hiring</u>. The School Corporation shall perform an initial background check with respect to each employee and each person who regularly volunteers at the School more than 10 hours a week prior to the commencement of such employment or volunteer assignment. The School Corporation shall conduct such other background checks as the Board may direct in accordance with such timetable as the Board may establish. The School Corporation shall consider the results of such background checks in its decision to employ or utilize such persons.

6.9 <u>Employee Handbook</u>. The School Corporation shall develop and maintain an employee handbook in compliance with Law.

6.10 <u>Complaint Process</u>. No later than 30 days prior to the beginning of the School's first academic year, the School Corporation shall deliver to the Board in writing a copy of the complaint resolution process that the School Corporation is required to maintain pursuant to the Act. The School Corporation shall notify the Board in writing of any proposed material change to the complaint resolution process at least 45 days prior to the implementation of such change. The School Corporation shall consider any comments of the Board, its staff and its agents in connection with such complaint resolution process or any material change thereto.

SECTION 7. TERMINATION

7.1 <u>Termination</u>. A. This Agreement may be terminated and the charter of the School Corporation revoked:

(i) by the Board in accordance with Section 2213 of the Act; or

(ii) by mutual agreement of the parties hereto; or

(iii) by the Board if, in the reasonable judgment of the Board, any circumstance or condition shall exist at the School which jeopardizes the safety, health or welfare of any students at the School, and the School Corporation shall fail to remedy such circumstance or condition within 90 days after the Board delivers written notice to the School Corporation that the Board has determined such circumstance or condition exists; or

(iv) by the Board, if the School Corporation fails to secure use of the School Property by August 1, 2001; or

(v) by the Board, if the School fails to begin instructing students by December 31, 2001.

If the School has begun operation, any such termination shall be effective at the end of the academic year unless the Board determines compelling circumstances require otherwise.

B. This Agreement shall be terminated:

(i) upon invalidation or termination of the statutory authority for the School to exist as a public charter school in the District of Columbia; or

(ii) upon termination of the Board or the Board's authority to oversee public charter schools in the District of Columbia unless the Board has assigned its rights and obligations under this Agreement pursuant to Section 9.2.

7.2 <u>Actions Upon Expiration or Termination</u>. Upon expiration or termination of this Agreement (the date upon which such charter expires or terminates, the "**Termination Date**"), the School Corporation shall:

A. if the School ceases operations on the Termination Date,

(i) promptly but no later than 60 days after the Termination Date, deliver all student records, reports, documents and files to the Board;

(ii) promptly but no later than 60 days after the Termination Date, transfer all other assets of the School Corporation purchased with District of Columbia public funds or federal funds as directed by the Board; and

(iii) for 5 years after the Termination Date, maintain all its other records, reports, documents and files of the School Corporation and shall not dispose of such records, reports, documents and files without first offering them in writing to the Board;

B. if the Board of Education (or any other entity permitted by the Act to assume the management of the School) assumes management of the School pursuant to the terms of the Act, take such actions as the Board of Education (or such entity) shall reasonably require (subject to any rights of grantors, donors or creditors of the School Corporation);

C. if the Board of Education places the School in a probationary status pursuant to Section 2212(d)(5)(B) of the Act, take such actions as the Board of Education shall reasonably require;

D. if the School continues operations but not as a public school,

(i) promptly but no later than 60 days after the Termination Date, deliver to the Board all student records, reports, documents and files created during or covering periods during which the School was a public charter school;

(ii) promptly but no later than 60 days after the Termination Date, transfer all other assets of the School Corporation purchased with District of Columbia public funds or federal funds as directed by the Board; and

(iii) for 5 years after the Termination Date, maintain all its other records, reports, documents and files of the School Corporation created during or covering periods during which the School was a public charter school and shall not dispose of such records, reports, documents and files without first offering them in writing to the Board.

SECTION 8. COMPLIANCE

8.1 <u>Laws</u>. The School Corporation shall comply with all applicable Laws (including the Act) and Authorizations and shall from time to time and on a timely basis obtain,

renew and comply with all Authorizations as shall now or hereafter be necessary under applicable Laws.

8.2 <u>Cooperation</u>. The School Corporation shall, and shall cause its trustees, officers, employees and contractors to, cooperate with the Board, its staff and its agents in connection with the Board's obligations to monitor the School Corporation.

8.3 <u>Access</u>. The School Corporation shall authorize and permit the Board, its staff and its agents to have access to the extent permitted by law, upon reasonable notice and in such manner as will not unreasonably interfere with the conduct of the School, to all of the School Corporation's properties, books, records, operating instructions and procedures, curriculum materials and all other information with respect to the operation of the School and the School Corporation that the Board may from time to time request, and to make copies of such books, records and other documents and to discuss the operation of the School Corporation's trustees, officers, employees, students, accountants, counsel, contractors and creditors, as the Board considers necessary or appropriate for the purposes of evaluating the operation and performance of the School and the School Corporation shall, and shall cause its trustees, officers, employees and contractors to, cooperate with the Board, its staff and its agents in connection with the foregoing activities.

8.4 School Emergency. If the Board determines (i) any event or circumstance could have a material adverse effect on the operation, properties, assets, condition (financial or otherwise), prospects or reputation of the School Corporation or the School, (ii) any action or failure to act by the School Corporation could threaten the health, safety, welfare or education of the students of the School, (iii) the School Corporation has failed to act in a fiscally responsible manner, or (iv) there has been a sudden and significant decrease in enrollment at the School (each of clause (i) through (iv), a "School Emergency"), then the Board of Trustees, upon the request of the Board, shall meet with the Board to discuss the School Corporation's response to such School Emergency. The School Corporation shall cooperate with the Board to resolve such School Emergency to the reasonable satisfaction of the Board.

SECTION 9. MISCELLANEOUS

9.1 <u>Administrative Fee</u>. The School Corporation shall pay annually to the Board, no later than November 15 of each year, the maximum amount permitted by the Act to cover the administrative responsibilities of the Board. Notwithstanding the foregoing, the Board shall not seek any remedy against the School Corporation for failure to timely pay such fee if the School Corporation shall not have received the fall allocation of its annual academic year funding from the government of the District of Columbia by such date <u>provided</u> that the School Corporation pays the Board such fee within 5 business days of the School Corporation's receipt of such funding.

9.2 <u>Assignment</u>. This Agreement shall not be assignable by either party; provided that if the Board shall no longer have authority to charter public schools in the District of the Columbia, the Board may assign this Agreement to any entity authorized to charter or monitor public charter schools in the District of Columbia.

9.3 Definitional Provisions. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate. When a reference is made in this Agreement to an introduction, recital, section, appendix, exhibit or schedule, such reference shall be to the introduction, a recital, a section or a paragraph of, or an appendix, an exhibit or a schedule to, this Agreement unless otherwise indicated. The words "hereof", "herein" and "hereunder" and words of similar import shall be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement, they shall be deemed to be followed by the words "without limitation." Accounting terms not expressly defined in this Agreement shall have the respective meanings given to them under generally accepted accounting principles.

9.4 <u>Entire Agreement; Amendments</u>. This Agreement, together with all the attachments hereto (including the Application and Accountability Plan as amended hereby), constitutes the entire agreement of the parties and all prior representations, understandings and agreements are merged herein and superseded by this Agreement. This agreement may not be amended or modified other than by a written agreement executed by the Board and the School Corporation; <u>provided</u> that the Board shall have the right to require that any amendment to this Agreement changing the curriculum, instructional method, grades, student ages or management of the School that differs substantially from the curriculum, instructional method, grades, student ages or management as set forth in the Application shall occur only in accordance with the procedures set forth in the Act.

9.5 Dispute Resolution. Subject to the last sentence of this Section 9.5, neither the School Corporation nor the Board shall exercise any legal remedy with respect to any dispute arising from this Agreement without (i) first providing a notice to the other party hereto setting forth a description of the dispute and (ii) thereafter, causing representatives of the School Corporation and the Board to meet and attempt in good faith to negotiate a resolution of such dispute. Nothing contained herein shall restrict the Board's ability to terminate this Agreement and revoke the School Corporation's charter in accordance with the terms of the Act.

9.6 <u>Notices</u>. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and shall be deemed to have been given when (a) delivered by hand (with written confirmation of receipt), (b) sent by telecopier (with written confirmation of receipt), provided that a copy is mailed by certified or registered mail, postage prepaid, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses and telecopier numbers set forth below (until notice of a change thereof is delivered as provided in this Section 9.6) shall be as follows: If to the Board:

District of Columbia Public Charter School Board 1717 K Street, N.W. Suite 802 Washington, D.C. 20006 Attention: Chairperson

Telephone: (202) 887-5011

Telecopier: (202) 887-5026

If to the School Corporation:

Paul Junior High Public Charter School 5800 8th Street, NW Washington, D.C. 20011 Attention: Board Director

Telephone: (202) 576-6190

Telecopier: (202) 576-6196

9.7 <u>Failure or Indulgence Not Waiver; Remedies Cumulative</u>. No failure or delay on the part of the Board in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

9.8 <u>Severability</u>. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations, shall not in any way be affected or impaired thereby.

9.9 <u>Applicable Law</u>. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE DISTRICT OF COLUMBIA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

9.10 <u>No Third Party Beneficiary</u>. Nothing in this Agreement expressed or implied shall be construed to give any Person other than the parties hereto any legal or equitable rights under this Agreement.

9.11 <u>Counterparts; Effectiveness</u>. This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which

when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto and receipt by the School Corporation and the Board of written or telephonic notification of such execution and authorization of delivery thereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

PAUL JUNIOR HIGH PUBLIC CHARTER **SCHOOL**

Cicile R. Middleton 3-25-00 By: Title: President

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

Josephine C. Baher 3/25/00 By: Title: Chair person

at any set -

Appendix D

August 25, 2003

Ms. Charlotte Cureton 5800 8th Street, NW Washington, DC 20011

Dear Ms. Cureton:

The District of Columbia Public Charter School Board is pleased to approve your request to amend your charter to include grades 5 and 6 beginning in school year 2004, subject to the conditions noted below. The Board requests that you furnish the following information as a condition to completing the review and approval:

- 1. An explanation of why you propose to include grades 5-9 in the school population, and a description of the research or model on which you based your decision, if applicable.
- 2. A list of the specific goals for your 5^{th} and 6^{th} graders.
- A description of the orientation program you plan for grades 5 and 6.
- 4. A description of the modifications or elaborations that you foresee regarding the use of DCPS standards.

We also require that a revised Accountability Plan that reflects the amended program be submitted. The contents of such plan are to be negotiated with the DC Public Charter School Board.

The Board has approved your request to change the school's name to Paul Public Charter School.

We ask that the response to the conditions for approval and a draft of the revised accountability plan be submitted no later than Friday, September 26, 2003. Should you have further questions, please contact Tamara Lumpkin, Deputy Director, at 202-328-2666.

Best wishes,

Thomas P. Loughlin Chairperson

Cc: Harold Bardonille

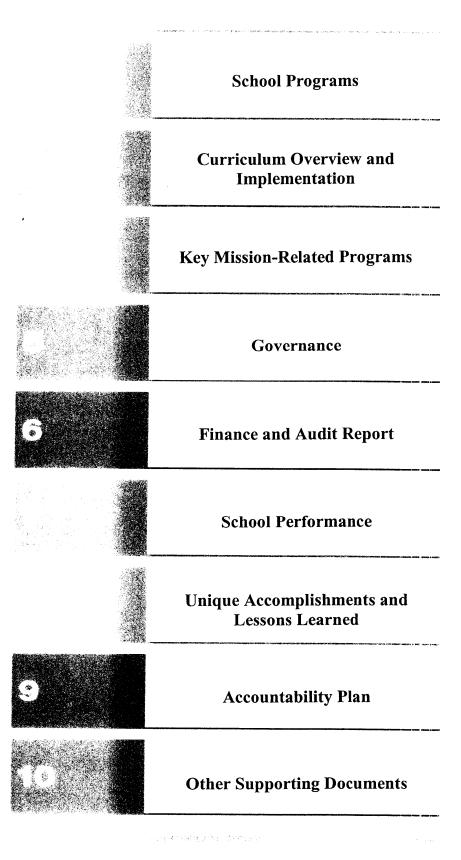
Appendix E



5800 Eighth Street, NW, Washington, DC 20011

ANNUAL REPORT SY 2004-2005

Introduction



Thursday, May 17, 2007.max

INTRODUCTION

The mission of Paul Public Charter School is to educate our students and to develop in them the capacity to be responsible citizens, independent thinkers and leaders. The school has identified the following nine components that are essential to its mission: (1) offering an intensive academic curriculum; (2) emphasizing technology; (3) developing an extended day program; (4) promoting tolerance; (5) fostering positive leadership; (6) engaging students in community service; (7) encouraging a collaborative work ethic; (8) cultivating an appreciation for the arts; and (9) instilling a desire for lifelong learning.

All children can learn and will benefit from an intensive academic program that is delivered in a nurturing and structured school environment. Paul provides a rigorous curriculum that involves students in a wide range of disciplines and experiences and further enriches learning by developing students into self-aware leaders and informed decision makers.

It is during the transition from elementary school to high school that many children choose the academic and social directions that can influence the balance of their lives. Paul Public Charter School recognizes the importance of equipping students to make informed choices by broadening their perspective, fostering the development of selfesteem, deepening their self-awareness, and refining their ability to make wise decisions by evaluating all sides of an issue. Students are taught to take ownership of their learning and how to be successful academically and otherwise.

The mission statement of Paul Public Charter School reflects the importance and centrality of education in the liberal arts and sciences and states the school's purpose and goals in a manner that corresponds to the way in which the curriculum is actually organized and taught. Paul's mission statement affirms the importance of providing each student with a curriculum that is both balanced and demanding. The overarching design of the school and its curriculum translates this belief into practice. Each student enrolls in a carefully sequenced course of study in mathematics, science, English, social studies, world languages, the visual and performing arts, physical fitness and health that has been tailored according to his or her individual needs.

To ensure that all courses are anchored on rigorous academic standards, Paul has adopted the Montgomery County Public Schools' curriculum. Faculty enriches this curriculum through the integration of technology and the arts, cross-curricular projects, and supplementary after school programs. Recognizing that successful students require more than academic instruction, all courses emphasize individual responsibility, the value of group discussion, and the development of critical thinking and communication skills.

The Paul mission statement recognizes the fact that a true liberal education stretches beyond broad course offerings. Learning is deepened when students are introduced to unfamiliar situations, encouraged to ask questions, exposed to world cultures, and challenged to connect their learning to their own experiences. Teachers in all disciplines use instructional strategies that provide these opportunities and work in teams to engage students in the curriculum at a level that instills a desire for lifelong learning. As students learn to recognize and apply their skills, they are able to approach challenges with enthusiasm and confidence.

Based on the nine components that are essential to its mission, Paul has identified the following educational objectives:

• Offer an intensive academic curriculum

 Paul provides a demanding curriculum that is anchored on rigorous academic standards. All students engage in a carefully sequenced study of mathematics, science, English, social studies, world languages, the visual and performing arts, physical fitness and health.

• Emphasize technology

• Students develop technical computer skills through exposure to technology in computer courses, use of the Technology Center, and the integration of computers into academic disciplines.

Develop an extended day program

• The extended day program is strategically designed to complement the school's mission, move students toward their learning goals, and provide new arenas for student success.

• Promote tolerance

• The students and faculty at Paul represent our diverse world. The Paul curriculum helps students build an understanding and appreciation of the similarities and differences among members of our school, community and world.

• Foster positive leadership

• The characteristics of effective leadership include the ability to articulate and discuss issues; build teams and consensus; and persistently work toward a goal. Faculty members model these traits and guide students as they develop and demonstrate leadership skills through classroom projects and co-curricular activities.

• Engage students in community service

- Serving the community helps students develop a sense of pride in their city and a feeling of responsibility to their neighbors. Paul offers meaningful opportunities for students to become active in their community.
- Encourage a cooperative and collaborative work ethic

• The ability to work effectively with others is a vital skill; developing this skill requires regular practice. Through regular teamwork exercises, Paul teaches its students how to communicate effectively, set common goals, make decisions, handle disagreement, and organize work.

• Cultivate an appreciation of the arts

Paul recognizes that the development of artistic interests and ability is an integral component in the overall development of the mind. The study of the arts broadens and enhances the skills students learn in other disciplines. Paul promotes a deep appreciation of the arts through regular integration into the curriculum and collaboration with the John F. Kennedy Center for the Performing Arts.

• Instill a desire for life-long learning

• By providing our students with engaging, motivating, and intriguing opportunities for learning, the Paul experience fosters the development of a love of learning for its own sake.

SCHOOL PROGRAMS

Dates of School Year 2004-05: __September 1, 2004 - June 17, 2005

Hours of Operation: 8:30 am -3:30 pm

Student Enrollment:

Enrollment: <u>574</u> Grades/Ages Served: <u>Grades 6, 7, 8, 9/ Ages 11-15</u>

 Race/Ethnicity:
 _75% African-American (non-Hispanic)

 _24% Hispanic
 _0% Asian/Pacific Islander

 <1% Caucasian (non-Hispanic)</td>
 _0% American Indian/Alaskan Native

 _0% Other
 _0% Other

<u>58%</u> Low-Income (qualifying for free or reduced cost lunch)

<u>__11%</u> Special Education <u>8</u> % LEP/NEP

<u>55</u> % Male <u>45</u> % Female

Average Class Size: 23

Average Daily Membership: <u>93%</u>

Re-enrollment rate: <u>85%*</u> (the percentage of students that were eligible to

re-enroll in Fall 2004 and did so)

Average Daily Attendance: <u>554</u>

Student Attrition:

Number of students transferring out of school: 23_____

Number of dropouts (students not enrolling in other educational program): <u>none</u> Grade Advancement:

Promotion rate: <u>98%</u> (the percentage of students that moved to the next grade level)

*Re-enrollment rate was calculated without including eighth graders who enrolled in high schools. Those students are eligible to re-enroll yet are encouraged to move on to competitive high schools starting in ninth grade. The eighth grade matriculation practice is an integral part of our mission and one our accountability plan targets.

Staff Data:

Poshide	Mumber	Nomber with Bashelors dogree	Nurmaer with Masters degree or	whit degree m lietd	field	Number meening NCLB Hoyr requirements
Director	NA		inter		, (optional)	
Principal	1	1	1	1		
Assistant Principal	1	1	1	1		
Classroom Teachers	30	30	11	22	17	28
Special Subject Teachers	5	5	4	5	4	5
Bilingual/ESL Teachers	1	1	0	0	0	0
Special Education Teachers	3	3	1	2	1	2
Vocational/Career Teachers	0	0	0	0	0	0
Building Resource Teachers	1	1	1	0	0	
Counselors	3	3	3	3	3	
Librarians/Media Specialists	1	1	1	1	1	
Coordinators	2	2	2	2	2	
Classroom Aides	10	N/A	N/A	N/A	N/A	
Title I Educational Aides	N/A	N/A	N/A	N/A	N/A	

Staff Attrition Rate: 93% (the percentage of teachers that were employed by the school at the beginning of the school year but were no longer employed by the end of the year)

Salary Range for teachers and administrators: \$_35,540 to \$_105,000

Secondary Schools:

)

Number of students graduating: <u>N/A</u>	
Number in graduating class at the start of the	year: <u>N/A</u>
Number taking SAT: <u>N/A</u> Average SAT	Score: <u>N/A</u> Math <u>N/A</u> Verbal
Number of AP courses: <u>N/A</u>	Number enrolling in AP courses: <u>N/A</u>
Number enrolling in college: <u>N/A</u>	

Key Leadership Positions at Paul Public Charter School

Barbara Nophlin- Head of School Charlotte Cureton- Deputy Head of School/Chief Operating Officer Francis Pickford- Director of Finance and Administration Kathy Byrd- Director of Academic Services Robert Mayo- Director of Student Services Talia Stevens- Systems Administrator Barbara Giles-Character Education Coordinator Mary Reed- Mentor Teacher

CURRICULUM DESIGN AND INSTRUCTIONAL APPROACH

The curriculum at Paul Public Charter School is structured to foster individual student growth. Over the course of their studies at Paul, students build rich content knowledge, effective reasoning skills, responsible habits, exposure to a larger worldview and an appreciation of their roles as individuals within the school, neighborhood, and global community.

Paul's educational focus provides for a balanced curriculum in the humanities and sciences based on clearly articulated standards leading to advanced placement at the high school level. English, science, mathematics, social studies and world languages form the core of our students' education. In addition to the five core disciplines, students study the visual and performing arts, technology, physical fitness and health.

In addition to specific content goals, the Paul curriculum makes students active participants in their learning process, teaches them to be accountable for their own successes and provides them with a greater understanding of the world and their role in it. Content standards and cross-curricular integration are designed to help students develop habits of questioning, analyzing, and making connections across the curriculum and to their own lives.

Paul Public Charter School adopted the Montgomery County Public Schools (MCPS) curriculum, which provides a foundation of rigorous standards upon which to build a comprehensive curriculum. As exemplified in the response to IIE (below), each department has integrated supplemental instructional programs tailored to fit the diverse learning needs of the student population.

Students demonstrate mastery of the standards through course projects, midterm and final examinations, and standardized testing. Before progressing to the next grade level, students are required to achieve mastery in the skill areas related to math, reading, social studies, science and world languages.

Students who would be entering seventh grade but whose reading and math performance falls significantly below grade level enter Paul's Preparatory Academy. The Preparatory Academy helps students meet the grade level standards by focusing on strategies for improving skills such as reading fluency, comprehension and mathematical problem solving. Once a student demonstrates mastery of the grade level standards, he or she is promoted to the regular seventh grade program.

To ensure that all graduates of Paul are prepared for the competitive public and private high schools in the District of Columbia, ninth grade students take high school level courses and earn Carnegie Units toward their high school graduation. Further, ninth grade students fulfill a 25 hour community service requirement that provides the opportunity to help others as well as meaningful job experience. All ninth students at Paul participate in the Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) program. The program is designed to increase the number of students from low-income communities who are prepared to enter and succeed in postsecondary education and serves a cohort of students from seventh grade through high school. GEAR UP's involvement at Paul gives students a chance to participate in a range of activities that enhance their academic preparation, build their understanding of college and financial assistance, and offer students and their families additional support services such as counseling or mentoring.

Before each school year, the faculty convenes for a "Teachers' Institute" to review academic requirements, plan curriculum implementation and develop instructional strategies. The faculty uses standardized test results and teacher assessments from the previous year to gauge the curriculum's effectiveness and identify areas of strength and weakness. The Director of Academic Programs and Department chairpersons lead teams of teachers in assessing performance and developing targeted improvements for the coming year.

Paul adopted the MCPS curriculum in school year 2003-2004 and began full implementation in school year 2004-2005. In addition, review of student achievement over the past three years revealed an ever-increasing range of levels in reading and math. In order to fulfill its mission of fostering individual growth, the school expanded course offerings in these areas and implemented a course structure that reflects the diverse needs of our students in each academic area and grade level.

Because the curriculum design is based on individual learning needs, the school carefully and regularly assesses these needs. Students entering Paul participate in a weeklong summer orientation in which multiple data are gathered to identify strengths and weaknesses. Each student's schedule is then designed for that student alone. For example, a student who needs extra support in math, excels in English and is a native Spanish speaker could enroll in math review, advanced English, and Spanish for Spanish speakers.

This individualized program structure also accommodates the needs of our special needs students. The core courses for English language learners are based on their language proficiency score, math level, and native language. The core courses for special education students are determined according to the requirements of their Individualized Education Plan (IEP).

All students and their families receive information packets and a Family Handbook that include details about Paul's academic requirements. Families who are new to Paul receive these packets in the summer. Administrators and teachers host sessions during the summer orientation where parents have the opportunity to review and discuss the requirements. An additional session is conducted toward the end of the summer for parents whose children will be entering Paul's Preparatory Academy. The session provides clarity and support for these families.

All students use the Paul Student Resource Book daily to record their homework assignments. The book is also a resource that contains the school's academic policies, school calendar, promotion requirements, homework responsibilities and grading scale. For each class, students have a syllabus that details the learning goals, major assignments, materials and textbooks, grading percentages, homework and test overview, and teacher contact information. Teachers and administrators distribute and discuss course syllabi with parents on Parents' Night at the beginning of the year. Student progress reports and report cards are mailed home throughout the school year at the end of each nine-week advisory period. Parents have the opportunity to meet in person with teachers to discuss their child's academic progress.

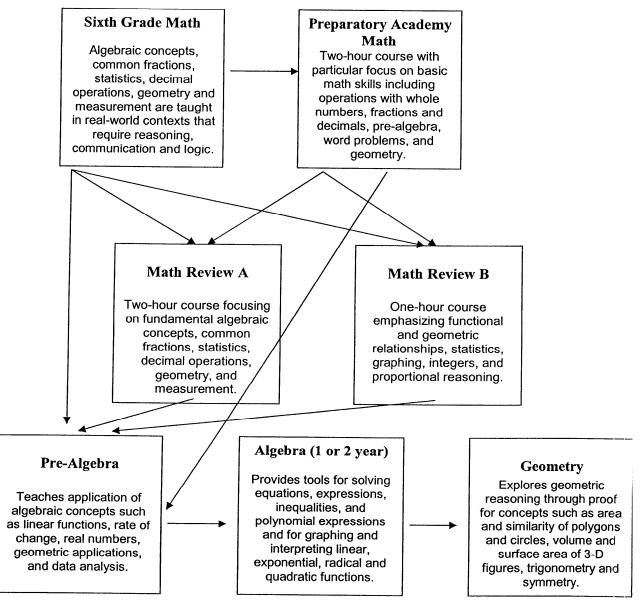
By helping students pursue opportunities at excellent high schools, school staff works to ensure the solid foundation that students develop at Paul is strengthened in the next phase of their education. The counseling team leads the high school application process. They compile application information and make it available to students at the high school information sessions. Paul hosts a high school night during which representatives from over 25 public, private, independent, and parochial high schools actively recruit Paul students.

The Paul curriculum was designed around the recognition that students need varying degrees of support to reach ambitious learning goals. Courses are structured to provide students with differentiated support according to their individual needs and promote continuous student growth. Cross-curricular integration reinforces growth in foundation subjects and enriches content in all areas. Specific course offerings and standards are described on the pages that follow.

Mathematics

The core math curriculum is based on the MCPS curriculum. Every course includes instruction from the following six content areas: Algebra, Patterns and Functions, Geometry and Measurement, Statistics and Probability, Number Relationships, and Computation. Further, each course emphasizes the use of mathematical language and logical reasoning by incorporating regular writing exercises. These exercises include journal entries, projects, and exam questions that require students to justify their answers. Students accumulate sophisticated mathematical notions by building from simple, intuitive concepts to formal reasoning skills.

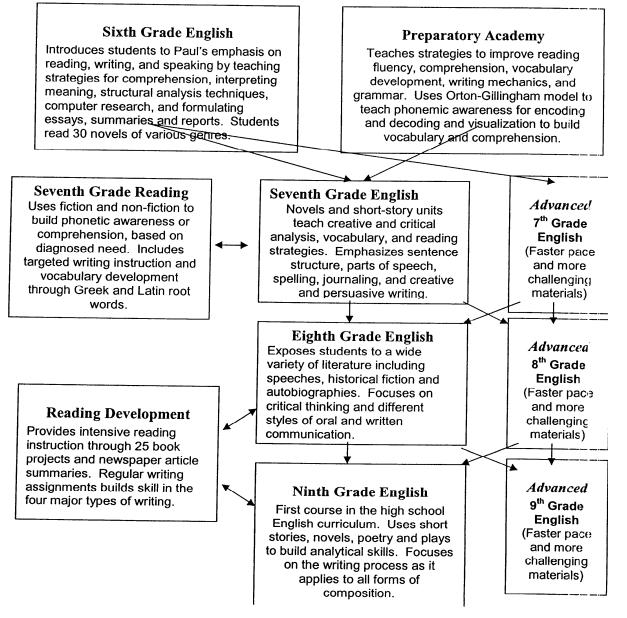
All sixth grade students take sixth grade math. Seventh grade students are placed in the Preparatory Math Academy, a Math Review Course, or Pre-Algebra according to their individual needs. The course structure is fluid to allow movement to the next course once a student demonstrates mastery.



<u>English</u>

Like the math department, the English department offers multiple courses to ensure that each student receives appropriate support in reaching grade level standards. All English courses provide yearlong instruction in grammar, spelling, mechanics, and the four types of writing – expository, persuasive, narrative, and descriptive. The department developed each course using the MCPS curriculum, guidelines for the Paul Reading and Writing Workshop, and the DCPS essential skills guide.

All students, with the exception of those in the Preparatory Academy, take grade level or advanced English courses that give students the intellectual and literary skills they need to comprehend, interpret, and analyze a diverse selection of literature. Students who need additional support take supplemental reading courses that provide intensive instruction in reading fluency by providing vocabulary development, comprehension strategies, and using the Orton-Gillingham Multi-Sensory Teaching Model.



Social Studies

The Social Studies department uses the MCPS curriculum as a coherent foundation upon which to build courses. Because many of Paul's students come from DCPS or may return to a DCPS high school, the social studies department aligns its scope and sequence with the DCPS standards and curriculum. In addition, the department uses strategic instructional techniques to build students' analytical, communication, and logical reasoning skills. An example of this is the interactive notebook, which serves as a vehicle through which students constantly synthesize and analyze the course content and receive regular feedback from their instructor. Three teachers have received formal training in this technique from the Teachers' Curriculum Institute and the department is working to incorporate them into each classroom and use them as a link between classes.

Sixth Grade Social Studies

Focuses on Ancient Civilizations from Mesopotamia, the Indus River Valley, and Egypt to the development of governments in Greece and Rome and the impact of economics on the history of East Asia. Students study development of major cultures in four regions around the world and connect these lessons to a study of the present day economic impacts, cultural interactions, and definition of government and citizenship. Emphasis is placed on valuing and recognizing individual potential.

Seventh Grade Social Studies

Traces the development of the modern world. Follows the growth of political systems through Europe's transition from feudal to nation states and investigates the impact of cultural diffusion and economics on African societies. Examines the environment's influence on Mesoamerican societies and the how the interaction between the people of Europe, Africa, and the Americas created a new culture and society in the "New World." These topics are studied with an emphasis on writing skills and student expression.

Eighth Grade Social Studies

Focuses on United States history beginning with the seeds of revolution and the development of our government. Studies the impact of the Civil War on American culture and examines slavery as a political, economic and social system as well as its impact on current social issues. Culminates with an investigation of Reconstruction and its legacy. Learning is project-based with a focus on research and presentation skills. Projects include papers, presentations, debates and panel discussions.

Ninth Grade Social Studies

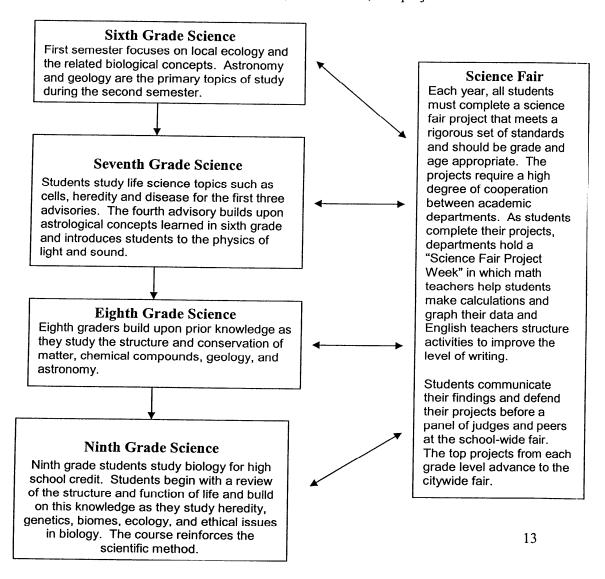
The first semester study of D.C. History examines the city's economic, political, and social development. Second semester teaches World Geography through an exploration of globalization and current events in U.S. foreign relations. The course integrates the five themes of social studies to define the interrelationships of geography, history, culture and change. Special emphasis is placed on the Eastern Hemisphere.

Thursday, May 17, 2007.max

Science

The science department also uses the MCPS curriculum, which integrates both life and physical sciences into each grade, allowing students to build on prior knowledge to develop a deeper understanding of the material. The department sparks student curiosity by connecting the curriculum to their lives. Through inquiry-based lessons and hands-on experiments, students learn to ask questions about the world around them and to use the scientific method to find answers.

Teachers scaffold the curriculum so that it begins with guided inquiry lessons. By the end of their first year at Paul students should be proficient in open inquiry, a process in which they ask their own questions, design their own experiments, analyze the data, and find innovative ways to display their results. This process teaches students how to solve problems creatively and builds confidence in their ability to make decisions and think independently. It also allows for the natural integration of math, reading, writing, technology, and the arts into every instructional unit. Student progress is assessed in several ways, including written and oral exams, lab activities, and projects.

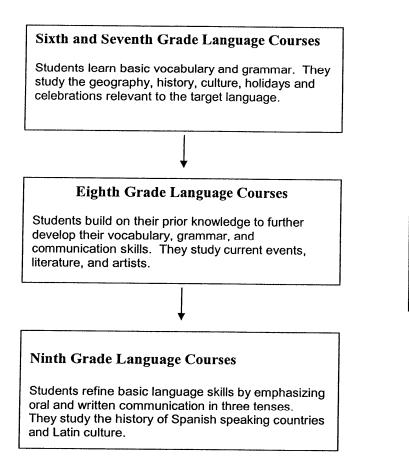


World Languages

Paul Public Charter School offers all students the opportunity to study Spanish or Latin. The world language department helps students build basic vocabulary and learn grammatical structures in culturally authentic contexts through speaking, writing, reading and listening comprehension. Spanish instruction prepares students to function in everyday situations in the Spanish-speaking world.

Students who are performing at basic or above in reading and mathematics have the opportunity to participate in a world language class daily. Students who require extra support in reading and math take language classes two to three times per week. Once they reach proficiency, they also participate in daily language courses.

Teachers use the MCPS curriculum and employ a variety of strategies and resources to supplement classroom learning and accommodate students' multiple intelligences. These strategies include the integration of Total Physical Response (TPR), full immersion, music, art, computer programs, and cross-curricular content. The city provides countless resources for learning; visiting the Natural History Museum and Hispanic Embassies are some activities that further enrich learning.



Spanish for Native Speakers

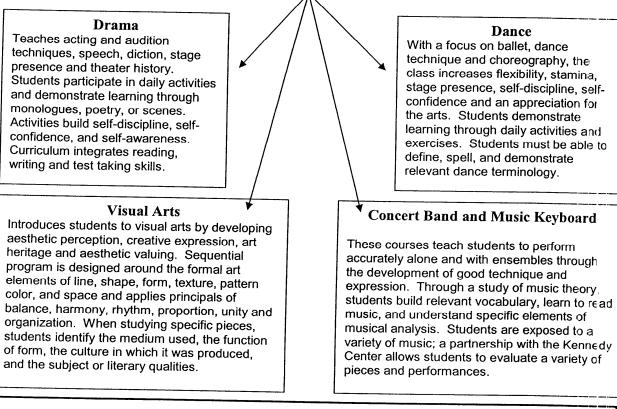
This course is offered to students who are fluent in Spanish. The course promotes and encourages the use of Spanish in cultural contexts, emphasizes the development of fluency and accuracy in oral and written communication, and celebrates Spanish heritage and holidays.

Arts and Electives

All incoming sixth and seventh grade students have an exploratory experience by taking a different fine arts course during each advisory period. In the eighth and ninth grade, students are enrolled in two electives concurrently. Students have the option to take an advanced art, piano keyboarding, or technology course to follow their interests and talents. Each course provides new arenas for individual success.

Fine Arts

The courses in the fine arts department focus on sequential skill building through technical instruction and specialized vocabulary. The objectives for these courses are based on benchmarks from the national standards in each area. The arts teach students various ways of communicating through creative expression.



Physical Fitness/Health

The physical education department aims to promote students' physical and social growth. Through study cf movement concepts and principals, students learn to have a physically active lifestyle and safe and responsible personal behavior. Students develop useful skills in physical activities, study anatomy and disease prevention, and learn to interpret and evaluate health information. The courses promote the development of social competencies through study of interpersonal communication strategies.

Computer Technology

The course provides a technical understanding of how computers work, what they can do, and how to keep them running. Students build computer literacy and keyboarding skills through application of software and multimedia programs, the study of computers in society, and experience with file management.

KEY MISSION-RELATED PROGRAMS

To achieve the mission of Paul Public Charter School, Paul has adopted several goals: (1) offer a rigorous, academic curriculum; (2) emphasize technology; (3) Extended school day; (4) promote tolerance; (5) Encourage a cooperative and collaborative work ethic; (6) encourage an appreciation of the arts; (7) foster a desire for life-long learning; (8) promote community service. Paul selects co-curricular programs that will support one or more of these goals. The following programs are currently part of Paul's extended day program and provide new avenues for student learning.

Alpha Phi Alpha Fraternity, Inc. Program

Members of the Alpha Phi Alpha Fraternity, Inc. Program created a series of workshops that introduce male students to various aspects related to pursuing a college education. The events include morning workshops, lunch and tours of college campuses. Students who attend all of the scheduled workshops are awarded a Certificate of Completion and the opportunity to attend the Alpha Phi Alpha's Eastern Leadership Development Institute.

Biotechnology Training Saturday Program

The Biotechnology Training Saturday Program was designed for ninth grade students at Paul and is sponsored by the National Institute for Mental Health and the Foundation for Advanced Education in the Sciences. Students in the 6-week program learned basic laboratory skills, methods for collecting, organizing and interpreting data, and how to draw scientific conclusions.

Booz Allen & Hamilton Mentor Program

Booz Allen & Hamilton is a management consulting firm that has partnered with Paul for over 10 years. Their objective is to match one student with one mentor for the entire year, if possible, for the student's tenure at Paul. The mentors help with school work, extend class work through field trip experiences and serve as role models for the students. Monthly class sessions focus on topics such as motivation, business etiquette, interviewing tips, community service, technology and Black History Month. Mentoring sessions are held monthly after school and field trips for parents and students are scheduled on Saturdays.

Community Service Program

Thirty five ninth grade Paul students were placed in community service programs in the school year 2004-2005. The following agencies participated: America the Beautiful, Truesdell Elementary School, Martha's Table, Shepherd Thornton Library, DC Councilmember Adrian Fenty's Office, Sharpe Health Center, Calvary Multicultural Learning Center, DC Central Kitchen. Other Community Service activities included: Reading to Nursery School, Tutoring at Truesdell Elementary School, Paul Dance Team performing at the Office of Education, Paul Orchestra performing at Stoddart Nursing Home, Community Coat Drive, Pennies for Leukemia and UNICEF and Relief for Tsunami Victims.

Gaining Early Awareness and Reading for Undergraduate Programs (GEAR UP)

Paul participates in the GEAR UP (Gaining Early Awareness and Readiness for Undergraduate Programs) program. The program is designed to increase the number of students from low-income communities who are prepared to enter and succeed in postsecondary education and serves a cohort of students from seventh grade through high school. All ninth graders at Paul participate in the GEAR UP cohort, giving them a chance to participate in a range of activities that enhances their academic preparation, builds their understanding of college and financial assistance, and offers students and their families additional support services such as counseling or mentoring.

<u> The Higher Achievement Program (HAP)</u>

The Higher Achievement Program (HAP) is a nationally recognized non-profit organization that helps "at risk" $5^{th} - 8^{th}$ graders in the District of Columbia to achieve their highest potential for academic excellence and community leadership. Students at Paul attend sessions on Mondays, Tuesdays and Thursdays where trained staff conduct supplementary courses in English, science, mathematics and one elective course such as leadership, technology, dance or film. HAP also provides educational field trips and community improvement projects.

Howard University Tutoring Program

The Howard University Tutoring Program tutored 100 students before and after school in reading and mathematics. Tutoring offer letters were sent home to parents and students. Most of the students were in the special education and ESL programs. There were a total of 21 tutors; 18 were Howard University students and 2 were former teachers and one is a psychologist. The tutors were selected through an extensive application process which included a rating form with criteria such as tutoring experience, evidence of education-related coursework, evidence of competency in subject area course work (math or reading) and any prior experience working with children/adolescents. Over 70 students daily attend both morning and evening tutoring sessions. We had an 88% attendance rate with students showing some or much progress in both subjects.

John F. Kennedy Center for the Performing Arts Program

Paul Public Charter School is privileged to be one of thirteen school selected to participate in the many challenging and exciting arts events sponsored by the Kennedy Center Community Partnerships Program. This institution has helped to shape our arts program and create a student body appreciative of the arts by giving students the opportunity to attend productions, study with artists-in-residence, and participate in hands-on projects. Paul students have taken field trips to the Kennedy Center and experienced productions such as "Color Me Dark", "Tracings", "Alvin Ailey", "Sanabrias' Quarteto", "Claremont Trio", "Pepito's Story" choreography by Debbie Allen, "Betty Carter's Jazz Ahead", and "Dance Theatre of Harlem" Demonstration and Performance. Local, national and international artist have been placed at Paul to provide skill-based arts instruction and/or arts integration programming aligned with the school's curriculum. Students participate in *Arts for Every Student* events such as the Art Makers-Word Shapers and "Bill's Buddies" at the Folger Shakespeare Library.

Paul PRIDE Saturday Math and Science Program

The Paul P.R.I.D.E. (Preparing Residents in Disasters and Emergencies) Saturday Math and Science Academy met every Saturday from 9:00am-2:00pm. Each Saturday students received instruction in advanced mathematics and science; participated in service learning projects and emergency preparedness training (CPR, First Aid and other medical emergencies) from pre-med students from Howard University and doctors/surgeons from across the District of Columbia. The program began on February 12, 2005 through and ended May 14, 2005. The curriculum selected for the program is the Singapore Math and Science curriculum. This curriculum was recommended by our partners Metropolitan DC Health. It is used around the world particularly with home schooling students. Research has found that Singapore math students are ranked first internationally in mathematics. The students were selected through a teacher nomination process. There were 27 students enrolled in the program all from Paul. Lunch was provided every Saturday for the students by the HUH (Howard University Hospital) Cares program. The grant was awarded from Serve DC in the amount of \$36, 400 with a match of \$15,600 (in-kind or cash) for a total of \$52,000.

Project Match, Inc.

Project Match recruited students of color from Paul and provided guidance to them in selection of and application to boarding schools that matched the students' academic abilities, interests and personalities. Project Match took several students to visit selective high schools, administered the SSAT practice tests and helped with financial aid and information.

The Extended Day Program

The extended day program at Paul extends student learning beyond the classroom. Currently, 321 of the school's 574 students participate in the program, which offers a wide variety of opportunities including a quiet place to study and work, a chance to explore activities that cannot be incorporated into the regular school day, the time to develop special skills and interests, and the chance to build meaningful relationships with peers, teachers, and other adults.

School staff members sponsor many of the activities and partner organizations provide ten additional programs. Each of the programs contributes to the school's mission by focusing on one or more of the nine goals. The programs are described in detail in the next section. *See attached extended day schedule.

PROFESSIONAL DEVELOPMENT

Paul Public Charter School takes pride in both our students and teachers by encouraging growth and learning by both groups. National data has shown that a well-prepared and informed teacher is crucial and critical to student success. Through extensive and intense ongoing training, a teacher can best acquire knowledge of the current developments, successful teaching strategies and further his/her scholarship within their discipline. A comprehensive plan for staff development took place during regularly scheduled staff meetings and an intense two-week long "Teacher Institute". The training workshops during the "Teacher Institute" included:

- Curriculum Mapping Overview
- Peer Coaching Techniques and Strategies
- Addressing the Instructional needs of ESL students
- Blackbaud Student Records Management Training
- Instructional Assistant Training
- Greek and Latin Roots Training
- > Methods, Tcchniques and Strategies for teaching LD and ED students
- Classroom Management Strategies
- Cardiopulmonary Resuscitation Training (CPR)
- Character Education Program Overview
- > TAT Process
- Academic and Social Intervention Program
- School Evacuation Plan
- Learning Strategies and Study Skills

There was a three day on-site professional development in June 2004 for all ESL, English, and special education teachers supporting the Multi-sensory Approach to Teaching Reading. The consultant concentrated on:

- □ Demonstration Lessons,
- □ Teacher Observation and Feedback,
- □ Individual consultations based on analysis of student work, and assessment.

Throughout the year, the administrative staff received training in Blackbaud, the student records management system.

Additional off-site professional development was primarily centered on increasing the effectiveness of the instructional staff in two areas: academic subject area knowledge and best practices in teaching strategies. The workshops and conferences attended were:

- History Alive (2)
- National Council of Teachers of English conference (4)
- American Alliance for Health, Physical Education, Recreation and Dance (1)

- National Science Teacher Association (3)
- National Council of Teachers of Mathematics (3)
- Character Education (1)
- Music Theatre Vocal Pedagogy Program (1)
- Kennedy Center Institute on Integrating the Arts (2)
- Summer Institute for the Teaching of Foreign Languages to Young Students (1)

The administrative, counseling, and coaching team attended two Association for Curriculum and Supervision Institutes on Data Driven Dialogue (4) and Reporting Student Progress (5). The Greater Washington Society of CPA conference was attended by the Director of Administrative Operations.

GOVERNANCE

BOARD OF TRUSTEES CONTACT LIST

Name	Position	Home Address	Phone Number	Fax Number	Email Address
**Harold Bardonille	Chair	1623 Juniper St. NW Washington, DC 20012	202-829-6356	202-723-0197	hbardon@starpower.net
Michael Burke	Community Rep	325 Peabody St. NW Washington, DC 20011	202-829-4694		mike@mburke.net
Barbara Nophlin	Head of School (Ex Officio)	1441 35 th St. SE Washington, DC 20020	202-582-1218		barbaranophlin@aol.com
Francis Pickford	Director, Admin Operations (Ex Officio)	1434 Potomac Ave SE Apt 2 Washington, DC 20003	202-546-5503 202-276-4840		fpickford@paulcharter.org
**Stanley L. Krejci	Vice Chair/ Treasurer	6111 Vernon Terrace Alexandria, VA 22307	703-329-1738 703-841-1700 x 268	703-524-2689	skrejci@tmg-dc.com
**Eunice Henderson	Secretary	5313 Second St. NW Washington, DC 20011	202-882-1492	202-882-3625	Ehender244@aol.com
Elaine C. Melmed	Member	4727 30 th St. NW Washington, DC 20008	202-393-4919	202-393-3914	ecmelmed@msn.com
Cheryl Spann	Parent Representative	3613 22 nd Street NE Washington, DC 20018	202-529-1036 202-255-0846		cspann@dchealth.com
Elizabeth Yancey	Community Rep	1762 Redwood Ter. NW Washington, DC 20012	202-726-1929		ecyancey@earthlink.net
Jarbara Young	Parent Representative	609 Jefferson Street NW Washington, DC 20011	202-882-3049		Bay609@hotmail.com

****** Executive Committee

*Waiting for replacement

Standing Committees

Audit and Finance

- > Harold Bardonille (Committee Chair)
- > Michael Burke

Personnel

- Elizabeth Yancey (Committee Chair)
- > Eunice Henderson

Development

- Stan Krejci (Committee Chair)
- > Harold Bardonille

Board of Trustees Professional Development Activities

In December 2004, the members of the Board of Trustees and school administrators held a strategic planning retreat conducted by a consultant with many years of experience in public education. The purpose of the retreat was to provide an opportunity for strategic planning as a school and board.

The following topics were discussed and explored:

- **History and Mission of the School,** including overview of student and staff demographics, program offerings, accomplishments and milestones for the past ycar
- Review of Current Goals, including academic, operational, business plan development, financial and projected growth of student body and staff, how well the goals are being met and possible solutions and strategies
- Review and Discussion of Current Policies, including discipline, admission, recruitment, personnel, accounting and student services (mental health, social/family services and extended day)
- The Structure and Function of the Board, including "Principles of Good Practices for Trustees", status and function of committees, present and future leadership needs of the Board, present and future needs of the school and the Board's role in addressing these needs
- Visioning, Priorities, Goals and Benchmarks, including discussions on what the school should look like in five years, what kind of reputation should the Board have, what the graduates of Paul should know and be able to do and strategies to pursue stated goals in the coming year and over the longer term
- Reflection and Next Steps, including assignments, timelines, board expansions, definitions, roles and goals of committees and overview of staff priorities.



Board of Trustees/Staff Retreat Airlie House 6809 Airlie Road Warrenton, VA 20187 December 10-12, 2004

AGENDA

Friday, December 10, 2004

Arrival / Check-in

Dinner

Saturday, December 11, 2004

Video: "Closing the Achievement Gap" (Part I)

Jigsaw – Pre-Retreat Readings

Taking Stock: Modified SWOT (The Good, The Bad, The Ugly)

Appreciative Inquiry: The Organizational Inquiry

Revisit School Mission

Lunch

Video: "Closing the Achievement Gap" (Part II)

Systems Thinking: The Power of Mental Models Surfacing and Clarifying Assumptions Review the new Education Plan

Where Do We Go From Here – The next 5 years?

Sunday, December 12, 2004

Review, Wrap Up Next Steps Board of Trustees/Staff Retreat Airlie House 6809 Airlie Road Warrenton, VA 20187 December 10-12, 2004

Board Members Present: Harold Bardonille, Chairperson Michael Burke Stan Krejci Elaine Melmed Barbara Nophlin (Head of School) Francis Pickford (Director, Administrative Operations) Reggie Yancey

Others Present: Kurt Becker Kathy Byrd Charlotte Cureton Barbara Giles Treneisha Jones Robert Mayo Mark Pickett

The meeting began at 8:41 am on Saturday, December 11, 2004. Mr. Maurice Sykes, the retreat facilitator, presented the four intended outcomes for the retreat which included Review, Modification and Finalization Educational Plan, Review Revised School Mission, Review School Growth Plan and Approval of Facilities Modification Plan. Mr. Sykes together with the Paul leadership team developed the ground rules listed below to be incorporated for the entire retreat.

Ground Rules

- 1. Constructive Helpful Comments
- 2. Stay on Task
- 3. Be Respectful

Mr. Sykes stated that the overarching theme for the Board/staff retreat was derived from a direct quote from Ms. Nophlin "It's a matter of Paul going from good to GREAT".

Review Revised School Mission

The Board/staff reviewed the original school mission along with a proposed revised mission. Mr. Bardonille stated that the original mission reflects Paul in a process

M Russell and Associates

oriented manner while the revised mission is outcome oriented. Discussion began on comparing the revised mission with the original mission. Ms. Melmed shared some concerns about the phrase "develop in them" and stated the difficulty of measuring the capacity within the students. Ms. Cureton questions the word "leaders" and the definition that it reflects in the mission. Following the discussion, the revised school mission approved and adopted unanimous be all at retreat attendees.

The mission of Paul Public Charter School is to educate our students and to develop in them the capacity to be responsible citizens, independent thinkers and leaders.

Mr. Sykes furthered the discussion by posing the following questions: What does an educated Paul student look like? What do we mean by educate? What is a responsible citizen, independent thinker and leader?

Ms. Byrd and Mr. Bardonille worked collaboratively to create an acronym that best relates to the Paul school mission: MERIT- Motivated Educated Responsible Independent Thinker.

The group then proceeded to define the elements of a Paul student based on the mission: educated, responsible thinker, independent thinkers, and leaders. What do they look like?

What must all Paul students have prior to matriculation to Paul

- Come with fluency in reading language arts and math skills, Paul would expand those skills of geography and world history
- Ability, Skills and Knowledge (ASK)
- Needs skills and tools to be able to be independent thinkers, need curiousity of the world
- Numerical comprehension skills, literacy and reading skills, curiousity, research skills, technology skills, world awareness, creativity, decision making, problem solving, analytical skills
- Offer students a quality academic program an excerpt from the old mission
- Planning, time management, time management
- Self regulation
- Self control, self motivated, self esteem

What does it mean to be a Responsible Citizen?

- World awareness, decision making, problem solving, self regulation, taking initiative, volunteering, knowing right from wrong*
- Being reflective, context for purpose of doing the right thing, definition of self, alternative to the popular culture, being a member of various communities
- Community service, understanding of democratic principles, rich experiences (mock elections)
- Peer pressure/making good choices
- Cooperative team players

What does mean to be an Independent Thinker?

Good decision making, Analyzing, problem solving, initiative, gaining knowledge/information, make good choices, withstand the consequences of independent thinker

What are the qualifications of a Leader?

Everyone is a leader- informed, recognizing leaders Many forms of leadership (positive involvement), followship

The Board/staff engaged in a modified SWOT analysis(Strengths, Weaknesses, Opportunities and Threats). The retreat attendees were divided into 4 separate work groups and asked to complete sections of the exercise based on the SWOT topics. The results are listed below:

<u>Group 1</u>

Strengths Organization/Teams Discipline Positive atmosphere for learning Extended day program Dedicated staff Strong leadership Professionalism Grant writing Rigorous curriculum	Weaknesses Opportunities for leadership/recognition for students Facilities Plan Arts Structure Parental Involvement Discipline (overly) Technology Data collection/documentation Complete immersion into mission Professional growth the teachers
Opportunities Parental Involvement Facility Plans Accreditation Professional Growth for Teachers Arts Integration Flexibility Technology Grant Writing	<u>Threats</u> Gangs Bureaucracy of Governing Bodies

M Russell and Associates

.

<u>Group 2</u>

****____)

 <u>Strengths</u> Reputation Strong Consistent Structure Diverse dedicated creative staff Great kids- appreciative Discipline Students have confidence in staff 	<u>Weaknesses</u> Self analysis is built into annual structure- ad hoc improvements Stability of staff Parental participation
Opportunities Developing staff retention strategy Community interaction Building Ability to expand Attending Benefactors	<u>Threats</u> Competition Losing \$ (feds) Changing demographics Assault on charter school law (internal/external) Losing teaching staff Improving economy Loss of charter

Group 3

Strengths	Weaknesses
Student individual schedules	New curriculum
Extended day program	Retention/recruitment of teaching staff
History and reputation	Faculty enrichment
Advanced Courses	Capturing/documenting progress
Diverse teaching staff	Facilities management
Disciplined orderly environment	Use of data to inform instruction
Facility	Perceptions of staff/Board relationship
Financial management	Development: fundraising, community
New leadership	outreach, strategic alliances
Diverse student population	Parental Involvement
Opportunities Facility Teaching coaches and mentor teachers Development Accreditation House Academic progress of students	<u>Threats</u> Recruitment/retention of teachers (certified teachers) Decreasing potential student population

Group 4

Strengths Administrators Decorum/Behavior of students School Climate (warm, welcoming environment) Facility Professionalism of Staff Fiscal Management/Budget Surplus Parent Compliance	Weaknesses Teacher Retention Parent participation in school activities Curriculum/teacher training (special population) Fundraising/ grants Alternative Programs for kids who don't fit
Opportunities Compliance of parents Facilities Expand staff development Cure weaknesses Expand athletics Expand extra curriculum activities	<u>Threats</u> Losing population to other charter schools. Complacency of staff/administration/Board

M Russell and Associates

As a response to the SWOT exercise, members of the Board suggested PowerPoint presentations in the classrooms and the Intel Teach for the Future Course for the Paul teachers.

Through discussions between members of the Board and the staff, they wanted to talk about ways that the Paul could effectively operate as a school and its Board operate effectively as a Board?

Mr. Sykes suggested that the Board consider a policy governace model that leaves the implementation of Board policy in the hands of Paul staff. He suggested the following procedures when approaching the Board at meetings: Determine in advance of the meeting matters requiring Board action and those matters that are simply for the information of the Board.

Mr. Sykes also stated the importance of using this retreat experience as a new beginning and an opportunity to set out a new framework and tone for Board Staff working relationships.

Review, Modification and Finalization of Paul Educational Plan

Ms. Nophlin distributed two documents: one was the 2000-2005 Accountability Plan and the other included suggestions for the 2005-2010 plan for Paul. Mr. Bardonille suggested that the Paul staff develop a Comprehensive School Education Plan (technology, academic, etc. plan) and present it to the Board at the January Board meeting.

The following charts stem from a discussion of the mission based on what it meant for a Paul student to be *educated*, *responsible citizens*, *independent thinkers and leaders*.

 Educate Able to read, write at a proficient level Ability to use math principles to problem solve Deep knowledge of arts, sciences and humanities Techno-fluent Knowledge seeker, curious Knowledge of world affairs 	 Independent Thinkers Make wise and informed choices Ability to use analytical approaches to problem solve Understands the consequences of actions Is a good decision maker Has multiple points of view Self discipline
--	--

 Responsible Citizens Self-regulated Reflective Give service to others Team players Acceptance of differences Understand democratic principles Point of view 	Leaders Point of view Organize for purpose Willing to take risk Accept responsibility Vision toward the future
--	--

Review of School Growth Plan

Ms. Nophlin presented a document which detailed the preliminary number of the grade reconfiguration for Paul. She included research from the National Middle School Association recommendation that a 5-8 or 6-8 grade is an ideal configuration for young adolescents ages 10-14. Ms. Nophlin stated that Paul would like to have a middle school configuration of grades 5-8 where they would drop the ninth grade within the next two years and add a fifth grade class. Mr. Bardonille stated that many students at Paul in the ninth grade are not ready mature wise to go on to high school and suggested a possible bridge program for students who are not ready for 9th grade. He also suggested that the Paul staff look at its purpose for having a ninth grade or the reason for wanting to deplete it. Ms. Nophlin stated that the school will make every effort to talk to the parents about the change and even poll parents to consider their thoughts about the change. Mr. Sykes suggested that Paul create a pros and cons chart detailing the advantages and disadvantages of having a 5th and 9th grade.

Facilities Modification Plan

Ms. Nophlin presented a document with the proposed facilities projects prioritized by need. She asked for more support from the Board regarding facilities Mr. Bardonille questioned the strong emphasis on cosmetics and the AV system in the auditorium. He stated that handicap access ramps would be more important as a first order of business than the cosmetics. Mr. Bardonille also reminded the staff that the Board had authorized expenditure for \$700,000 for facilities during the October Board meeting. He suggested that the leadership look at the minutes of the meeting and present a clear and definite plan at the January Board meeting.

At the conclusion of this segment of the retreat, and based on the proceedings and discussion up to this point, the Board convened for a policy tract meeting and staff engaged in a process tract.

A timeline and/or workplan (development of the Comprehensive Plan timelines, benchmarks, dates and responsible persons) will be presented to Board at the January meeting.

Sunday, December 12, 2004

The retreat team met this morning to share the discussions at the breakout sessions and to debrief about the status of the accreditation self-study.

Board Tract Report

Mr. Bardonille reported on the discussion and conversation during the Board tract. He stated that as a Board it was decided that there is a need to move into a different phase of its relationship to the school. The Board agreed to commit more time towards board development. For the upcoming year, the Board would like to focus on fundraising for the school. During the Board's tract meeting, they decided to create a discretionary award. They also suggested giving On-the-Spot awards to recognize exemplary contributions to the school and also the creation of a Peer Recognition Awards program. During the tract meeting, the Board decided that they needed a budget set aside for Board purposes. The Board also approved contribution of \$2000 to the IDEA school to help with the rebuilding of their school. A dinner will be scheduled in January to welcome the two new members of the Board (parent members). Information will be sent at a later date.

The Board would like to expand its membership in the upcoming years. Some areas of Board concentration include technology development and faculty/staff retention. Ms. Melmed suggested looking at the curriculum with relation the international community in DC and seek out ways to use the international resources within our community. The Board will also like to see more professional writing from Paul staff in local newspapers and magazines. The Board decided to extricate themselves from micromanaging and will use the Head of School as their primary contact.

Staff Process Tract

Sec. of

A summary of the staff process tract was reported by Ms. Nophlin. The discussions included brainstorming about the ninth grade at Paul and establishing a bridge program, developing a general concept of the formation of the Comprehensive Education Plan to include the Title I plan (staff development, athletics), guiding education plan, school improvement plan, technology plan, and staff development plan.

The members of the staff process tract decided to combine all of the plans together to make one complete school improvement to include plans and information on the following categories: Grade Configuration, Course Offerings, Curriculum Development, Facilities, Staffing (Recruitment and Retention), ESL/Special Education Programs,

M Russell and Associates

Professional Development, Marketing, Development and Fundraising, Information Technology, Arts Integration Categories of Comprehensive Plan

1. Academics

- 2. Technology
- 3. Staffing and Professional Development
- 4. Facilities
- 5. Development and Fundraising

Mr. Sykes suggested that the leadership team make plans to visit Princeton Charter School, Best Practices HS in Chicago, IL and Amistad Academy CT (March 2005) school programs in the upcoming months. Mr. Burke also suggested visiting a middle school in Hampton VA and Grouton high school.

Mr. Sykes stressed the importance of visiting high schools to help our student become better prepared for high school.

The retreat team began to brainstorm based of the following question posed by Mr. Sykes-Good to Great: What would Paul look like if it were a great school?

- Meet AYP requirements
- Rate of academic progress of students accelerates
- Right people in the right places
- Focus on what we do well; know and understand what we do well and continue to do it
- Placement/Post Paul placement
- Strategic partnerships with corporations, university community, federal governmentmove away from weaknesses identified yesterday
- Widely sought after
- Integrated curriculum and instruction

What are the Characteristics of a Great School?

If Paul were a great school what are some of the outcomes we should expect?

Process	Outcomes
Learning Style- Individualized Learning	Test scores
Plans	Washingtonian
Advanced Courses	8
Data Driven Instruction	
Strong development program	
Mission and Strengths	
Comprehensive community service	
-	

Accreditation

Ms. Nophlin distributed a rough draft of the Paul accreditation self-study to the Board. She encouraged the Board members to read the self-study, particularly the Organization and Governance section and provide feedback as soon as possible. Ms. Nophlin also informed the Board that the rough draft would be sent to a writer for formatting and structure.

FINANCE

- 1. Attached a copy of the school's approved budget for the Fiscal Year 2004-2005
- 2. A list of all donors and grantors that have contributed monetary or in-kind donations having a value equal to or exceeding \$500 during the year reported.
 - **a.** Best Buy-\$5,000
 - b. Serve DC/Learn and Serve Grant- \$36, 640
 - **c.** \$500 Gift

AUDIT REPORT

- 1. Management letter comments. (See audit report due November 1)
- 2. Compliance with Laws and Regulations. (See audit report due November 1)
- 3. Internal Control Weaknesses. (See audit report due November 1)
- 4. Financial Statement. (See audit report due November 1)
- 5. Balance Sheet. (See audit report due November 1)
- 6. Average Cost per Student = \$11,958

1.4.4.

Part -

Total Non-capital expenditures= 6,900,159= \$11,958FTE enrollment577

Control Control <t< th=""><th></th><th>gram</th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th>The second s</th><th></th><th></th></t<>		gram													The second s		
Description Description <thdescription< th=""> <thdescription< th=""></thdescription<></thdescription<>		Ganeral	Admini	stration						Prodra	Ε	_					
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	DESCRIPTION	Operations		Onerations A		Education	Ĩ	-	$ \rightarrow $			Summe	-	Total		Vora	7000
1 1	/ENUES		1			Services	2	+	1	-			1	Program	Total Budget	Budget	Actual
Mint Mint <th< td=""><td>C per Pupil Allocation</td><td></td><td>1,601,175</td><td></td><td>1,601,175</td><td>4.438.218</td><td>533</td><td>447 833</td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td>·</td><td>UCHO1</td></th<>	C per Pupil Allocation		1,601,175		1,601,175	4.438.218	533	447 833				-				·	UCHO1
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	ederal Entitlements					397,632	212	200 000				248,40	0	5,298,984	6,900,159	6,288,693	5.999.713
Math Math <th< td=""><td>rarius and Donations</td><td>10,000</td><td></td><td></td><td>10,000</td><td>20,000</td><td>inde</td><td>020/10</td><td></td><td></td><td>10,000</td><td>_</td><td></td><td>487,745</td><td>487,745</td><td>431,652</td><td>399.73</td></th<>	rarius and Donations	10,000			10,000	20,000	inde	020/10			10,000	_		487,745	487,745	431,652	399.73
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	ood Service Reimbursment				•						10,000		000.00	30,000	40,000	67,492	12,80
1500 1500 <th< td=""><td>vestment Income</td><td>105.000</td><td></td><td></td><td>101 000</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>103 676</td><td>30,000</td><td>30,000</td><td>18,720</td><td>9,63</td></th<>	vestment Income	105.000			101 000								103 676	30,000	30,000	18,720	9,63
500 1.500 1	ales and Activity Fees	15,000			102,000								070/001	070'001	105 000	78,201	59,65
Nome 13.300 10.1.3 \cdot 13.300 13.400 13.600 53.910	ther Income	5,000									1,500			1.500	16 500	12 000	26,32
Name Name <th< td=""><td>OTAL REVENUES</td><td>135,000</td><td>1,601,175</td><td></td><td>1 736 175</td><td>A DEE DED</td><td>+</td><td></td><td></td><td></td><td></td><td></td><td>_</td><td>-</td><td>000'01</td><td>12,000</td><td>10101</td></th<>	OTAL REVENUES	135,000	1,601,175		1 736 175	A DEE DED	+						_	-	000'01	12,000	10101
Newtork 33.00 13.11 33.00	ENSES		2.2/22.24		CITIOCIT	1000,000,4	-+-	527,729	•	•	11,500	- 248,40	+	5,951,855	7.688.030	6 959 A00	18/18
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	sonnel Salaries and Benefits									_					prodocod .	nonincia	cn'nzr'n
73-10 1.0 5.00 <th< td=""><td>laries and Wages</td><td>538,707</td><td>150,116</td><td>•</td><td>688.823</td><td>1_</td><td></td><td>002 000</td><td>201.00</td><td></td><td></td><td>- </td><td></td><td></td><td></td><td></td><td></td></th<>	laries and Wages	538,707	150,116	•	688.823	1_		002 000	201.00			-					
	Iployee Benefits	75,419	21,016		96,435	1	-	46 705	000,86	12,000				3,302,607	3,991,430	3,876,451	3.143.451
13.00 7.00 17.00 5.00 <	yroli laxes	41,211	11,484		52,695	_	-	700 70		0777	_			440,801	537,236	564.278	387.92
1000 1000 500 1000 500 1100 5100 1100 5100 11000 11000 11000 1100	avel/meetings	10,400		7,200	17,600	1		7 200	270,5	0+T'T		m	_	252,649	305,344	296.549	754 36
65.000 15.000<		10,000			10,000		4	21200			1,300	-		53,500	71,100	71.749	24.76
660,737 182,013 132,003 30073 17,16 640,03 50,004 60,003 50,004 60,003 50,004 60,003 50,004 60,003 50,004 60,003 50,004 60,003 50,004 60,003 50,004 60,003 50,004 60,003 50,004 60,003 50,004 60,003 50,004	npioyee weirare	5,000			5,000	15,000				-				5,000	15,000		
Network Network <t< td=""><td>A Shidow Control COSTS</td><td>680,737</td><td>182,616</td><td>7,200</td><td>870,553</td><td>1</td><td>+-</td><td>109.477</td><td>47 577</td><td>16 148</td><td>_</td><td>_</td><td>_</td><td>15,000</td><td>20,000</td><td>15,000</td><td></td></t<>	A Shidow Control COSTS	680,737	182,616	7,200	870,553	1	+-	109.477	47 577	16 148	_	_	_	15,000	20,000	15,000	
Materials Image	ut Suudent Losis					1				01.7/07		_		4,069,558	4,940,111	4,824,027	3,810,511
Materialse 1 53.200 1.5500 2.500 5.700	Incational Supplies and Materials				•	88,600								00 00			
Marcale 1 15,000 2000 <	ucational Jupplies and Placefials					34,320	1,650	4,125	4.950	2.200	5 082	1 100		88,600	88,600	38,500	41,940
Miles 1.000 3.000 4.000 3.000 4.000 1.0000 1.000 1.000 </td <td>ident Accordment Materials</td> <td></td> <td></td> <td></td> <td>•</td> <td>15,000</td> <td></td> <td></td> <td></td> <td>20-1-</td> <td>70012</td> <td>1017/1</td> <td></td> <td>53,427</td> <td>53,427</td> <td>67,874</td> <td>48,37;</td>	ident Accordment Materials				•	15,000				20-1-	70012	1017/1		53,427	53,427	67,874	48,37;
minus 2.000 9000 1000 1.000 1.2000	ntracted Instructional/Childrent				•	15,000	2,000	4,000		1.000				15,000	15,000	30,000	33,03
minus 2.000 90.00 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.2.990 2.000 <t< td=""><td>vices</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>72,000</td><td>72,000</td><td>16,000</td><td>5,475</td></t<>	vices													72,000	72,000	16,000	5,475
1000000000000000000000000000000000000	Ident Awards, Gifts, Premiums				•	20,000		90,000						110 000	110 000	000 001	
Ctorest · · · · · · · · · · · · · · · · · · ·	cellaneous Student Costs				•	10,340				1,000	1,650			12 990	12 000	0000	00,23
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	btotal: Direct Student Costs				•	5,000		1,000		1,600	300			006.2	000 2	2,000	020 2 1
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	pancy Expenses				-	100,200	_	99,125	4,950	5,800	7,032	- 1,100		309,917	309,917	290 974	712 074
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	×		503,070		503.070												
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	ntenance and Repairs		80,000		80,000									•		503,070	449.275
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	ties		250,000		250.000									•		70,000	87.093
esc 333,000 1231,070 1231,070 1231,070 1231,070 1231,070 1231,070 1231,070 1231,070 1233,070 1	ding Supplies/Materials		15,000		15,000							_		•		160,000	154,350
Peterior 1,231,070 2,2010 2,2010 2,2,	itracted Building Services		383,000		383,000		+					-				12,000	
85 65,00 - - - 1,231,070 1,073,620 Rtenance $22,000$ $32,000$ $32,000$ $32,000$ $45,000$ $45,000$ $45,000$ $45,000$ $45,000$ $45,000$ $45,000$ $45,000$ $45,000$ $45,000$ $45,000$ $45,000$ $45,000$ $45,000$ $45,000$ $50,000$ 50	ptotal: Occupancy Expenses		1,231,070		1,231,070	•	.							•		334,750	243,160
45,000 45,000<	e Expenses										•	•	•	•		1,079,820	933,828
Interface 33,000 13,000 32,000 40,	ce supplies and materials	45,000			45,000						-						
36,465 36,465 36,465 32,000 35,000	Ipment Kental and Maintenance	32,000			32,000									•	45,000	40,000	32,445
71,600 $71,600$ $71,600$ $15,000$ $2,000$ $15,000$ $15,000$ $15,000$ $15,000$ $15,000$ $15,000$ $15,000$ $15,000$ $10,500$	phone/ I elecommunications	36,465			36,465									•	32,000	26,000	27,918
8,000 $6,000$ $14,000$ $12,000$	essional rees	71,600			71,600	15,000		2.000			1 500			•	36,465	32,015	21,693
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	ung and copying	8,000			8,000			222/1			00017			18,500	90,100	127,000	114,690
$\frac{9,000}{100}$ $\frac{9,000}{100}$ $\frac{1,000}{100}$ $\frac{10,000}{100}$ $\frac{10,000}{10}$	age and Snipping	10,500			10,500										8,000	6,000	7,304
b0ns 5,000 5,000 13,000 <td>iputer and Kelated</td> <td>000'6</td> <td></td> <td></td> <td>000'6</td> <td>14,000</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>•</td> <td>10,500</td> <td>10,500</td> <td>6,971</td>	iputer and Kelated	000'6			000'6	14,000								•	10,500	10,500	6,971
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	ndersnips and Subscriptions	5,000			5,000							-		14,000	23,000	19,000	23,828
12,000 $12,000$ $20,000$	Actual and Promotion	20,000			20,000						-			•	000,5	5,000	5,543
es 249,565 - 249,565 29,000 - 2,000 12,000		12,000			12,000									•	20,000	25,000	
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	rotal: Unice Expenses	249,565	•		249,565	29,000		2,000				-			12,000	12,000	51,031
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	ai Experises	Cr 000												000/70	CON'707	512,205	291,423
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	sontation	00,00		-	65,000	30,000								30.000	95,000	83 000	72 876
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	ninistration Fee	27 601			1,200	13,000		1,000	1,000					15,000	16.500	12.500	5 079
$\begin{array}{ c c c c c c c c c c c c c c c c c c c$	reciation Expense	193 400			100/ 201										27,601	25,155	29.648
$\begin{array}{ c c c c c c c c c c c c c c c c c c c$	s and Licenses	2,000	-	-	004/26T										193,400	150,000	117,629
$\begin{array}{ c c c c c c c c c c c c c c c c c c c$	ering/Food Services	20242		3,000	3,000	9000								•	2,000	2,000	3,458
17,000 17,000 17,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 10,000 15,000 17,300 17,300 17,300 17,300 17,300 15,000<	T	10,000		2000	10.000	0000					1,500		168,400	175,900		164,100	168,552
Ises 316,501 - 3,000 319,501 - 1,000 - 1,800 - 168,400 21,700 15,700 15,700 15,700 15,700 15,700 15,700 15,700 15,700 15,700 15,700 15,700 5-0,700 15,700 46,775 737 84,775 737 84,77 731 188,400 221,200 5-0,100 46,755 1, 1, 1, 20, 20, 2, 1, 20, 20, 20, 2, 5, 70, 589 3, 557, 105 11, 547 21, 303 57, 132 188,406 4, 531, 176 7, 378 6, 600, 01		17,000	_								300			-		10,000	
1,405002 1,413.666 10,200 2,670,689 3,567,059 174,817 511,597 48,472 21,948 42,441 20,303 57,132 189,406 4,613,1757 7,313 853 6,056 001		316,501		3,000	<u>+</u> †	-		1,000		+	1,800 -		168.400	300 100			000
		1,240,802	_	10,200				11 507		Ļ.	L	4.	+				241,040

Paul Public Charter School FY 2006 Capital Budget	
r i 2006 Capital Budget	
DESCRIPTION	Total Budg
Leasehold Improvements (Taken from 10 Year Capital Improvem	
ADA Accessibility (handrails, bathroom retrofit, signage) Concrete walkways- replace deteriorated front walk	80,00
Concrete stairs	4,50
Roof- annual slate repairs	25,00
Steel stairs (leading to cafeteria) replace rusted treads/risers	8,00
Annual locker hardware replacement reserve	15,00
Classroom vinyl tile replacement	5,00
Ceiling tile replacement- girls gym and cafeteria	15,00
HVAC- add 6 window air conditioners to auditorium	36,00
Elevator	7,50
ADT/Security System upgrade to digital	110,000
Renovate adjacent rowhouse 5810 8th St. NW	34,00
Industrial Dishwasher and Installation	200,000
Total	5,00
	545,000
Equipment	
Purchase of 112 new client desktop computers for classrooms (to have	
3 computers in each classroom)	06.000
Replacement of two network servers	96,000
Replacement of sound system in auditorium	5,000
Contingency for equipment replacement	20,000
Total	10,000
	131,000
Furniture	
Furniture for library	20,000
Modular furniture for counselors suite	20,000
Furniture for portable classrooms	30,000
Furniture for computers in classrooms	35,000
Modular furniture for technology office	6,000
Furniture for new technology classroom	12,000
Contingency for furniture replacement	10,000
otal	133,000
oftware	
Instructional software for classroom based computers	20,000
Windows XP and Office XP Licenses	20,000
Contingency for software replacement	15,000
otal	55,000
	,
rand Total	864,000

Revised FY 2006 Budget 09-27-2005

1

Page 1

Paul Public Charter School Per Pupil Allocation Budget SY 2005-2006

		Enrollment Projection	Funding Amount per Pupil	Total
Grade Level Allocat	ion			Total
Grade 6		57	7,527	420 020
Grade 7		239	7,527	429,039 1,798,953
Grade 8		188	7,527	1,415,076
Grade 9		93	8,550	795,150
Total Grade Level		577		4,438,218
Add-on Weightings-	Special Education			
Level 1	FY 2005 % = 1.22%	15	4,019	60,287
Level 2	FY 2005 % = 7.49%	39	6,211	242,243
Level 3	FY 2005 % = 1.92%	2	10,961	21,922
Level 4	FY 2005 % = 0.52%	6	19,730	118,381
To Special Education	on 11.15%	62		442,833
Add-on Weightings-	ESL			
	FY 2005 % = 8.01%	58	2,923	169,533
Summer School 2005 (Remedial)		100	1,242	124,200
Summer School 2005 (Enrichment Program)		100	1,242	124,200
Facilities Allowance		577	2,775	1,601,175
Total per-pupil allocation budget				6,900,159

Function Cover Analysis

A summer of

	Per Student FY Per Student FY		Increase			
	2005	2006	\$	%	Population	Total Increase
Grades 6-8	7,111	7,329	218	3.07%	484	105,512
Grade 9	8,077	8,325	248	3.07%		23,064
SPED Level 1	3,797	3,914	117	3.08%	••	1,755
SPED Level 1	5,868	6,048	180	3.07%	39	7,020
SPED Level 1	10,355	10,673	318	3.07%	2	636
SPED Level 1	18,640	19,212	572	3.07%	6	3,432
ESL	2,761	2,694	(67)	-2.43%	58	(3,886)
Summer	1,114	1,242	v ,	11.53%	200	25,676
Facilities	2,380	2,775		16.60%	577	227,915

Total budgetary increase due to higher per-student funding:

391,124

Approved 03/22/2005

Paul Public Charter School Salary and Wage Budget- SY 2005-2006

Key Assumption: COLA adjustment to salary ranges of 2.0%

(Instructional staff receive salary adjustment for each year of service in addition to COLA adjustment)

	Positior	1 Codes		Range			
Department	04-05	05-06	Low	High	Median	FY 2006 Total	Subtotal by Budget Line
Administration (Total Column Represents Actual Salaries)			104	and and in	n in the second s		
Head of School	1	1	97,850	108,150	103,000	102,000	
Deputy Head of School	1	1	81,422	92,278	86,850	88,196	
Directors	3	3	75,993	83.636	79,815	246,020	
Systems Administrator	1	1	51,500	66,950		65,000	
Technology Assistant	1		30,900		33,475	31,200	
Exec Assistant	1		46,350		51,500	45,900	
Payroll/AP Assistant	1		32,569		37,997	43,003	
Billings/Receivables Assistant	1		24,000		28,000	28,000	
Office Staff	3		18,562		30,361		
Overtime and PTO Accrual		5	10,502	42,100	20,201	87,495	
Allocation of Admin Salaries to Educational Proc	grams		20			20,000 (218,108)	538,70
acilities (Total Column Represents Actual Salaries)					n ann an Anna an Anna 17 - Anna Anna Anna Anna Anna Anna Anna An		
Security	2	2	25 375	35,525	30,450	72 450	
Maintenance	1		30,450	40,600		73,459	
Engineer (PT @\$27.00 PH)	1	1		28,080	35,525	37,740	
Overtime and PTO Accrual	-		20,800	~~28,080	24,440	28,917	
			10.000			10,000	150,110
tudent Ed Services- General (Total Column Represents M		Times #	of Positio	<u>ns)</u> ⊋			
Math Teachers	7	7	36,575	70,072	53,324	300,424	
English Teachers	7	6	36,575	- 70,072	53,324	261,965	
Science Teachers	5	5	36,575	70,072	53,324	238,002	
Social Studies Teachers	5	5	36,575 -	70,072	53,324	247,895	
Elementary Teachers	2		36,575	70,072	53,324	146,692	
Arts/Gym Teachers	6		36,575	70,072	53,324	337,912	
General Teacher (ISS)	1		36,575		53,324	50,713	
Technology Teachers	2			70,072	53,324		
Foreign Language Teachers	3.5	3	36,575	70,072		50,354	
Counselors	4		36,575		53,324	175,304	
Librarian	i			70,072	53,324	212,640	
Instructional Specialists (Reading)		1	36,575	70,072	53,324	69,392	
Instructional Assistants	1		36,575	70,072	53,324	123,746	
Student Monitors	8	8	23,000	26,136	24,568	219,818	
		2	20,000	25,883	22,942	41,768	
First Year Teacher Contract Reduction (Assume :	10% turnove	er) 📲				(33,327)	
Allocation from Administration				2 -2-2-		218,108	2,661,405
L Coordinator							• •
Teachers	1	1	51,500	70,072	60,786	62,785	
ecial Education	1	2	36,575	72,100	54,338	76,440	139,225
Teachers							
	4	4	36,575	70,072	53,324	175,174	
Coordinator	1	1	51,500	72,100	61,800	72,828	
Instructional Asst 1001 Lunch Program	4	3	23;000	26,136	24,568	82,678	330,680
Café Mgr (PT @ \$19.19 PH, 4.5 hours per day,	1	1				17 200	17 300
40 weeks)		. 1				17,268	17,268
tal Positions	81.5	83			÷.,		
ended Day Stipends (Rate Assumption = \$35 per hour)							
Coordinator		1 🎆			8.000	8,000	
Club Sponsor (3 hrs, 40 wks)		15			8,000 2,100		20 500
letics Department Stipend (Rate Assumption= \$30 per h	our)	~~ 1		Shipe and	2,100	31,500	39,500
Athletic Director- Regular (4 hrs. 32 weeks)		1 躑			2040	2 0 4 0	
Asst. Athletic Director		1			3,840	3,840	
Sports Team Coach (8 hrs, 18 wks)		÷.			2,790	2,790	
Sports rediff Coder (8 nrs 18 wrs)		0	1		2,100	12,600	
Sports Team Asst Coach (7 hrs. 18 wks)					1 000	5,670	
Sports Team Asst. Coach (7 hrs, 18 wks)		3			1,890		
Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks)		3 1	e e e e e e e e e e e e e e e e e e e		1,890	1,290	
Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks)		3 1 2					28,620
Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) nework Center Stipend (Rate Assumption= \$30 per hour	2	3 1 2		a Agartana A	1,290 1,215	1,290	28,620
Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) Swork Center Stipend (Rate Assumption= \$30 per hour Homework Center Director	2	1		e Aleine Marine e	1,290	1,290 2,430	28,620
Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) nework Center Stipend (Rate Assumption= \$30 per hour Homework Center Director Tutors (4 hrs, 40 wks))	3 1 2 1 8			1,290 1,215 	1,290 2,430 3,500	
Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) nework Center Stipend (Rate Assumption= \$30 per hour Homework Center Director Tutors (4 hrs, 40 wks) Would guarantee coverage of at least 2 per day)	1			1,290 1,215	1,290 2,430	28,620 18,860
Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) nework Center Stipend (Rate Assumption= \$30 per hour Homework Center Director Tutors (4 hrs, 40 wks) Would guarantee coverage of at least 2 per day imer School Stipend (Rate Assumption= \$30 per hour))	1	2 2 2 2 2 2		1,290 1,215 	1,290 2,430 3,500	
Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) nework Center Stipend (Rate Assumption= \$30 per hour Homework Center Director Tutors (4 hrs, 40 wks) Would guarantee coverage of at least 2 per day Inter School Stipend (Rate Assumption= \$30 per hour) Coordinator (5 hrs, 7 wks))	1 8			1,290 1,215 3;500 1,920	1,290 2,430 3,500 15,360	-
Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) <u>nework Center Stipend (Rate Assumption= \$30 per hour</u> Homework Center Director Tutors (4 hrs, 40 wks) Would guarantee coverage of at least 2 per day <u>umer School Stipend (Rate Assumption= \$30 per hour)</u> Coordinator (5 hrs, 7 wks) Teachers (4 hrs. 6 wks)	-	1 8 1			1,290 1,215 3,500 1,920 5,250	1,290 2,430 3,500 15,360 5,250	18,860
Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) nework Center Stipend (Rate Assumption= \$30 per hour Homework Center Director Tutors (4 hrs, 40 wks) Would guarantee coverage of at least 2 per day Imer School Stipend (Rate Assumption= \$30 per hour) Coordinator (5 hrs, 7 wks) Teachers (4 hrs, 6 wks)	-	1 8		stran Stran Mercer Mercer	1,290 1,215 -3,500 1,920 -5,250 3,600	1,290 2,430 3,500 15,360	
Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) <u>nework Center Stipend (Rate Assumption= \$30 per hour</u> Homework Center Director Tutors (4 hrs, 40 wks) Would guarantee coverage of at least 2 per day <u>Nmer School Stipend (Rate Assumption= \$30 per hour)</u> Coordinator (5 hrs, 7 wks) Teachers (4 hrs, 6 wks) <u>mer Orientation Stipend (Rate Assumption=</u> \$30 per hour)	-	1 8 1 13			1,290 1,215 3,500 1,920 5,250 3,600	1,290 2,430 3,500 15,360 5,250 46,800	18,860
Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) Sports Team Asst. Coach (7 hrs, 18 wks) <u>nework Center Stipend (Rate Assumption= \$30 per hour</u> Homework Center Director Tutors (4 hrs, 40 wks) Would guarantee coverage of at least 2 per day <u>mmer School Stipend (Rate Assumption= \$30 per hour)</u> Coordinator (5 hrs, 7 wks) Teachers (4 hrs. 6 wks)	-	1 8 1			1,290 1,215 -3,500 1,920 -5,250 3,600	1,290 2,430 3,500 15,360 5,250	18,860

Approved 03/22/2005 3,991,430

Total Salaries and Wages

Proposal of Insurance

Paul Jr. High Public Charter School

Presented by:

Lighthouse Companies

Thursday, May 17, 2007.max

Paul Jr. High Public Charter School

5800 Eighth Street, NW Washington, DC 20011 Bus: (202) 291-7499 Ext: 2255 Fax: (202) 291-7495

Policy Information

Lighthouse Underwriters, LLC Suite 200 7630 Little River Turnpike Annandale, VA 22003

Policy # BIND-LSB0002422

Effective 06/30/2005

Expiration 06/30/2006

Company Professional Governmental Unde

Applications/Line of Business:

Directors & Officers

Line of Business/Premium:

E & O/EPLI

23,204.00

Policy # BIND-TMP0012010

Effective 06/30/2005 Expiration 06/30/2006

Company First Nonprofit Companies

Applications/Line of Business:

General LiabilityCPKGEPropertyPROPBusiness AutoAUTOB

Line of Business/Premium:

Package (C)

Policy # BIND-UXL0004574

Effective 06/30/2005

Expiration 06/30/2006 **Company** First Nonprofit Companies

Applications/Line of Business:

Umbrella(C)

CUMBR

27,017.00

Line of Business/Premium:

Umbrella(C)

7,445.00

Policy # CP2121003	Effective 07/30/2005	Expiration 07/30/2006	Company Mount Vernon Fire	
	Applications/L	ine of Busines	s:	
	General Liability – Vacant		CGL	
	Property – Vacant Propert		PROP	
	Line of Pusing	(D		
	Line of Busine General Liability	ss/Premium:		
			4,461.00	
Policy #	Effective	Expiration	C	
WCC082755	07/01/2005	07/01/2006	Company First Nonprofit Companies	
	Applications/Li	ne of Business	::	
	Workers Compensation		WORK	
	Line of Busines	s/Premium:		
	Workers Compensation		26,973.00	
		med Insureds		
Policy # BIND-LSB000	2422			
Named Insured			-	
	olic Charter School		Entity Type	
			Not for profit org	
Policy # BIND-TMP001	2010			
Named Insured			Entity Type	
1 Paul Jr. High Pub	lic Charter School		Not for profit org	
Policy # BIND-UXL0004	4574			
Named Insured			Entity Type	
1 Paul Jr. High Publ	lic Charter School		Not for profit org	
Policy # CP2121003				
Named Insured				
1 Paul Jr. High Publi	ic Charter School		Entity Type	
Policy # WCC082755				
1				
Named Insured			Entity Type	

Thursday, May 17, 2007.max

Named Insured

1 Paul Jr. High Public Charter School

Entity Type Not for profit org

Locations

Policy # BIND-LSB0002422

Loc #	Bldg #	Address
1	00001	5800 Eighth Street, NW Washington, DC 20011

Policy # BIND-TMP0012010

Loc #	Bldg #	Address
1	00001	5800 Eighth Street, NW Washington, DC 20011
1	00002	5800 Eighth Street, NW Washington, DC 20011
2	00001	5810 Eighth Street, NW Washington, DC 20011

Policy # BIND-UXL0004574

Loc #	Bldg #	Address
1	00001	5800 Eighth Street, NW Washington, DC 20011

Policy # CP2121003

Loc #	Bldg #	Address
1	00001	5810 Eighth Street, NW Washington, DC 20011 – Vacant Property

Policy # WCC082755

Loc #	Bldg #	Address
1	00001	5800 Eighth Street, NW Washington, DC 20011
2	00001	5800 Eighth Street, NW Washington, DC 20011

Policy # BIND-LSB0002422

Nature of Business/Description of Operations by Premise(s)

Paul Jr. High School has been operating as a DC Public School for many years. As of June 30, 2000, they are to change their status to a Public Charter School. The school administration will not change. The school will contin us to offer 7th - 9th grade curriculum. Total students that are expected to attend PJHPCS is 725. The school is served by teachers and 11 Administrative Staff.

Policy # BIND-TMP0012010

Nature of Business/Description of Operations by Premise(s)

Paul Jr. High School has been operating as a DC Public School for many years. As of June 30, 2000, they are to change their status to a Public Charter School. The school administration will not change. The school will continue to offer 7th - 9th grade curriculum. Total students that are expected to attend PJHPCS is 725. The school is served by teachers and 11 Administrative Staff.

Policy # BIND-UXL0004574

Nature of Business/Description of Operations by Premise(s)

Paul Jr. High School has been operating as a DC Public School for many years. As of June 30, 2000, they are to change their status to a Public Charter School. The school administration will not change. The school will continue to offer 7th - 9th grade curriculum. Total students that are expected to attend PJHPCS is 725. The school is served by teachers and 11 Administrative Staff.

Policy # WCC082755

Nature of Business/Description of Operations by Premise(s)

Paul Jr. High School has been operating as a DC Public School for many years. As of June 30, 2000, they are to change their status to a Public Charter School. The school administration will not change. The school will continue to offer 7th - 9th grade curriculum. Total students that are expected to attend PJHPCS is 725. The school is served by teachers and 11 Administrative Staff.

Covered Property

Poliov #	BIND-TMP0	040040			a chata a c	
Loc #	Bidg #					
00001	00001	Address				
00001	00001	5800 Eighth Street, NW				
		Washington, DC 20011				
Subject	Of Insuranc	e Cause Of Loss	Valuation	Amount	Deductible	Coins.
. .	_			, and and	Ded Type	Coms,
	Personal Pr	operty Special form	Replacement Cost	750,000	1000	
EDP Har	dware	Special form	Replacement Cost	150,000	500	
Loc #	Bldg #	Address				
00001	00002	5800 Eighth Street, NW				
		Washington, DC 20011				
Subject C)f Insurance	Cause Of Loss	Valuation	Amount	Deductible	Coins. %
Building		Special form	Replacement Cost	268,000	Ded Type 500 Flat	
Loc #	Bldg #	Address				
00002	00001	5810 Eighth Street, NW				
		Washington, DC 20011				
	f Insurance	Cause Of Loss	Valuation	Amount	Deductible Ded Type	Coins. %
Building		Special form	Replacement	304,500	1000	

Loc # Bldg # Address 00001 00001 5810 8th Street, NW Washington, DC 20011 Washington, DC 20011

	Subject Of Insurance	Cause Of Loss	Valuation	Amount	Deductible Ded Type	Coins %
	Building	Basic form	Actual Cash Value	180,000	1000	
•	Renovation Value	Basic form	Actual Cash Value	80,000	1000	

Coverages Provided:

Provides in a single contract insurance needed to cover liability for injuries or property damages sustained by members of the public. It covers accidents occurring on your premises or away fro your premises as a result of business operations. It automatically covers certain hazards which do n now exist, but which may develop during the life of the policy, and contains fewer exclusions than the individual policies.

		General Liabili	ty Coverage In	formation		
Policy # CP21210	003					
Liability Coverage T Commercial General Vacant Property	Гуре: Liability –	Coverage Basis: Claims Made				
Policy # BIND-TM	P0012010					
Liability Coverage T Commercial General	`ype: Liability	Coverage Basis: Occurrence				
and a second formation of the second	G	eneral Liability C	overage/Limits	/Deductibles		
Policy # BIND-TMP0	012010					
Coverages	Limit 1/ Limit 2	Ded/ Ded Type	Ded Basis	Applies To:	Rate	Prem
General Aggregate	3,000,000/					
Products/Completed Ops Aggregate	1,000,000/					
Personal & Advertising Injury	1,000,000/					
Each Occurrence	1,000,000/					
Fire Damage	100,000/					
Medical Expense	5,000/					
Policy # CP2121003					Total	
Coverages	Limit 1/ Limit 2	Ded/ Ded Type	Ded Basis	Applies To:	Rate	Premi

Coverages	Limit 1/ Limit 2	Ded/ Ded Type	Ded Basis	Applies To:	Rate	Prei
General Aggregate	2,000,000/					
Products/Completed Ops Aggregate	2,000,000/					
Personal & Advertising Injury	1,000,000/					
Each Occurrence	1,000,000/					
Fire Damage	100,000/					
Medical Expense	1,000/					

Total

Other General Liability Coverages, Restrictions, and/or Endorsements

Policy # CP2121003

Vacant Property Coverage

Policy # BIND-TMP0012010

Sexual Abuse or Molestation, Social Worker Professional, Teachers Professional

General Liability Hazards/Rates/Premiums

Policy # BIND-TMP0012010

UUUUI Schools - Public Ir High	Premium Basis Unit	Exposure 580
--------------------------------	------------------------------	-----------------

Definition of Standard Terms:

- Owned Automobiles Covers liability arising out of the ownership, maintenance or use or automobiles.
- Personal Injury Protection Coverage is included for vehicle passengers under the No-Fault Law provisions.
- Uninsured Motorists Protects insureds who are not contributorily negligent against bodily injury caused by negligent uninsured and hit-and-run motorists.
- Hired Automobiles Covers the liability for the use of hired automobiles in your business.
- Non-Owned Automobiles Covers the liability for the use of non-owned automobiles in your business. An example would be an employee using his own car on an errand for you.
- Broad Form Drive Other Car Coverage Provides coverage for individual named on endorsement and spouse for use of non-owned car, sometimes referred to as "Borrowed Car" coverage.
- Comprehensive Pays for loss of or damage to automobiles from perils other than collision.
- Specified Perils Pays for loss caused by fire, theft, wind, hail, earthquake, explosion, flood, vandalism, and the sinking, burning, collision or derailment of any conveyance transporting the covered auto.
- Collision Pays for loss of or damage to automobiles from collision with another object or upset.

Business Auto Covered Auto Symbols

Policy # BIND-TMP0012010

CoverageCovered Auto SymbolLiability:8 9

Business Auto Coverages/Limits/Deductibles

Policy # BIND-TMP0012010

Coverage

Limit 1/ Limit 2

Ded/ Ded Type

Rate

Premium Misc Info

, an **Ma**ilean . . Total

Umbrella Excess Liability

Coverages Provided:

This type of liability insurance, which is known as "Umbrella" or "Excess" Liability, will accomplish three purposes for your business:

* Excess coverage over other liability insurance carried by you.

* If your primary policy does not cover a particular exposure and the Umbrella policy does not specifically exclude it, the Umbrella policy will act as your primary policy subject to a deductible. We call this "self- insured retention". An Excess policy will not respond as it provides no broader coveraç than provided by the underlying policy.

* Automatic replacement policy warrants that you must maintain the following underlying limits throughout the term of the Umbrella Policy:

REQUIRED UNDERLYING LIMITS

General Liability	\$
Auto Liability	\$
Employers Liability	\$
Products Liability	\$

\$2,000,000 \$1,000,000 \$500/500/500 \$2,000,000

Policy	# BIND-UXL0004574	Commerci	al Umbrella Limi	ts		
Limit	of Liability ined Limit	4,000,000 10,000	Each Occurrenc	9		
Policy #	# BIND-UXL0004574	Commercial	Umbrella Locatio	ons		
Policy # Loc #	# BIND-UXL0004574 Name & Address	Commercial	Annual	Annual	Foreign	#
		Commercial			Foreign Gross Sales	# Emp

Commercial Umbrella Underlying Insurance

	Policy # BIND-UXL00	04574					
and the second	Automobile Liability Policy Number PKG 5-2-00	Carrier	Effective 06/30/2005	Expiration 06/30/2006	Limits	Туре	

General Liability- Oc Policy Number PKG 5-2-00	currence Carrier	Effective 06/30/2005	Expiration 06/30/2006	Limits 1,000,000 2,000,000 2,000,000 1,000,000 300,000 10,000	Type Each Occurrence General Agg Prod/Comp Ops Agg Personal & Adv Injury Fire Damage Medical Expense
Employers Liability Policy Number PKG 5-2-00	Carrier	Effective 06/30/2005	Expiration 06/30/2006	Limits 100,000 500,000 100,000	Type Each Accident Disease Policy Limit Disease Each Employee

 \rangle

Policy # WCC082755

.

Part 1	- Workers Com	pensation		DC					
Part 2 Emplo Covs/I	yer's Liab Endorsements	Limits		Ded/Ded Type	Ded Basis/ Applies	Rate		I	Premi
Volunta compe									
DC Su	rchage								384
						Facto	r		
						0.040	50		
WC & liability	Employer's	100,000 Accide 500,000 Policy 100,000 Each E	Limit						
	o reconcile- d. premium								
						Facto	r		,
						0.8800	00		
						Total			384
			Workers Co	mpensation L	ocations	aan ta ta sa			1
Policy #	#WCC082755								
Loc #/ Bldg #	Address		City		County		State	Zip	
00002/ 00001	5800 Eighth St	treet, NW	Washington				DC	20011	

Workers Compensation Rating Information

Policy # WCC082755 State: DC

Loc	Class Code	Categories, Duties & Classifications	# Employees Part/Full Time	Est Annual Remuneration	Rate	Est Ann Premium
1	9101	All Other Employees	Total # = Part Time = Full Time =	26,000	6.25000	1625.00
1	8868	Schools - Professional Employees & Clerical	Total # = 60 Part Time = Full Time =	1,965,292	0.42000	8254.00

Loc	Class Code	Categories, Duties & Classifications	# Employees Part/Full Time	Est Annual Remuneration	Rate	Est Ann Premium
					Total	9879.00

)

Policy Term 07/30/2005 - 07/30/2006 07/30/2005 - 07/30/2006 07/01/2005 - 07/01/2006 06/30/2005 - 06/30/2006 06/30/2005 - 06/30/2006 06/30/2005 - 06/30/2006	Package Workers Compensation E & O/EPLI E & O/EPLI Umbrella(C)	Policy DC SURPLUS LINES TAX CP2121003 WCC082755 BIND-LSB0002422 DC SURPLUS LINES TAX BIND-UXL0004574 BIND-TMP0012010	Bill A A A A A A
---	--	---	------------------------------------

Company	Transaction Description	Tran Eff	Total Cost	Total Billed
DC Surplus Lines Tax	Renew policy	7/30/2005		
Mount Vernon Fire	Renew policy	7/30/2005		UU.LL
First Nonprofit Companies	Renew policy	7/1/2005	26,973.00	
United National Insurance Co.	Renew policy		23,449.00	
DC Surplus Lines Tax	Renew policy	6/30/2005		464.08
First Nonprofit Companies	Renew policy	6/30/2005	7,445.00	7,445.00
First Nonprofit Companies	Renew policy	6/30/2005	27,017.00	27,017.00

.

SCHOOL PERFORMANCE

Student Academic Performance:

1.1 Paul Students will improve their performance on the Stanford 9 Achievement Test.

Annual Target: Increase the percentage of students performing basic or above by 2% in reading and 5% in math each year.

<u>79.78*</u> % of eighth grade students performed basic or above on the Stanford 9 Achievement Test in mathematics.

<u> 68.31^* </u> of eighth grade students performed basic or above on the Stanford 9 Achievement Test in reading.

*Eighth grade student test results were selected as the group to determine Adequate Yearly Progress (AYP) for the school.

Strategies of Attainment and Interventions

Developed Algebra Boot Camp After school math and reading tutoring by students from Howard University

1.2 Paul students will acquire a comprehensive knowledge that will equip them for success in high school and beyond.

Annual Target: 75% of students will achieve mastery of school's subject area examinations.

68 % of students achieved mastery of the school's subject area examinations.

Strategies of Attainment and Interventions

Developed Algebra Boot Camp

After school math and reading tutoring by students from Howard University

Annual Target: 16% of students participated in after-school or Saturday college preparatory programs.

 $\underline{-83~\%}$ of students participated in after-school or Saturday college preparatory programs.

GEAR UP Program: 9th graders 108 students; Paul PRIDE Saturday Program 27 students; Higher Achievement Program (HAP) 25 students; Booz Allen Hamilton Saturday Program 11 students

Strategies of Attainment and Interventions

Extensive extended day program (See attached)

HAP program

Howard University Tutoring Program

Paul PRIDE Saturday program in partnership with DC Fire and EMS Department and Metropolitan DC Health Consortium

GEAR UP program

Annual Target: 25% of eighth and ninth graders are accepted into selective schools.

<u>39</u> % of eighth and ninth graders were accepted into selective high schools.

Strategies of Attainment and Interventions

High school night Visits to selective high schools requiring application and SSAT exam Wilson, DeMatha, Duke Ellington, etc. Project Match Recruitment meetings with high schools during advisory or lunch

1.3 Paul Students will be computer proficient

Annual Target: 50 % of students will demonstrate minimum computer skills competence.

94% of students demonstrated proficiency in the technology class. (Out of 115 students, 108 students passed technology class)

Strategies of Attainment and Interventions

Computer Lab open every day 3:30-5:30 Technology classes to all grade levels Power Point Presentations in science and social studies classrooms

1.4 Parent of Paul students will be involved in the school in at least one activity. Annual Target: 60% of parents will be involved in the school in at least one activity.

<u>18%</u> of parents completed Parent surveys *See attached
 <u>100%</u> of parents completed and returned Character Education Policy
 <u>50%</u> of parents participated in IEP conferences

50% of parents participated in IEP conferences 50% of ESL parents participated in Parent Education classes 75% of parents attended Back to School night

Strategies of Attainment and Interventions

Back to School night High School Night 1x a month Board meetings 1x a month PTA meetings 4x a year Parent Teacher conferences Individual conferences with counselors and teachers Conferences with the behavior management coordinator IEP conferences Hispanic parent meetings Assemblies Character Education Parent Overview

Student Non-Academic Performance

2.1 Paul students will learn individual and community responsibility.

Annual Target: The average daily attendance will be 90%. The average daily attendance for school year 04-05 was 96%.

Annual Target: 90% percent of the students will arrive at school on time daily. 90% percent of the students arrived at school on time daily.

Annual Target: 5% percent of all students will participate in community service. 60% percent of the students participated in community service.

Strategies of Attainment and Interventions

Community service program activities HAP Program Alpha Phi Alpha Fraternity, Inc. Paul PRIDE Program DC Central Kitchen

2.2 Paul students will learn to work cooperatively and constructively with others.

Annual Target: Reduce number of suspensions by 5%. The number of suspensions increased by 33%.* *The increase is a reflection of the Behavior Modification Program which is based on a point system and encourages referrals in place of suspensions. **Annual Target:** Number of students involved in peer mediation program will increase by 50%.

25% percent of the students were involved in peer mediation program.

Annual Target: 50% of the students will receive Respect tags and Administration Tags from school administration.

88.5 % percent of the students received Respect tags from the character education program.

Strategies of Attainment and Interventions

Project Week Peer Mediation Program Character Education Program

2.3 Paul students will develop the traits needed to be positive leaders.

Annual Target: 10% of students will hold leadership positions. 15% of students held leadership positions.

Strategies of Attainment and Interventions

Student Government (18) Beta Club (27) Young Ambassadors (14) Paul PRIDE Program (27) *0 indicates the number of student participants.

3.1 The Paul Board of Trustees will be effective and accountable.

Annual Target: The Board is fully constituted and holds regularly scheduled meetings 100% of the time.

The Board is fully operational and has held meetings 100% of the time. Meeting agendas and minutes are available for review.

Annual Target: Board operates 100% of the time under bylaws and written policies. The Board operates 100% of the time under bylaws and written policies.

Annual Target: Board provides 100% financial oversight. The Board provides 100% financial oversight.

Strategies of Attainment and Interventions

1

Quarterly financial reports reviewed by Treasurer and Board Chair Monthly financial reports reviewed by Board of Trustees

3.2 The Paul Charter School will successfully manage its finances.

Annual Target: The school operates within its established budget 100% of the time. The school operates within 100% of its established budget all of the time. *See budget and audit reports. **Annual Target:** The school manages donations and grants with 100% accuracy. The school manages 100% of donations and grants.

Strategies of Attainment and Interventions *Periodic audit Reviews of financial records*

3.3 Paul is a highly regarded educational institution by Paul parents, students and staff.

Annual Target: 80% of the surveys reflect high ratings. 87% of the parents surveyed reflected high ratings.

Annual Target: Membership remains stable. Membership remained stable for the 2004-2005 school year.

Strategies of Attainment and Interventions *Parent surveys*

3.4 Professional development for administrators and faculty at Paul is focused on instruction, special education inclusion strategies and supporting teachers in their early years and beyond.

Annual Target: Administrators and faculty will participate in professional development activities quarterly.

95% of the administrators and faculty participated in professional development activities.

Strategies of Attainment and Interventions

)

Professional development plan Attendance at local and out-of-state workshops and conferences Peer teacher coaching team On-site mentor teacher

AUL PARENT SURVEY RESULTS (Survey Conducted 4-29-05)

Question Number	Questions	Strongly Agree	Agree	Disagree	Strongly <u>Disagree</u>	N/A
1	There are opportunities for parent involvement at Paul.	(34%)	(58%)	(7%)	(1%)	(0%
2	My input is valued at Paul.	(34%)	(59%)	(4%)	(1%)	(1%
3	Effective communication exists between teachers and parents (progress reports, phone calls, emails).	(39%)	(43%)	(13%)	(3%)	(1%
4	I have met the majority of my child's teachers.	(63%)	(31%)	(6%)	(0%)	(0%
5	Parent teacher conferences are well received.	(52%)	(41%)	(6%)	(0%)	(1%
6	Report cards should be signed and returned to Paul.	(35%)	(39%)	(20%)	(5%)	(2%)
	Tutoring opportunities are available at Paul	(44%)	(42%)	(9%)	(0%)	(5%
8	The Homework Center is effective.	(38%)	(38%)	(10%)	(3%)	(10%
9	I understand how students are academically placed in the educational program at Paul.	(32%)	(52%)	(10%)	(3%)	(3%)
10	Adequate instructional time is devoted to physical education and wellness.	(29%)	(46%)	(9%)	(8%)	(8%)
11	Paul should continue to offer accelerated classes for high school credit (Algebra I and Foreign Languages).	. (61%)	(30%)	(3%)	(3%)	(3%)
12	Paul's library has adequate resources.	(28%)	(46%)	(10%)	(4%)	(12%
13	Paul has high expectations for all students.	(52%)	(42%)	(6%)	(0%)	(0%)
14	Student academic achievements are recognized.	(54%)	(38%)	(9%)	(0%)	(0%)
15	The amount of homework assigned is too much.	(17%)	* (19%)	(47%)	(14%)	(3%)
16	The amount of homework assigned is inappropriate.	(6%)	(22%)	(55%)	(14%)	(3%)
17	The amount of homework assigned as too little.	(12%)	(16%)	(49%)	• (19%)	(3%)
18	Paul is preparing my child for high school.	(44%)	(44%)	(8%)	(4%)	(0%)
19	Paul offers an adequate number of extra curricular activities:	(42%)	(42%)	(14%)	(1%)	(1%)
20	Paul is clean and in good repair.	(38%)	(46%)	(11%)	(6%)	(0%)
21	Paul provides a positive learning environment.	(44%)	(47%)	(6%)	(3%)	(0%)
22	Paul is a safe school.	(46%)	(46%)	(3%)	(3%)	(1%)
23	I know the rules at Paul.	(36%)	(57%)	(3%)	(1%)	(3%)
24	Students at Paul are responsible for their actions.	(43%)	(41%)	(9%)	(4%)	(3%)
	I am aware that Paul has a school resource office on campus.	(24%)	(47%)	(21%)	(3%)	(6%)
26	Discipline is handled appropriately at Paul.	(38%)	(43%)	(14%)	(3%)	(2%)
	An atmosphere of mutual respect exists at Paul.	(34%)	(43%)	(15%)	(3%)	(4%)
28	I know the guidance office is available to provide assistance when needed with regards to academic, social, emotional, and behavioral issues.	(35%)	(58%)	(3%)	(1%)	(3%)
29	The school lunch program is satisfactory.	(22%)	(39%)	(19%)	(10%)	(9%)
20		<u>A</u>	B	<u>c</u>	D	F
30	Please indicate an overall grade for Paul.	(32%)	(55%)	(8%)	(1%)	(3%)

UNIQUE ACCOMPLISHMENTS AND LESSONS LEARNED

Indicators of Progress

- Latin and Geometry offered as new courses
- Full implementation of the Montgomery County Public Schools Curriculum
- Implemented new writing across the curriculum initiative
- Developed field trip initiative connecting field trips with curriculum
- Differentiated the arts courses
- Howard University tutoring program; 35 students from Howard University provided tutoring in math and English in preparation for the Stanford 9 test
- Increase in the number of students enrolled in Algebra I course
 - Integrated Summer Algebra Boot Camp
- Board of Trustees retreat held in Warrenton, VA to develop long range strategic plan
- Expanded Special Education program to include instructional assistants in all inclusion classes

Unique Accomplishments

- Paul receives accreditation from the American Academy for Liberal Education (AALE)
- President Bush and Laura Bush hosts a press conference at Paul to launch new faith based initiatives
- Established partnerships with DC Fire and EMS department, Metropolitan DC Health Consortium, DC Central Kitchen, DC Emergency Management Agency, Alpha Phi Alpha Fraternity, Inc.
- Paul students performed its first musical production, FAME, with over 800 attendees
- Mr. Jubria Lewis awarded fellowship to China from the National Endowment of Humanities
- Ms. Mileidy Salas-Campos awarded Spanish Culture and Language Fellowship from the Embassy of Spain and the Washington Post
- Mr. Kurt Becker awarded a fellowship to Romania from EarthWatch, Inc.
- Mr. Chris Magnuson awarded \$5,000 grant from Best Buy
- Ms. Lisa Johnson awarded \$500 grant from the DC Commission on the Arts and Humanities
- Paul participated in the Changing Education Through the Arts (CETA) program sponsored by the John F Kennedy Center
- American Academy for the Advancement of Science (AAAS) granted fellowships to Paul science teachers
- Paul cheerleaders won third place in the statewide cheerleading competition
- Students participated in City Visions; performed presentations for the Mayor, members of the City Council and other officials.
- Thomas Cunningham participated as a finalist in the DC Geography Bee
- Paul received \$36,000 grant from Serve DC

- Performed the first ever school wide mercury spill drill
- Featured articles on Paul PRIDE program in USA Today, Washington Informer and Washington Times

Lessons Learned and Actions Taken Based on Accountability Information

1. There must be a school-wide emphasis on the importance of maintaining and using supporting data and documentation. When writing goals for the accountability plan baseline dates must be established and performance indicators must be written in measurable terms.

Action Taken: A request to change the accountability plan measures has been submitted. Goals have been re-written to include baseline data and reasonable targets. Staff has been instructed on the importance of maintaining data and using data to document and quantify annual performance goals.

2. Facilities management responsibilities must be delegated to either a full time employee or a contractor experienced in school construction and renovations. The age of the building and the status of major systems make this a major concern.

Action Taken: A facilities assessment was performed by HESS Construction Company and a facilities manager was hired.

Problems Encountered

Several problems encountered included meeting the existing goals in the accountability plan as it is currently written, supporting the goals of the accountability plan without data, and monitoring construction contracts without full understanding the scope of the work.

Revision to Accountability Plan

Please see attached revised Accountability Plan

Reporting Accountability Information to Students, Teachers, Parents and the Public

The Accountability Plan was distributed and discussed with all teachers. Counselors met with students and parents throughout the school year to discuss such topics as high school placement and others included in the accountability plan.

sion in August 2005
Revi
7
App.
PCSB

Paul Public Charter School School Accounts/IIIY Plain The mission of Paul Junior High Public Charter School is to offer all students a quality academic education, which will enable them to become responsible and productive individuals, critical and independent the players and outstanding community leaders.	こうろう しんしょうきょう ほうかん たいてん うちかい いたい かんしょう しんしょう しんかん ちょう	Attainment	Teachers will address deficient skills and devise an instructional plan that will lead to improvement of SAT 9 test scores. Class sizes will be reduced: Gr.7=SY 00-01, Gr.7-8=SY 01-02, Gr. 7-8=SY 02-03		Diagnostic testing will be administered and intensive tutoring will be provided during the Homework Center time.	given to assess mastery of subject matter content.	The school will sponsor two annual high school nights to inform parents and students about program offerings at area public and charter schools, and areas private, parochial, and independent schools.	Emphasize the importance of studying hard in order to meet the criteria for admittance to and success in schools such as Banneker HS and notable independent schools.	
them to become responsible and produ	のないで、人間にない読を	te Data	Spring 2001 SAT-9 Scores 80% of students scored basic or above in reading. 50% of students scored basic or above in mathematics.		Subject area tests administered in the fall of 2001 will be used to establish a baseline.	SY 2002 - 16% of 8 th and 9 th grade students participated in	in high level academic courses, or after-schcol or Saturday college prep. programs.	SY 2002 student acceptance records will be used as baseline data	Date
harter School hability Plans 2000 - 2005 (1) which will enable then	Academic Performance Objectives	Five-Year Target	65% of students will score basic or above in math, 85% of students will score basic or above in reading.		90% of students will achieve mastery of school's subject area examinations.	56% of 8th and 9 th grade students	participate in high level academic courses. After-school or Saturday college prep. programs	50% of 8th and 9 th grade students will be accepted into schools that require an application and a selection process.	
Paul Public Charter School School Accountability Plans School Years 2000 - 2005 Academic education, which will enal	Academic Perfor	Annual Target	Increase the percentage of students performing basic or above by 2% in teading and 5% in math each year		75% of students will achieve mastery of school's subject area examinations.	10% increase of the number of 8 th and 9 th	grade students that will take rigorous academic courses.	25% of 8th and 9 th grade students are accepted into schools that require an application and selection process.	
i is to offer all students a quality of utstanding community leaders.	PASITOR OF De		The Stanford 9 Achievement Test	S. history	oubject area examinations yet to be selected or developed	Records of students Participating in high level academic courses		Records of students participating in programs requiring application and selection.	for
1 Junior High Public Charter School is t cooperative team players and outste	Performance Indicators	Cudanto will	scucents will move from basic to proficient and from proficient to advanced.	Degree to which students	achieve mastery of the school's curriculum standards	Number of students participating in schools and programs that require an	application and selection process.	()	e <i>Lak</i>
The mission of Paul Jun thinkers, coop	Performance	Objectives or Goals	improve their performance on the Stanford 9 Achievement Test.	1.2 Paul students	will acquire a comprehensive knowledge that will equip them for	success in the middle school years	high school and beyond.		Paul Board Chair Signature PCSB Board Chair Signature

Strategies for A ttainment	ldentify and purchase appropriate software and technology across all subject areas.	The computer lab will be open before and after school for students.	The Computer Coordinator will sponsor a computer club as an extended day activity for interested students.	Teachers and other staff will receive professional development on advanced computer applications before and after school from the Commuter	Coordinator. The school will be open extended hours to accommodate parents' schedules.	Designate Report Card Days to give parents the opportunity to retrieve report cards and confer with teachers.	Provide incentives to attract parental involvement.	Disseminate a Parent Survey to determine interest in volunteering.	Organize a Parent Council, recruit section parents, and implement a phone tree system to remind parents of scheduled activities.	
Baseline Data	Mastery of technology 1 curriculum by students as evidenced by current students' work projects and		(- U Ø	<u>م ۲ ۲ ۲</u>	School year 2002 parent C sign-in sheets and at participation records will be		Ū.	<u>ם יב</u>	Da CO	
Five-Year Target	85% students will demonstrate minimum computer skills competence.				arents will ed in the at least one	activity.				
Annual Target	50% of students will demonstrate minimum computer skills competence.		•		60% of parents will be involved in the school in at least one	activity.				
Measures of Performance	Administration of computer skills inventory by teachers				Attendance and participation records for school events, meetings, conferences, and volunter assignments					
Performance Indicators	Number of students demonstrating minimum competence or grade of 70%.				kate and types of parental involvement					
Performance Objectives or Goals	Paul students will be computer proficient				1.4 Farents of Faul students will be involved in at least one activity annually at the	school.	·			

Strategies for Attainment		Periodic audit and reviews of financial records will be conducted.	
e Objectives Baseline Data	Baselines will be established in summer 2001 based on experience in the first year of the school's operation.		
formance Annual Target Five-Year Target Baseline Data	The Board will continue to be fully constituted and hold regularly scheduled meetings 100% of the time. The Board will continue to operate 100% of the time under bylaws and written policies. Board will continue 100% financial	oversight. The school operates within its established budget 100% of the time.	The school manages donations and grants with 100% accuracy.
Annual Target	Board is fully constituted and holds regularly scheduled meetings 100% of the time. Board operates 100% of the time under bylaws and written policies. Board provides 100% financial oversight.	The school operates within its established budget 100% of the time.	The school manages donations and grants with 100% accuracy.
Measures of Performance	Examination of the Board's files and minutes of regular meetings.	Annual external audit reports no findings. Periodic financial reports to the DC Public Charter School Board.	Examination of grant award notification letters and donation records.
Performance Indicators	The Board is July constituted, including parent representatives, and holds regular meetings scheduled in advance. The Board operates under bylaws and written policies that are available to the public upon request. The Board provides appropriate financial oversight for the school.	A realistic balanced budget is established. The school operates within its established budget. The school meets its payroll, pays its payroll taxes, uses proper procurement procedures, insurance coverage, pays its loans and makes promised pension payments.	The school receives donations and grant awards.
Performance Objectives or Goals 3.1 The Daul Doord of	Trustees will be effective and accountable.	3.2 The Paul Charter School will successfully manage its finances.	

4

			-			
Stratevier for 4 ttainmant	A planned program of strong parental involvement should have the effect of building customer satisfaction.	Teachers are involved in major decision-making processes regarding evaluation, instruction, curriculum, assessment tools, and school life.	A plan for professional development will be designed and implemented based on a needs assessment administered to administrators and faculty. Follow-up assistance will be included in	the plan. Professional consultants will be utilized to provide Itigh-quality staff development specifically in the areas of curriculum and assessment. Administrators and faculty will attend local and out- of-state conferences and workshops. A coaching team will be established to assist all teachers in effective instructional delivery.	processionausm, subject matter knowledge and community outreach.	
Baseline Data	First-year comparisons will be made against the survey conducted by DCPS for all its echonic A must be survey	a schools. A use basents will be established in summer 2001 using data from the first survey conducted by Paul as a charter school.	Baseline will be established in 2001.			
Five-Year Target	90% of surveys reflect high ratings.	Membership remains stable	95% of 95% of administrators and faculty will professional development	activities quarterly.		
Annual Target	80% of surveys reflect high ratings.	Membership remains stable	95% of administrators and facuity will participate in professional development	activities quarterly.		
Measures of Performance	Three parallel forms of a customer satisfaction surveys: parents, students and staff	Surveys of parents, students, and staff. Waiting list, open house attendance lists and scheduled visits.	Evaluation forms Staff sign-in sheets at professional development workshops	•		
Performance Indicators	High ratings on the customer satisfaction surveys	Number of neighborhood children and out-of- boundary children seeking applications	Participation rate of faculty and administrators at professional development activities			
Performance Objectives or Goals	3.3 Paul is a highly regarded educational institution by Paul parents, students and staff.		3.4 Professional development for administrators and faculty at Paul is focused on instruction, special education inclusion strategies.	and supporting teachers in their early years and beyond.		•

•

Stanford 9 Test Score Results SY 2004-2005

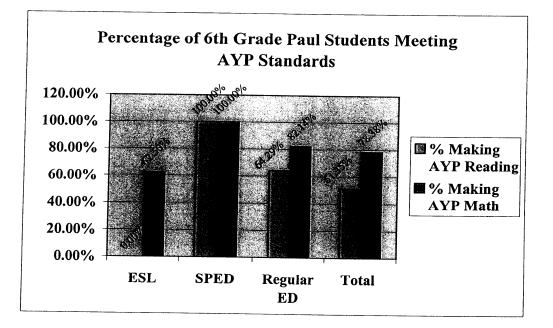
A MARK

Paul Public Charter School SAT-9 Test Results Spring, 2005



	Reading	ing Math		otal Tested	
				Reading	Math
ESL No AYP	8		3	8	8
SPED No AYP	0		0	1	1
Reg Educ No AYP	10		5	28	28
Total No AYP	18		8	37	37

	% Making AY	Р
	Reading	Math
ESL	0.00%	62.50%
SPED	100.00%	100.00%
Regular ED	64.29%	82.14%
Total	51.35%	78.38%



7/12/2005

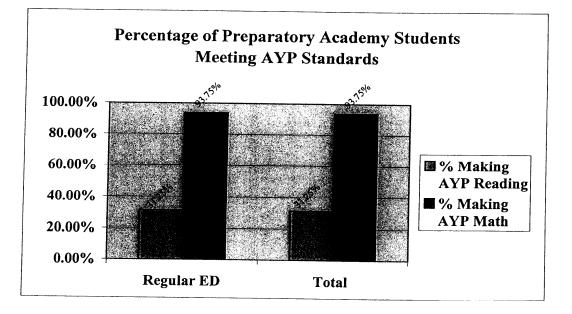
Ì

Thursday, May 17, 2007.max

Paul Public Charter School SAT-9 Test Results Spring, 2005

	Reading	Math	Total Tested		
			Reading	Math	
ESL No AYP	NA	NA	0	0	
SPED No AYP	NA	NA	0	0	
Reg Educ No AYP	11	1	16	16	
Total No AYP	11	1	16	16	

	% Making AY	Р
	Reading	Math
Regular ED	31.25%	93.75%
Total	31.25%	93.75%



7/12/2005

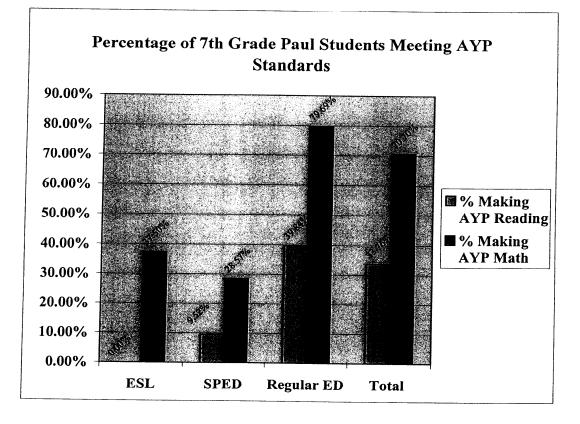
-

- and

Paul Public Charter School SAT-9 Test Results Spring, 2005

	Reading	Math	Total Tested	
			Reading	Math
ESL No AYP	8	4	5 8	8
SPED No AYP	19	15	5 21	21
Reg Educ No AYP	77	20	5 128	128
Total No AYP	104	46	ó 157	157

	% Making AY	Р
	Reading	Math
ESL	0.00%	37.50%
SPED	9.52%	28.57%
Regular ED	39.84%	79.69%
Total	33.76%	70.70%

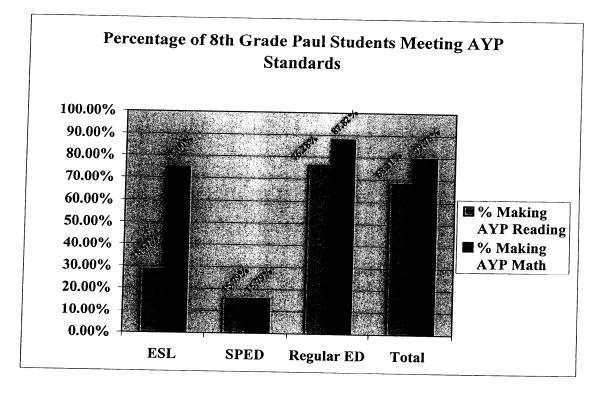


7/12/2005

Paul Public Charter School SAT-9 Results Summary

	Reading	Math	Total Tested	
			Reading	Math
ESL No AYP	5	2	2 7	8
SPED No AYP	16	16	5 <u>1</u> 9	19
Reg Educ No AYP	37	19	156	156
Total No AYP	58	37	182	183

	% Making AY	Р
	Reading	Math
ESL	28.57%	75.00%
SPED	15.79%	15.79%
Regular ED	76.28%	87.82%
Total	68.31%	79.78%

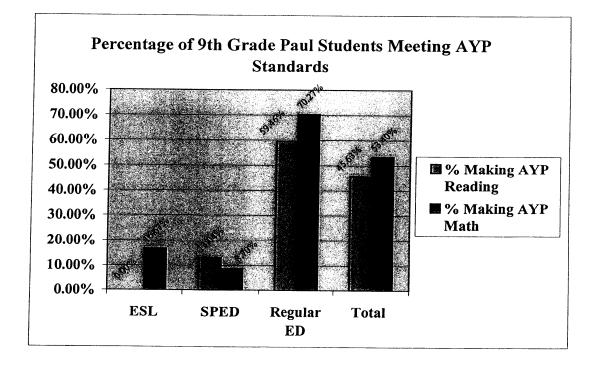


7/12/2005 1:39 PM

Paul Public Charter School SAT-9 Test Results Spring, 2005

	Reading	Math	T	otal Tested	
				Reading	Math
ESL No AYP	6		5	6	6
SPED No AYP	20	2	1	23	23
Reg Educ No AYP	30	2	2	74	74
Total No AYP	56	4	8	103	103

	% Making AYP	
	Reading	Math
ESL	0.00%	16.67%
SPED	13.04%	8.70%
Regular ED	59.46%	70.27%
Total	45.63%	53.40%



7/12/2005

Appendix F



"ACADEMICS, ARTS, AND ATHLETICS... Experience It All at Paul!"

ANNUAL REPORT SY 2013-2014

Jami D.H. Dunham Chief Executive Officer

Sterling Ward Chair, Board of Trustees

5800 Eighth Street, NW, Washington, DC 20011

TABLE OF CONTENTS

Ι.	School Description
	A. Mission Statement
	B. School Program4
	1. Summary of curriculum design and instructional approach4
	2. Parent involvement efforts6
II.	School Performance
	A. Performance and Progress7
	1. Extent to which Paul PCS is meeting its mission7
	2. Extent to which Paul PCS is meeting the goals detailed in its charter8
	B. Lessons Learned and Actions Taken9
	C. Unique Accomplishments10
	D. List of Donors13
111.	Data Report14

Appendices

Appendix A- Staff Roster for 2013-14 School Year
Appendix B- Board Roster for 2013-14 School Year
Appendix C- Unaudited Year-end 2013-14 Financial Statements
Appendix D- Statement of Financial Position
Appendix E- Approved 2014-15 Budget
Appendix F- List of Partners

I. School Description

A. Mission Statement: The mission of Paul Public Charter School is to educate our students and to develop in them the capacity to be responsible citizens, independent thinkers, and leaders.

Located in Northwest Washington, DC, Paul PCS serves students in the middle and high school grades and is the home of the "**M.E.R.I.T. Scholars**" (*Motivated, Educated, Responsible, Independent Thinker*). Beginning in the middle grades, MERIT Scholars experience a rigorous, college preparatory curriculum, coupled with arts and athletic opportunities to develop a firm foundation to eventually enter Paul International High School.

To achieve our mission at Paul Public Charter School, we strive to accomplish the following goals:

- Offer a rigorous academic curriculum
- Encourage an appreciation of the Arts and participation in Athletics through curricular integration and an enriching Extended Day program
- Raise an awareness for community and global issues
- Encourage a cooperative and collaborative work ethic
- Foster a desire for life-long learning, engagement, and positive leadership
- Ensure that our scholars graduate from high school and college and are globally competent

The philosophy of Paul PCS embodies the belief that *all children can learn* and benefit from our "Triple A Program," offering high-quality **Academics**, **Arts**, and **Athletics** delivered within the context of a nurturing and structured school environment. The middle and high school years are among the most crucial in a child's development, because it is then that the student generally chooses the directions, both academically and socially, that will influence the balance of his or her life. We provide each student with the wide-ranging opportunities and challenging experiences intended to expand each scholar's world, a vast offering of academic and extra-curricular activities designed to increase each scholar's knowledge, and leadership opportunities which will equip our scholars to take an active role in a global society.

Our core values reflect the beliefs of the Paul PCS community, which set the tone for a positive school culture. Our core values and beliefs are:

- Community: Creating a welcoming, nurturing and orderly environment to provide an opportunity for all students, faculty and staff, board members, parents, and volunteers to perform at optimal levels.
- Diversity: Recognizing that each student must be provided with an individual plan for success and that diversity can strengthen the school community.
- Achievement: High quality teaching is a priority and must be coupled with relevant, rigorous, authentic, and aligned curriculum to ensure high student achievement.
- Addressing the needs of the whole child: Academics, Athletics and Arts are addressed during the school day to ensure the successful growth and development of well-rounded leaders and responsible citizens.
- Collaboration: Collaboration amongst stakeholders is an essential strategy for school improvement.
- Responsibility: All faculty and staff members are responsible for the academic and social growth of students.

Paul PCS provides a structured, yet nurturing environment, through an extensive character education

model, individualized course placement, and an array of support services. A myriad of after school activities and clubs allow students to explore hobbies and interests, including athletics, mentoring organizations, music and dance, media and technology, visual arts, and more. Paul PCS has high expectations and believes that success in the middle and high school years is realized by providing a rigorous academic program, a deliberate exposure to the arts and athletics, and an emphasis on character development and leadership.

B. School Program

1. Summary of curriculum design and instructional approach

The curriculum at Paul Public Charter School is structured to foster individual student growth. Over the course of their studies at Paul, students build rich content knowledge, effective reasoning skills, responsible habits, exposure to a larger worldview, and an appreciation of their roles as individuals within the school, neighborhood, and global community.

Paul PCS offers an extensive liberal arts curriculum to all middle and high school students that is designed to meet the needs of every student. This balanced curriculum incorporates English, Mathematics, Science, and Social Studies as the core courses that are supplemented with a world language, physical education and health, technology, and arts electives. Academic program highlights include:

- Technology and arts integrated into core curriculum
- Multiple world language offerings
- Low teacher to student ratio
- Project-based learning and instruction
- Individualized student plans that include advanced/intervention courses
- International studies program in high school grades

To support the transition to middle school in the sixth grade, Paul provides a nurturing and supportive structure for its youngest scholars, coined "Paul Prep." The sixth grade teaching team develops grade-level appropriate incentives and activities to make scholars' sixth grade year more successful, while intensely addressing academic deficiencies. Paul Prep motivates, supports, and encourages scholars to begin middle school and thrive immediately. Seventh and eighth graders take an additional core course and have an opportunity to exercise more independence and empowerment. After the middle school grades, Paul scholars matriculate and flourish in our Cecile R. Middleton Ninth Grade Academy, the freshmen component of the Paul International High School, where they begin to delve into the global issues that impact their lives and their communities. High school students develop global competencies through a global studies course scheme, community service and leadership opportunities, study abroad and international travel, and completion of a culminating capstone project. Through this focus, scholars learn to think critically so that they can compete and thrive in college and beyond.

In addition to specific content goals, the Paul curriculum makes students active participants in their learning process, teaches them to be accountable for their own successes, and provides them with a greater understanding of the world and their role in it. Content standards and cross-curricular integration are designed to help students develop habits of questioning, analyzing, and making connections across the curriculum and to their own lives.

Beginning in 2011, Paul adopted the Common Core State Standards and initiated the process to embed them in the English/language arts and math curricula in 2012. Each content department has integrated supplemental instructional programs tailored to fit the diverse learning needs of the student population. Teachers develop curriculum maps each year, which outline the year-long plans for addressing the content standards. The curriculum maps are organized by thematic units and include standards, essential questions, assessments, instructional strategies, and resources. Teachers then develop 9-week advisory

plans to drill down the standards into weekly aims/objectives, which then are used to derive daily lesson plans.

Paul is partnered with The Achievement Network and uses the ANET Schedule of Assessed Standards to also drive instructional decisions. Students take four interim assessments a year and teachers use the data cycles to provide individual and small group support for students.

Students demonstrate mastery of the standards through daily exit tickets, unit exams, course projects, midterm and final examinations, and standardized testing. In each class during each advisory (every 9 weeks) students are required to complete an interdisciplinary or intra-disciplinary project to demonstrate mastery of standards. Before progressing to the next grade level, students are required to achieve mastery in the skill areas related to math, English/language arts, social studies, science and world languages (French or Spanish).

Because the curriculum design is based on individual learning needs, the school carefully and regularly assesses these needs. Students entering Paul take a placement exam and participate in a weeklong summer orientation in which multiple data are gathered to identify strengths and weaknesses. Each student's schedule is then designed for that student alone.

This individualized program structure also accommodates the needs of our students with special needs. The core courses for English Language Learners are based on their language proficiency score, math level, and native language. The core courses for special education students are determined according to the requirements of their Individualized Education Plan (IEP). All students and their families receive information packets and a Family Handbook that include details about Paul's academic requirements. Families who are new to Paul are encouraged to attend the New Family Orientation that is held prior to the beginning of the school year.

All students use the Paul Student Resource Book daily to record their homework assignments. The book is also a resource that contains the school's academic policies, school calendar, promotion requirements, homework responsibilities and grading scale. For each class, students are provided with a syllabus that details the learning goals, major assignments, materials and textbooks, grading percentages, homework and test overview, and teacher contact information. Teachers and administrators distribute and discuss course syllabi with parents on Back-to-School Family Night at the beginning of the year. Student progress reports and report cards are mailed home throughout the school year at the mid- and end-points of each nine-week advisory period. Parents have the opportunity to meet in person with teachers to discuss their child's academic progress at Parent-Teacher conferences, held during the middle of the advisory.

The Paul curriculum was designed around the recognition that students need varying degrees of support to reach ambitious learning goals. Courses are structured to provide students with differentiated support according to their individual needs and promote continuous student growth. Cross-curricular integration reinforces growth in foundation subjects and enriches content in all areas.

Before each school year, the faculty convenes for a "Professional Development Institute" to review academic requirements, plan curriculum implementation, and develop instructional strategies. The faculty use standardized test results and teacher assessments from the previous year to gauge the curriculum's effectiveness and identify areas of strength and weakness. The Executive Team, school-based Leadership Teams, Instructional Coaches, and teacher leaders lead grade-level teams in assessing performance and developing targeted improvements for the upcoming school year.

5

We believe that academic excellence and character development are critical to ensuring that our scholars thrive. The Character Education Program at Paul provides the framework for model behavior, so that students strive to become M.E.R.I.T. Scholars. The challenge to each scholar is to internalize this model and learn to be guided from within rather than from faculty and staff. We believe that this holistic approach to education rounds out the young learner for success in secondary and higher education. Our goal is to teach and encourage each student to be a *Motivated, Educated, Responsible, Independent Thinker*.

Each month scholars earn incentives for exhibiting the school's character traits, which include respect, honesty, citizenship, caring, self-discipline, responsibility, fairness, perseverance, courage, and loyalty. Scholars are recognized publically in community meetings as a means of reinforcing the expectations for scholar behaviors and celebrating scholar successes. Scholars can also earn additional incentives which may include MERIT points, participation in off-campus trips, dances and social mixers, movie and game rewards, and additional student choice. Scholars learn and understand that their actions result in either positive or negative consequences, which directly impact their futures.

2. Parent involvement efforts

Paul values parents as partners in educating our students. Paul provides both formal and informal structures for parents to be involved in the life of the school. The bylaws of Paul's Board of Trustees mandate that two current Paul parents serve on the school's board. This level of parent involvement provides parental input and feedback within the governing body. The Board of Trustees holds monthly meetings (excluding August and December), an annual retreat, an annual data dive, and monthly committee meetings.

Paul also has a Parent Action Group (PAG), which is a parent-led body of parents and families that supports the school's mission and focuses on improving parent involvement. PAG leaders meet with the parent liaison (a selected staff member) and school administrators on a regular basis to plan upcoming parent involvement events and to discuss concerns. PAG hosts/co-leads a series of events throughout the year including:

- o New Parent Orientation (August)
- o Back-to-School Block Party (September)
- o Back-to-School PAG Meeting (September)
- o International Family Night (October)
- o Thanks-for-Giving Food Drive and Service Day (November)
- o Holiday Mixer (December)
- o DC-CAS Workshop (January)
- o Family Literacy Night (February)
- o Family Funfest (May)
- o Parent Appreciation Luncheon (June)

In addition to the above activities, PAG also supports school-wide events including:

- Back-to-School Night
- ANET and DC-CAS Testing (volunteers and proctors)
- Open House
- Staff Appreciation Week

The school utilizes additional methods for parent involvement beyond collaborating with PAG, which include:

- Quarterly newsletters
- Weekly reminders via automated messaging
- Weekly updates on school's website

6

- Social media updates
- Quarterly progress reports
- Quarterly report cards
- Quarterly parent-teacher conferences
- Student and parent incentives or parent participation/attendance at events
- Mid-year and end-of-year parent satisfaction surveys

II. School Performance

A. Performance and Progress

1. Paul's mission is to educate our students and to develop in them the capacity to be responsible citizens, independent thinkers and leaders. The extent to which the mission is being met is measured by the school's annual student achievement, school culture, and development goals. The 2013-2014 goals are listed below:

STUDENT ACHIEVEMENT	SCHOOL CULTURE (SCHOOL MODEL)	DEVELOPMENT
State-wide Assessment: Whole-School Middle School: 75% of the total middle school student population will meet or exceed proficiency on the DC-CAS Reading and DC-CAS Math subtests. High School: 70% of 10 th grade students will meet or exceed proficiency on the DC-CAS Reading and DC- CAS Math subtests.	 Maximize instructional time The total number of in-school and out-of-school suspensions will decrease by 20% (SY 2012-2013 to SY 2013-2014). Students on social/ academic probation will not exceed more than 15 % by the end of the year. The school-wide attendance rate will remain at 95% or above each advisory. 100% of students with a 504 plan and Individual Education Plans will receive appropriate services based on compliance regulations. 	Total giving and contributions will meet or exceed \$555,000 (excluding government grants).
State-wide Assessment: Sub-Groups SPED/ELL: 35% of Special Needs students will meet or exceed proficiency on the DC-CAS Reading and Math subtests. 55% of English Language Learners will meet or exceed proficiency on the DC-CAS Reading and Math subtests.	Increase strong relationships with stakeholders: 80% of stakeholders will satisfactorily rate the school's overall program staff, student, and parent surveys for the year.	Each school will ensure a re- enrollment rate of 85%.
State-wide Assessment: Gate-Way Measure Middle School: 80% of eighth graders will score proficient or advanced on the DC-CAS Math subtest. High School: 30% of tenth graders will have a raw score of 30 on each section (reading, writing, and math) of the PSAT.	 Increase character development and leadership skills 60% of middle school students will participate in an extended day activity. 35% of high school students will participate in an extended day activity. 85% of middle and high school students will qualify for character education incentives based on the accumulation of MERIT points. 100% of high school students will complete at least 25 hours of community service each year. 	Total funds secured for facilities expansion project will meet or exceed \$500k.
State-wide Assessment: Advanced Students Middle School: 80% of middle school students in advanced level courses will score advanced on the DC-CAS Reading and/or Math subtest(s). High School: 80% of high school students in honors level courses will score advanced on the DC-CAS Reading and/or Math subtest(s).	 Increase parent involvement: Increase the size of the PAG leadership team by 100% (annual comparison), with representation from all grade levels. Each PAG leadership team member will attend 50% of planning meetings throughout school year. 25% of parents/families from every grade level will attend school wide family events 	Student recruitment and retention efforts will result in meeting projected enrollment (680).

Paul PCS	Annual Report SY 2013-2014	8
	throughout the year (i.e., Back-to-School Night, Parent-Teacher conferences, etc.).	
State-wide Assessment: Composition/WritingSubtest: 70% of students in 7 th and 10 th grade willmeet or exceed proficiency on the DC-CASComposition subtests.Science Subtest: 70% of students in 8 th and 9 th grade will meet or exceed proficiency on the DC-CAS(science 8 and biology) subtests.Standards Mastery:Middle School: 100% of middle school students willscore at least 70% on the Core StandardsAssessment in all core subjects (English, Math,Science, Social Studies).High School: 100% of high school students will scoreat least 70% on the Core Standards Assessment inall subjects (English, Math, Science, Social Studies,World Language, and Electives).Teacher Effectiveness:		The school will develop an alumni database of at least 250 alumni.
100% of teachers will improve effectiveness by 0.5 based on Domain 2 (Instruction & Student Engagement) of the teacher evaluation tool and score effective to highly effective on Domain 3 (Assessment & Student Outcomes) of the teacher evaluation tool.		

The school saw the most gains in the following categories:

- State-wide assessment: advanced students
- State-wide assessment: composition/writing
- 6th grade math proficiency (75%--7% gain from 2013)
- 6th to 7th grade cohort effect in Reading (4% gain)
- Maximizing instructional time
- Development: total giving and contributions
- 2. The school has adopted the PMF goals as a part of the charter agreement. The following table summarizes the school's 2014 DC-CAS results:

Content Area	Paul PCS	DCPS
Middle School Math	68%	51%
Middle School Reading	49%	47.7%
8 th grade Science	44%	43%
7 th grade Composition	68%	48%
10 th grade Math	44%	48%
10 th grade Reading	50.5%	48.7%

Overall, the school continues to outperform the DCPS sector in all but one category. The school also generally outperforms the state. Other highlights in the school's data include:

- The school's attendance rate for 2013-2014 was 92.7% overall.
- 90% of high school students in honors classes were proficient/advanced in both Reading and math.

• 57% of high school ELL students were proficient in math, compared to the state average of 49%.

B. Lessons Learned and Actions Taken

Based on the 2013-2014 data, the school has taken many lessons learned from the school year. Having been a Tier 1 school for the first three years of the PMF, Paul PCS has a solid foundation. The past school year included many challenges, and the leadership has focused on tuning and tweaking systems to regain its Tier 1 status. While growing the high school grades, Paul PCS is committed to improving the overall academic program in all grades during the 2014-2015 school year. The following table details the goals that the school has adopted, based on the lessons learned during the 2013-2014 school year. It includes the actions to be taken (drivers and strategies) that were identified during the summer planning months prior to the 2014-2015 school year.

CRITICAL AREA OF ENGAGEMENT	STRATEGIC GOAL(S)/ OUTCOME(S)	School Year 2014 – 2015 Goals & Targets	Key Drivers and Strategies
School Model	By 2017, Paul will provide a college-preparatory program for grades 6-12 with a focus on global awareness and engagement.	 College Preparation and Engagement 75% of scholars will demonstrate skills of college bound scholars in their grade levels Global Awareness and Engagement 75% of classrooms will have evidence of S.A.G.E weekly (Student choice, authentic context, global significance, and exhibition) 	College Preparation and Engagement Exposure and "college talk" Increased Rigor Global Awareness and Engagement Cross curricular planning Use of performance based assessments
	By 2017, 100% of scholars will meet mission-specific goals that are aligned to the school's mission and signature Triple A Program.	 Character Schools will score 90% on the school culture rubric 85% of students will spend 95% of time in class (measured by attendance, in/out of school suspension rate, accumulation of merit/demerit points) Triple A 60% of scholars will participate in extended day activities that are aligned to Triple A model Assemblies will score 90% on the Arts Performance Rubric (number of participation, parent guests, community participation) Develop milestones for Academics, Athletics and Arts in the Triple A Program 	 Character Observation and Feedback Quarterly culture walkthroughs Responding to data with interventions that focus on merit/demerit system, parent engagement, planned teaching Triple A Observation and Feedback Goal Setting Marketing and Recruiting of extended day programs and assemblies
	By 2017, 100% of scholars will meet the school-wide academic goals, as measured by internal assessments and state- wide assessments.	 75% of scholars meet or exceed proficiency targets on internal assessments (ANET/interims, unit tests, finals, and Performance –based assessments) 	 Ongoing data cycle Re- Assess Analyze Plan Tools to evaluate outcomes Communicating data to students
	By 2017, 100% of all graduating seniors will be accepted into accredited two or four year colleges/universities.	 50% of juniors will meet or exceed the national average on each college entrance exam (PSAT/SAT, Aspire/ACT) 75% of scholars will have a GPA of 2.5 or above 100% of high school scholars will have 75% of service hours completed by the end of junior year 	 Adults focusing on student work Embedded ACT prep in English and Math Data conferences which provides action planning for college readiness Sharing opportunities for service learning Design supports for students and families to assist in college readiness
Board Engagement	By 2017, the Board of Directors will increase effectiveness in the following areas: • Fundraising	 100% of committees will develop committee action plans aligned to board goals by October 31, 2014 Increase board giving by 10% from the previous school year 	 Increase fundraising and friend-raising opportunities for board members Onboard new development committee chair Conduct bi-annual board self-

	Paul PCS Annual Report SY 2013-2014 10			
	 Academic oversight Governance 		 assessment Develop board goals and committee action plans in response to areas of needed development documented in the board self-assessment to ensure continuous improvement in board practices 	
	By 2017, 100% of board members will fulfill the board member agreements.	 By October 1, 2014, create dashboard for monitoring compliance of board members with Trustee Agreement 100% of board members will develop individual board engagement plans by October 31, 2014 	 DD and CEO to meet with all Board Members by December 15th to discuss fundraising & friend-raising Develop comprehensive board orientation and training 	
Fiscal Accountability	By 2017, Paul's annual budget will include an excess of at least \$100K.	 By September 30, 2014, create and implement a new quarterly budget monitoring process that is used to make financial decisions that improve the school's fiscal health By January 31, 2015, implement a rigorous budget process that is driven by the needs of the overall program and monitored effectively by board and senior staff leadership 	 Outsource finance and accounting services to EdOps Develop internal fiscal dashboard 	
	By 2017, Paul will have developed and implemented a new ten- year Capital Improvement Plan funded predominantly by the facilities allotment and facilities grants.	 Secure at least \$250k of additional funding for facilities project 	 Secure pro bono consultant to provide support to develop Capital Improvement Plan Submit proposals to appropriate funders to support improvements to facilities 	
Development	By 2017, the school will have raised requisite funds annually in support of the school's expansion and development needs in furtherance of the business model (*does not include per pupil allocation).	 Raise \$470k (beyond per pupil allocations) Meet targeted enrollment projections 	 Diversified fundraising approach Increased and effective outreach to key stakeholders Develop strategy for organizational communications and marketing 	
	By 2017, Paul will raise the requisite funds through a Capital Campaign to provide financial support for Paul's campus.	 By December 31, 2014, develop a Capital Campaign strategy to launch in Spring 2015 Seek 10 Major gifts at \$50,000 each and 2 Major gifts of \$100,000 	 On board CC Co-Chair/Tri-chair by Fall/Winter 2014 Develop robust prospecting process to identify potential major gift makers 	

C. Unique Accomplishments

Tier 1 Status Announcement from the DC Public Charter School Board

On November 8, 2013 the DC Public Charter School Board announced that Paul PCS Middle School qualified as a Tier 1 DC Public Charter School based on the Performance Management Framework. The announcement marked the third consecutive year of Paul being distinguished as a Tier 1 school.

My Brother's Keeper: Responding to the call

On the heels of President Barack Obama's "My Brother's Keeper" initiative launched in February 2014, Paul PCS recognized National Charter School Week and Teacher Appreciation Week by hosting a forum on May 8, 2014 on the critical issue entitled: "My Brother's Keeper... Responding to the Call." Over 200 attendees shared an afternoon and evening of real-time solutions and mobilization by the community for our young boys and men of color. Eighty male scholars attended workshops that were created to implement the initial steps to help create opportunities for our young men to fully realize their individual potential and uncover strategies for success as they continue to mature. The workshops focused on history, empowerment, giving back to the community, college readiness, real world preparation, and financial literacy.

Experience Japan at Paul Family Night

Paul Scholars, family members, and Japanese exchange students celebrated "Experience Japan at Paul" presented by Paul International High School on March 24, 2014. The event was the culminating celebration after a week-long visit from 23 exchange students who hailed from Japan. The event included live performances by our Paul scholars and the Japanese exchange students, Japanese-styled cuisine, and traditional games and activities.

Paul PCS Scholars' Artwork Recognized by the American Civil Liberties Union

During the winter of 2014, Paul scholars participated in the American Civil Liberties Union Constitution Day Wall of Rights Arts Contest. The mural created by our scholars earned honorable mention in the event and a \$2,500 reward.

MLK Day of Service

In remembrance of Dr. Martin Luther King Jr, over 200 volunteers representing local colleges, universities, Paul International High School, and various private businesses came to Paul to lend a helping hand. Volunteers built various picnic tables, park benches, and storage bins for our community garden. Volunteers also painted a "Triple A" themed mural inside the school cafeteria.

Growing Healthy Schools Week Events

For the second year, DC School Garden Week and DC Farm to School week were combined to celebrate Growing Healthy School Week recognizing school gardens throughout the District of Columbia during September 2013. Paul PCS was fortunate to have the opportunity to participate in the event which encouraged the celebration of seasonal food in school meals and engaged students in the farm-to-table process. The celebration was extremely successful in stimulating more citywide support for and involvement in farm-to-school and school garden programs. Throughout the week, our staff members worked with local non-profits, farms, and chefs to coordinate inspiring activities aimed at engaging students in a conversation about seasonality, plant cultivation, and nutrition.

Paul International High School Staff Attend Professional Development Opportunity in Hong Kong

Paul PCS International High School staff attended the Asia Society's Annual Leader's meeting in Hong Kong. Paul PCS International High School began a partnership with the Asia Society during the inaugural opening year to promote global competency and awareness among our high school scholars. During the visit, members of the Paul team were able to visit several schools that have programs that we would like to implement in the future. The visits included dialogue with the schools' leadership and classroom observations. Lastly, the team was able to hear from the Chief Curriculum Development Officer of the Hong Kong Education Bureau, panels featuring Hong Kong school Principals, and the Superintendent of the Denver Public School System regarding education reform in Hong Kong and equipping students with the necessary 21st century skills in order to make an impact on society.

National Junior Honor Society

Forty-two eighth grade scholars were elected to the National Junior Honor Society, our nation's premier organization that recognizes outstanding academic achievement among middle school students. The

National Junior Honor Society chose students who demonstrated excellence in the areas of scholarship, leadership, service, citizenship, and character. The academic requirement for National Junior Honor Society is that the students' have no less than a 3.5 cumulative grade point average.

Summer Trips to Japan and Costa Rica

In June and July of 2014, Paul PCS scholars traveled to both Japan and Costa Rica. Students traveling to Japan took part in various experiences including visiting the Sensoji Temple and the Tokyo National Museum, traveling to Nagano by the bullet train, touring the landscape of the Matsumoto Castle, spending a weekend with a Japanese host family, and attending the Hakuba High School festival and farewell party with local students. The students who traveled to Costa Rica were able to immerse themselves in Costa Rican culture through practicing the language, volunteering with local students, traveling the rainforest, and experiencing the country's food, dance, and music.

Paul PCS Athletic Offerings and Accomplishments

The 2013-2014 brought a number of athletic accomplishments by our middle and high school students. Athletic teams were offered in the following disciplines: Cross Country, Football, Soccer, Volleyball, Basketball, Swimming, Baseball, Softball, Track and Field, and Cheerleading. Wellness activities such as Zumba, Dance, Step, Skiing, and Snowboarding were also offered to our scholars. Our athletic team awards included: JV Girls Basketball (PCSAA runners-up), Middle School Volleyball (PCSAA champions), and Middle School Girls Basketball (PCSAA champions).

D. List of Donors

Paul PCS launched a "14 for 14" Fundraising Campaign to celebrate the high school expansion and 14 years of dedication to M.E.R.I.T. Scholars. We challenged staff and supporters to help raise \$140,000 by June 30, 2014. Listed below are the donors and grantors who contributed monetary or in- kind donations equal to or exceeding \$140 during SY 2013-2014 (additional donors include sixty-six sponsors at the Friend level):

Supporter

- Kamal Ali
- Kent Amos
- Richard Binder
- Bradcorp Services, Inc.
- Capital One Services, LLC
- Claudine Chetrit
- Donald A. Chomas
- Kimberly Cockrell
- Doris McGhee Collins
- Jami & Desmond Dunham
- Nia & Niles Dunham
- ExxonMobil Educational Alliance Program
- Allen Gerson
- Giant A+ Awards
- Steven M. Glazer
- Carolyn Windsor Gullat
- James L. Hudson
- Chiamaka Kalu
- Larry A. King
- Keitha Lindsey
- Karla Maldonado
- Takita Mason
- James McDowell
- Alisha Miller-Gadson
- Dr. Renee Neely
- Lisa Nether
- Barbara Nophlin
- Sherry Patten
- Fiona Philip
- Susan Podolsky
- Richard Rome
- John H. Shamley
- Milton Shinberg
- Danielle Singh
- Ty Stephens
- Denise Taylor
- TenSquare LLC
- The Laurasian Institute on behalf of Roberta Colton
- The Links, Incorporated, The Potomac Chapter
- Rami Turayhi

- UBS
- Cynthia Ward
- Kenya Wilson
- Eugenia Woodson
- Lynda Wright

Champion

- Erin M. Albright
- Lori Alvino-McGill
- American Civil Liberties Union Foundation, Inc.
- Andrews Federal Credit Union
- Mannone Butler
- Roberta Colton
- DC Farm Field Trip
- Exxon Mobil Educational Alliance Program
- Aubrey Farb
- Houston Jewish Community Foundation
- Pamela Long
- MCN Build
- Michael Faino and Laura Samberg
- David Morris
- Jim Moss
- PRM Consulting
- Richard Rome
- Savillis & Studley
- Walmart
- Sterling Ward, Symbiont, Inc.
- Whole Kids Foundation

Trailblazer

- New Schools Venture Fund
- OSSE Office of the State Superintendent of Education
- Taproot Foundation
- W.K Kellogg Foundation

Data Report

GENERAL INFORMATION			
Source	Data Point		
PCSB	LEA Name	Pau	I PCS
PCSB	Campus Name	Paul PCS – Middle School	Paul PCS – International High School
School	Ages served – adult schools only		
PCSB	All Grades	416	253
PCSB	РКЗ	0	0
PCSB	РК4	0	0
PCSB	KG	0	0
PCSB	1	0	0
PCSB	2	0	0
PCSB	3	0	0
PCSB	4	0	0
PCSB	5	0	0
PCSB	6	90	0
PCSB	7	150	0
PCSB	8	176	0
PCSB	9	0	151
PCSB	10	0	102
PCSB	11	0	0
PCSB	12	0	0
PCSB	PG	0	0
PCSB	Ungraded	0	0

	STUDENT DATA POINTS		
		Paul Public Charter School –	Paul Public Charter School –
		Middle School	International High School
School	Total number of instructional days	180	180
PCSB	Suspension Rate	32.93%	25.69%
PCSB	Expulsion Rate	0.96%	1.58%
PCSB	Instructional Time Lost to Discipline	0.68%	0.53%
PCSB	Promotion rate	99.1%	99.1%
PCSB	Mid-Year Withdrawals Rate	6.7%	5.9%
PCSB	Mid-Year Entries	2.2%	2.0%

14

	TEACHER DATA POINTS		
School	Teacher Attrition Rate	37.21%	
School	Number of Teachers	44	
School	Teacher Salary	Minimum - \$40,000 Maximum - \$73,005 Average: \$54,272	

	FACILITIES DATA POINTS				
School	Square footage for entire building (list separate facilities separately)	44,676			
School	Square footage for entire classroom space	134,000			
School	Cafeteria	Yes			
School	Theater/Performing Arts Space	Yes			
School	Art Room	Yes			
School	Library	Yes			
School	Music Room	Yes			
School	Playground	No			
School	Gym	Yes			
School	Playing field large enough to hold outdoor sports competitions	Yes			

EDUCATIONAL OFFERINGS				
School	Integrated/Infused Arts Program	Yes		
School	Classical Education School	No		
School	College Prep Program	Yes		
School	Expeditionary Learning Program	No		
School	Evening Program	No		
School	Extended Academic Time	Yes		
School	GED Program	No		
School	Language Immersion Program	No		
School	Math, Science, Technology Focus	No		
School	Montessori Program	No		
School	Online/Blended Learning Program	No		
School	Public Policy/Law Program	No		
School	Reggio Emilia Program	No		
School	Residential Program	No		
School	Special Education Focus	No		
School	Stand-Alone Preschool	No		
School	World Culture Focus	No (MS) / Yes (HS)		
School	Dual Enrollment	No		
School	Career/Technical Program	No		
School	Credit Recovery Courses Offered	No (MS) / Yes (HS)		
School	Advanced Placement	No (HS will offer AP courses in SY14-15)		
School	International Baccalaureate Program	No		

15

APPENDICES

Appendix A – Staff Roster for 2013-2014

Appendix B – Board Roster for 2013-2014

Appendix C – Unaudited Year-end 2013-14 Financial Statements

Appendix D—Statement of Financial Position

Appendix E – Approved 2014-2015 Budget

Appendix F – List of Partners

Appendix A – Staff Roster for 2013-2014

Last Name	First Name	Title	Credentials
Abeles	Mia	Dean of Academics	Master of Science in Math for Middle School
			Teachers
Akingbohungbe	Olabode	Counselor	Master of Social Work
Allen-Gipson	Ehlehna	English Teacher	BA English
Ayers	Adrian	English Teacher	Master of Communications
Baker	Porscha	Counselor	Master of Social Work
Barksdale	Tiffanie	Student Monitor	BS Criminal Justice
Bellamy	Justin	Arts/Music Teacher	BA Dance
Biesecker	Eric	Social Studies Teacher	MA in Social Studies
Boone	DeWayne	Social Studies Teacher	BS Social Science Education & MS Executive Leadership
Bordenkecher	John	Director of High School	BS History/Secondary Education & MS
		Programs	International Training and Education
Briggs	Nakia	History Teacher	PRAXIS II Social Studies BS Psychology and MS Counseling
Brown	Bardell	Student Monitor	Bachelor's in Social Work
Burns	Tommy	Security Officer	Bachelor's in Psychology
Carryl	Nicole	Data and Assessment Coordinator	MA Philosophy
Chaplin	Quenna	Admissions & Data Associate	Bachelor's Childhood Education
Clark	Nicole	English Teacher	Praxis English
Coleman II	Calvin	Arts/Music Teacher	Bachelor's in Early Childhood Education & 30 plus credits in Art
Davis	Courtney	High School Math Teacher	MS in Applied Mathematics
Davis	Kimberly	Human Resource Assistant	HS Diploma
Davis	LaTonya	Social Studies Teacher	Bachelor's in Political Science & MS History and Politics
Diaz	Betsy	Math Teacher	Bachelor's in Neuroscience & Psychology & Passed PRAXIS II Mathematics
Dickens	George	HS ESL	MA Teaching Elnglish as a Second Language
Dickson	Phillip	Security Officer	HS Diploma
Dunham	Jami	Chief Executive Officer	Master's of Educational Administration & Leadership
Edwards	Denise	9th Grade Academy Leader	Master's of Educational Administration & Leadership
Edwards	Imani	Math Teacher	Bachelor's in Human Development & Passed PRAXIS II Mathematics
Foster	Katrina	Special Education Coordinator	Master's of Curriculum & Instruction

		David DCC Annual Danag	+ CV 2012 2014 10
Fray-Evans	Jillian	Paul PCS Annual Repor	t SY 2013-2014 18 MS Clinical Psychology
Frazier	Erika	Science Teacher	Bachelor's in Biology & MA Educational
FIDZIEI	ETIKd	Science reacher	Administration
Froehlich	Robin	Special Education	Bachelor's in Special Education
	noom	Teacher	
Gaddis	Terilyn	High School Math Teacher	BS in Mathemeatics
Gadson	Alisha	English Teacher	Bachelor's in English
Gallant	Matthew	HS English	MS Teaching English
Glasby	Michael	Development Associate	Bachelor's of Political Science and Master's in
Clasby	WICHAEI	Development Associate	Health Education
Gonzalez	Leandra	ESL Teacher	BA & Passed PRAXIS II in ESL Content Knowledge
Graves	Tomiko	Math Teacher	Bachelor's in Civil Engineering
Gray	Lewis	Building Maintenance	HS Diploma
Grinnage	Victoria	Security Officer	BS Criminal Justice
Hamilton	Tamika	Student Monitor	BA English
	Whitney	Executive Assistant	Juris Doctorate
Hampton Hawkins	Steffanie		
Hawkins	Sterranie	High School Math Teacher	BS in Economics & passed PRAXIS II in Mathematics Content Knowledge
Henderson	William	Dean of Students	Masters of Arts in Counseling
Hood	Kellyse	Special Education	Bachelor's Organizational
noou	Kenyse	Teacher	Communication/Passed PRAXIS II SPED, Reading
			and Writing
Hubbard	Lakeisha	Security Officer	GED
Hyde	Lamar	IT Support Specialist	Bachelor's Info Systems and Analysis
Jennings	Whitney	Science Teacher	Bachelor's of Biology and MBA
Kalu	Chiamaka	Science Teacher	Master's in Biology
Kamara-Taylor	Haribo	Director of Business	Bachelor's of Finance and International
		Operations	Business
Khan	Iftikhar	Systems Administrator	Bachelor's in Journalism
Koenig	David	HS History	Juris Doctorate
Langford	Michelle	Social Studies Teacher	MA Social Studies
Lasso	Paul	Science Teacher	Bachelor's in Biology
Levush	Karen	Special Education	BS Special Education & passed PRAXIS II Sped
		Teacher	Content Knowledge
Lindsey	Keitha	Reading Teacher	Master's in Reading
Lomax	Monica	HS Special Education	MA Business Administration
Long	Linda	Attendance Counselor	HS Diploma
Long	Yolanda	Math Teacher	BS in Mathematics & Passed PRAXIS II in Math
	Kaula	Dusing and Manager	Conetent Knowledge
Maldonado	Karla	Business Manager	MS Business Administration
Manuel	Nicole	Special Education Teacher	BS Psychology & PRAXIS II in Sped Content Knowledge
Mason	Takita	Director of	BA in Print Journalism
		Development	
Matthews	Robert	Security Officer	HS Diploma
McDowell	James	Facilities	Bachelor's in Restaurant Management
McKissic	Renita	Cafeteria Assistant	HS Diploma
Merriweather	Victoria	HS English	BA in English

		Paul PCS Annual Repor	t SY 2013-2014 19
Neely Walters	Renee	School Psychologist	PhD in Clinical Psychology
Nicholas	Janell	Math Teacher	MA Teaching, Urban Education
Nicholson	Michelle	Human Resources Manager	M.B.A. and PHR certification
Nivens	Angela	HS Dean of Students	MA of Educational Management
Orozco	Juan	Building Maintenance	Commercial Remodeling License
Pang	Po-yee	Math Teacher	BA in Marketing & Passed PRAXIS in Elementary Education and Math Content Knowledge
Parks	Aisha	Instructional Assistant	MA in Telecommunications
Pearce	Eboni	Math Teacher	BA in Journalism & Passed PRAXIS II in Mathematics Content Knowledge
Pittman	Malcolm	Math Teacher	BS in Political Science & Passed PRAXIS II in Mathematics Content Knowledge
Ragin	Rosemarie	Director Student Services	Master of Psychology & School Counseling
Robinson	Amber	Physical Education Teacher	Bachelor's in Recreation, Park and Tourism
Rondeau	Lorrin	Special Education Teacher	Bachelor's in Political Science & Passed PAXIS II SPED
Rozier	Henry	French Teacher	PhD in French Language & Literature
Scott	Allison	HS English	BA in ELA & Passed PRAXIS II in ELA Content Knowledge
Scott	DeHavon	Arts/Music Teacher	BA in Music
Showa	Jinaabah	English Teacher	MA of Teaching Secondary English
Simmonds	Tolisha	English Teacher	Bachelor's in Literature and Language
Singh	Danielle	Middle School Principal	Master's in Education Administration
Smith	Ricky	Physical Education Teacher	Bachelor's Organizational Management, 31 Credits in PE and Health
Sorto	Brenda	Office Manager	Bachelor's of Arts Secondary Education
Spriggs	Kimberly	Chief Operating Officer	Bachelor's of Business Administration- Accounting, Masters in Human Resources
Taylor	Denise	Accounts Payable/Payroll Manager	HS Diploma
Taylor	James	Cafeteria Manager	Culinary Arts Certificate
Taylor	Michael	Support Teacher	Bachelor's in Professional English and Master's in Communication
Wagner	Natalie	French Teacher	Bachelor's French and International Studies, Master's Education
Warren	Adrian	Instructional Assistant	Bachelor's in Physical Education
Watson	Brooke	Development Associate	HS Diploma
White	Andrea	English Teacher	BA in English
Williams	Damon	Social Studies Teacher	M.Ed
Williams	Jolanda	Student Monitor	HS Diploma
Wilson	Kenya	HS Principal	Master's in Educational Administration
Woodson	Eugenia	English Teacher	Bachelor's in History, Passed PRAXIS II in English and Special Education
Wright	Steven	Security Officer	BA in History

Appendix B – Board of Trustees Roster for 2013-2014

** Executive Committee

Name	Position	Email Address
Erin Albright**	Trustee	mcvadonalbright@gmail.com
Mannone Butler**	Trustee	mannone.butler@dc.gov
Kimberly Cockrell	Trustee	kcockrell@achievementnetwork.org
Roberta Colton**	Vice-Chair	roberta.colton@gmail.com
Tonya DeVille	Parent Trustee	tdeville@ullico.com
Jami D.H. Dunham	Chief Executive Officer (Ex-Officio) Corporation President	jdunham@paulcharter.org
Melissa Kim	Trustee	mkim@newschools.org
Pamela Long	Trustee	Pamela.Long@edelman.com
Lori Alvino-McGill	Trustee	lorialvinomcgill@quinnemanuel.com
Rick Rome	Trustee	RRome@savills-studley.com
Sterling A. Ward**	Chair	sward@symbiont.com
Aurelia Williams	Parent Trustee	aurelia.mwilliams@gmail.com

Appendix C – Unaudited Year-end 2013-14 Financial Statements

Statement of Activities

For The Month Ending June 30, 2014

	YTD Actual	YTD Budget	YTD Variance
Revenues, Gains and Other Support			
Local Appropriation	\$10,286,694.32	\$10,208,422.00	\$78,272.32
In-Kind Donations	\$4,241.31	\$10,000.00	(\$5,758.69
Foundation Grants	\$525,395.00	\$533,750.00	(\$8,355.00
Government Grants	\$804,159.70	\$830,993.00	(\$26,833.30
Donations	\$91,451.01	\$45,000.00	\$46,451.01
Federal Entitlements	\$522,188.60	\$503,390.00	\$18,798.60
Food Service Income	\$52,578.76	\$40,000.00	\$12,578.76
USDA Food Reimbursements	\$162,543.18	\$160,000.00	\$2,543.18
Sales and Activity Fees	\$9,288.54	\$12,360.00	(\$3,071.46
Other Income	\$16,291.17	\$2,200.00	\$14,091.17
Special Events	\$4,421.75	\$3,000.00	\$1,421.75
	\$12,479,253.34	\$12,349,115.00	\$130,138.34
Expenses and Loses			
Personnel, Salaries and Benefits			
Salaries and Wages	\$6,043,716.51	\$6,154,238.91	\$110,522.40
Employee Benefits	\$928,612.79	\$860,884.00	(\$67,728.79
Payroll Taxes	\$552,218.38	\$570,303.00	\$18,084.62
Travel	\$41,850.41	\$36,000.00	(\$5,850.41
Professional Development	\$240,511.98	\$242,033.00	\$1,521.02
Employee Recognition	\$210,600.00	\$207,600.00	(\$3,000.00
Employee Welfare	\$33,682.57	\$35,275.00	\$1,592.43
Temporary Labor	\$52,995.60	\$39,871.00	(\$13,124.60)
Total Personnel, Salaries and Benefits	\$8,104,188.24	\$8,146,204.91	\$42,016.67
Direct Student Costs			
Textbooks	\$22,964.21	\$57,097.00	\$34,132.79
Educ. Supplies and Materials	\$44,324.82	\$76,329.73	\$32,004.91
Student Assessment Materials	\$42,822.48	\$42,175.00	(\$647.48)
Contracted Instructional Services	\$247,638.47	\$197,500.00	(\$50,138.47)
Contracted Student Services	\$60,695.01	\$50,366.67	(\$10,328.34
Student Awards, Gifts, Premiums	\$16,747.04	\$25,000.00	\$8,252.96
Scholarships	\$0.00	\$0.00	\$0.00
Miscellaneous Student Costs	\$61,476.25	\$90,200.00	\$28,723.75
Library and Media Center Materials	\$0.00	\$5,000.00	\$5,000.00
Transportation	\$33,754.53	\$34,200.00	\$445.47
Total Direct Student Costs	\$530,422.81	\$577,868.40	\$47,445.59

Occupancy Expenses

ENDING NET ASSETS	\$1,616,596.46	\$997,202.94	\$619,393.52
NET SURPLUS/(DEFICIT)	\$1,616,596.46	\$997,202.94	\$619,393.52
BEGINNING NET ASSETS	\$0.00	\$0.00	\$0.00
Total	\$256,570.18	\$175,000.00	\$81,570.18
Total	\$256,570.18	\$175,000.00	\$81,570.18
Investment Results	\$256,570.18	\$175,000.00	\$81,570.18
nvestment Results			
Total Expenses and Losses	\$11,119,227.06	\$11,526,912.06	\$407,685.00
Total General Expenses	\$1,041,762.10	\$1,000,408.00	(\$41,354.10)
Interest Expense	\$9,162.77	\$8,052.00	(\$1,110.77)
Facilities Rental	\$4,736.69	\$0.00	(\$4,736.69)
Cafeteria/Kitchen Supplies	\$3,257.88	\$5,000.00	\$1,742.12
Bank Service Charge	\$3,924.47	\$2,000.00	(\$1,924.47)
Local Transportation	\$2,206.03	\$3,750.00	\$1,543.97
Donated Goods/Services	\$0.00	\$0.00	\$0.00
Cost of Goods Sold	\$80,032.72	\$58,000.00	(\$22,032.72)
Other General Expense	\$33,777.22	\$21,950.00	(\$11,827.22)
Food Service/Catering	\$378,933.84	\$371,490.00	(\$7,443.84)
Fees and Licenses	\$1,220.45	\$2,000.00	\$779.55
Depreciation	\$378,259.74	\$380,000.00	\$1,740.26
Administration Fee	\$54,444.75	\$54,445.00	\$0.25
General Expenses Insurance	\$91,805.54	\$93,721.00	\$1,915.46
Total Office Expenses	\$610,041.41	\$608,301.00	(\$1,740.41)
Other Office Expense	\$762.25	\$1,000.00	\$237.75
Marketing/Promotion	\$100,692.65	\$102,196.00	\$1,503.35
Memberships and Subscriptions	\$23,797.53	\$16,225.00	(\$7,572.53)
Computer and Related	\$90,175.20	\$103,274.00	\$13,098.80
Postage and Shipping	\$19,569.66	\$12,385.00	(\$7,184.66)
Printing and Copying	\$2,725.76	\$14,140.00	\$11,414.24
Legal & Auditing	\$154,680.46	\$110,244.00	(\$44,436.46)
Professional Fees	\$38,229.55	\$45,000.00	\$6,770.45
Telecommunications	\$70,453.54	\$77,000.00	\$6,546.46
Equipment Rental	\$26,223.62	\$43,800.00	\$17,576.38
Office Supplies and Materials	\$82,731.19	\$83,037.00	\$305.81
Office Expenses			
Total Occupancy Expenses	\$832,812.50	\$1,194,129.75	\$361,317.25
Building Supplies/Materials	\$19,311.91	\$30,000.00	\$10,688.09
Contracted Building Services	\$318,829.54	\$298,700.00	(\$20,129.54)
Utilities	\$255,830.83	\$249,859.75	(\$5,971.08)

Appendix D- Paul Public Charter School Statement of Financial Position

June 30, 2014

		6/30/2014	6/30/2013
Assets			
Current Assets			
	l Cash Equivalents	\$362,303.97	\$101,850.18
	Fund Account	\$3,481,587.10	\$0.00
-	Entitlements Receivable	\$120,547.99	\$162,172.09
	s Receivable	\$875,029.40	\$139,129.99
Prepaid I		\$13,891.33	\$22,740.98
Total Currer		\$4,853,359.79	\$425,893.24
Investments			
Merrill L	ynch Funds	\$0.00	\$0.00
Morgan S	Stanley Funds	\$3,690,010.53	\$3,436,014.51
Stock		\$0.00	\$0.00
Total		\$3,690,010.53	\$3,436,014.51
Other Assets	e Advances	\$2,075.66	\$3,503.92
	Jniform Inventory	\$0.00	\$0.00
Deferred	-	\$387,141.60	\$0.00
Total Other			
Total Other	Assets	\$389,217.26	\$3,503.92
Property and Equipment			
Furniture	e and Fixtures	\$419,029.95	\$371,057.69
Equipme	ent	\$1,771,053.87	\$1,639,776.27
Compute	er Software	\$237,633.43	\$234,133.43
Leasehol	d Improvements	\$4,158,767.43	\$3,906,687.95
Construc	tion in Progress	\$1,834,121.33	\$303,345.25
Building		\$287,650.00	\$287,650.00
Land		\$0.00	\$0.00
Accumul	lated Depreciation	(\$3,025,136.85)	(\$2,646,877.11)
	Financing Costs	\$505,284.00	\$0.00
	rty and Equipment	\$6,188,403.16	\$4,095,773.48
		- <u></u>	
Total Assets		\$15,120,990.74	\$7,961,185.15
Liabilities and Net Assets			
Liabilities			
Accounts	s Payable and Accrued	\$1,139,449.28	\$622,779.94
Expenses			
	nd Related Liabilities	\$1,055,538.88	\$1,033,667.26
	Revenues	\$123,264.12	\$139,595.96
Line of C	Credit	\$1,021,000.00	\$0.00
Building	Hope Loan	\$2,000,000.00	\$0.00
OSSE Lo	-	\$2,000,000.01	\$0.00

Net Assets	sets				
Unrestricted Net Assets	\$7,385,505.45	\$6,160,568.99			
Total Net Assets	\$7,781,738.45	\$6,165,141.99			
Total Liabilities and Net Assets	\$15,120,990.74	\$7,961,185.15			

24

Appendix E – Approved 2014-2015 Budget

October 2014 Budget Revision

	Proposed Revision
	Enrollment: 702
REVENUES	
Per Pupil Facilities Allowance	\$2,156,544.00
Per Pupil Funding	\$8,814,690.55
Per Pupil Special Education	\$1,330,924.00
Federal Entitlements	\$543,971.00
Grants and Donations	\$400,000.00
In-Kind Donations	\$5,000.00
Food Service Cash Collection	\$41,979.35
Food Service Reimbursment	\$198,568.25
Sales and Activity Fees	\$10,000.00
Other Income	\$41,500.00
Special Events Income	\$65,000.00
Investment Interest Income	\$57,000.00
TOTAL REVENUES	\$13,665,177.15
Personnel Salaries and Benefits	
Salaries and Wages	\$6,935,261.52
Employee Benefits	\$1,008,980.73
Payroll Taxes	\$592,598.20
Travel	\$31,500.00
Professional Development	\$176,150.00
Employee Recognition	\$104,750.00
Employee Welfare	\$35,250.00
Temporary Labor	\$25,000.00
Subtotal: Personnel Costs	\$8,909,490.46
Direct Student Costs	
Textbooks	\$86,540.00
Educational Supplies and Materials	\$116,450.00
Library and Media Center Materials	\$20,000.00
Student Assessment Materials	\$66,690.00
Contracted Instructional	\$220,500.00
Contracted Student Services	\$35,000.00
Student Awards, Gifts, Premiums	\$38,250.00
Transportation	\$70,250.00
Miscellaneous Student Costs	\$99,475.00
Subtotal: Direct Student Costs	\$753,155.00
Occupancy Expenses	
Rent	\$503,070.00
Maintenance and Repairs	\$95,000.00
Utilities	\$260,000.00
Building Supplies/Materials	\$30,000.00
Contracted Building Services	\$370,590.00
Subtotal: Occupancy Expenses	\$1,258,660.00

Paul PCS Annual Report SY 2013-2014 Office Expenses	
Office Supplies and Materials	\$90,300.00
Telephone/Telecommunications	\$89,545.00
Professional Fees	\$20,000.00
Legal, Auditing & Payroll Service Fees	\$190,000.00
Printing and Copying	\$14,000.00
Postage and Shipping	\$12,729.00
Computer and Related	\$130,821.00
Memberships and Subscriptions	\$27,017.00
Marketing and Promotion	\$40,888.00
Other Office Expense	\$1,500.00
Subtotal: Office Expenses	\$669,114.00
General Expenses	
Insurance	\$115,000.00
Local Transportation	\$4,900.00
Administration Fee/ Authorizor Fee	\$126,623.00
Depreciation Expense	\$388,100.00
Fees and Licenses	\$2,923.00
Bank Service Charges	\$5,000.00
Interest Expense (Senior + Sub Debt)	\$386,651.20
Other Interest Expense	\$7,000.00
Catering/Food Services	\$401,500.00
Cafeteria/Kitchen Supplies	\$4,500.00
Other General Expense	\$23,550.00
Cost of Goods Sold	\$75,500.00
Special Events	\$15,000.00
Subtotal: General Expenses	\$1,556,247.20
TOTAL EXPENSES	\$13,146,666.65
Net Operating Income (Loss)	\$518,510.50
Deferred Rent Adjustment	-\$387,141.60
Net Income	\$905,652.10

Appendix F – List of Partners

Listed below are the partners who contributed their time and resources during the 2013-2014 school year.

ACADEMICS

- Achievement Network
- Achieve Tutoring
- Alpha Kappa Alpha Sorority, Incorporated, Rho Mu Omega Chapter
- Alpha Phi Alpha Fraternity, Incorporated
- American University
- Asia Society
- Books for America
- Capital Partners for Education
- City Year
- DC Healthy Schools
- DC Public Charter School Board
- DC- College Access Program
- Deloitte Consulting
- Emerging Leaders
- Ernst & Young
- First Book
- Howard University
- Korean Embassy
- Leading Educators
- New Schools Venture Fund
- Peace Thru Culture
- Project Learning Tree
- Relay
- Science Fusion
- Smithsonian Garden Project
- Teach for America
- The District of Columbia Association of Public Chartered Schools

- The Folger Shakespeare Library Education Division – Shakespeare Steps Out Program
- The National Junior Honor Society (NJHS)
- The New Teacher Project (TNTP)
- The University of the District of Columbia
- Trinity University
- 93.9 WKYS FM

ATHLETICS

- DC Pop Warner DPR
- DC Scores
- Positive Coaching Alliance
- Sports Visitor and Sports Envoy Program
- Winners Lacrosse

ARTS

- DC Arts and Humanities Education Collaborative
- Gala Hispanic Theatre
- John F. Kennedy Center for the Performing Arts
- Ludlow Taylor Elementary School
- Matthew Bourne of New Adventures Dance Company UK
- Shakespeare Theatre
- School Without Walls
- Wayne McGregor of Random Dance Company UK

Appendix G

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

Staff Proposal	School Request/Notification
Board Action	Enrollment Ceiling Increase
Notice of Concern	Change in LEA Status
Notice of Deficiency	Lift Board Action
Notice of Probation	Approve Accountability Plan
Charter Warning	Charter Amendment
Proposed Revocation	Approve E-Rate Plan
Revocation	Operate in a New Location
Charter Continuance	
Charter Approval (Full)	
Charter Approval (Conditional)	
Charter Denial	
Proposed Revisions to PCSB Existing Policy-	-Vote
New PCSB Policy—Open for Public Commen	nt
New PCSB Policy—Vote	

PREPARED BY: Charter Agreement Team

SUBJECT:Charter Amendment Request to Change Grades Served – Paul
Public Charter School

DATE: July 29, 2013

PROPOSAL

The DC Public Charter School Board's ("PCSB") staff recommends that the Board fully approve Paul Public Charter School's ("Paul PCS") request to expand its program to serve high school students through grade twelve. Paul PCS submitted a request to amend its charter accordingly on June 11, 2012, which the PCSB Board approved with conditions at its September 17, 2012 Board Meeting. The school has satisfied the conditions by either agreeing to future actions or submitting documents as required.

Summary of Changes to the Charter Agreement

Paul PCS opened in the fall of 2000 and will be in its 14th year of operation for the 2013-2014 school year. The school serves students in sixth through ninth grades and its mission is to "educate our students and to develop in them the capacity to be responsible citizens, independent thinkers, and leaders." According to PCSB's Performance Management Framework ("PMF"), Paul PCS has been a Tier 1 school for the past two years scoring 70.9% in 2011 and 65.8% in 2012.

In its amendment request, the school asked to expand its current grade span up to the twelfth grade, which the Board conditionally approved at its September 2012 Board Meeting. To be granted full approval, the school must satisfy the following list of

conditions. The school agreed to:

- 1. Create high school curricula for each new subject/content area to be taught as part of the expansion. Each course curriculum must include the course goals/objectives, standards, instructional strategies to be used, a scope and sequence, summative assessments, and resources (instructional materials).
 - a. Grade 10 must be completed by February 28, 2013 (see Appendix A)
 - b. Grade 11 must be completed by February 28, 2014
 - c. Grade 12 must be completed by February 28, 2015
- 2. Develop goals for the high school and middle school campuses that directly align with the Performance Management Framework and at least one goal specifically around the technology and global focus of the public charter school.
- 3. Form two campuses: Paul PCS Middle School, serving grades 6-8, and Paul PCS High School, serving grades 9-12.
- 4. Develop concrete strategies, structures, and a timeline for implementing the technology and globally focused (e.g., "Cultural Connection") programs in Paul PCS.
- 5. Develop a comprehensive, transparent student promotion policy that applies to the high school. Include a description of what courses are required for each grade and which are electives.
- 6. Develop comprehensive truancy and discipline policies for the Paul PCS HS campus that are appropriate for high school students.
- 7. Develop an alternative facilities plan should the bond financing not be approved. Include in this plan strategies and approaches to managing student behavior in an environment with more students and less space.

Paul PCS has substantially complied with all of the above terms, as documented in the attached Appendix A. Where the school has not fully complied with the terms, Appendix A enumerates those steps the school must take going forward.

Date: PCSB Action:	Approved	_Approved with Changes	Rejected		
Changes to the Original Proposal:					

Appendix A: Paul PCS Conditions Status as of July 19, 2013

Mission: To educate our students and to develop in them the capacity to be responsible citizens, independent thinkers, and leaders.

	Condition	Response	Status
1.	Create high school curricula for each new subject/content area to be taught as part of the expansion. Each course curriculum must include the course goals/objectives, standards, instructional strategies to be used, a scope and sequence, summative assessments, and resources (instructional materials). Grade 10 must be completed by February 28, 2013.	While these documents were not completed by the deadline of February 28, 2013, curriculum maps for the core academic content courses have been submitted. Chemistry (Science) World History (Social Studies) Geometry (Math) World Literature (English) French II (Foreign Language) Spanish II (Foreign Language)	Partially Met
		The school assures that the remaining curriculum maps for Art and Music as well as elective courses will be completed by the first day of school. All teachers come back August 7 and will be working on curricular materials.	
		Electives: Technology and Dance	
2.	Develop goals for the high school and middle school campuses that directly align with the Performance Management Framework ("PMF") and at least one goal specifically around the technology and global focus of the public charter school.	The school will adopt the Middle and High School PMFs.	Met
3.	Form two campuses: Paul PCS Middle School, serving grades 6-8, and Paul PCS High School, serving grades 9-12.	The process to request a separate school code has been started. The school submitted the OSSE form to PCSB.	Met
4.	Develop concrete strategies, structures, and a timeline for implementing the technology and globally focused (e.g., "Cultural Connection") programs in Paul PCS.	Paul PCS will not have a separate technology program. Technology will be used as an instructional strategy and tool. A program description and draft curriculum map for the global studies course offered this year has been provided. Also, international standards will be embedded throughout the core curriculum in August when the Asia Society returns for teacher training and will work directly with teachers.	Partially Met

5.	Develop a comprehensive, transparent student promotion policy that applies to the high school. Include a description of what courses are required for each grade and which are electives.	A 2013-2014 course catalogue was submitted that outlines the credits required for promotion and graduation as well as the course sequence that should be followed. The catalogue included descriptions of the courses. PE, Music, Art, and Technology are current elective options. Additional electives will be offered, but are not offered at this time. The catalogue only reflects the current courses offered.	Met
6.	Develop comprehensive truancy and discipline policies for the Paul PCS HS campus that are appropriate for high school students.	The school described detailed truancy and discipline policies. The discipline policy has tiered infractions and consequences as well as a system of rewards that are appropriate for high school students.	Met
7.	Develop an alternative facilities plan should the bond financing not be approved. Include in this plan strategies and approaches to managing student behavior in an environment with more students and less space.	A new 25-year lease has been signed. The school has two financing options available; financing through City First, which was contingent upon the school receiving a renewed lease agreement and bond financing. Given that the City First financing is assured and the school has adequate space, this condition should be considered met. The school will submit finance packages once the negotiations are complete.	Met

Appendix B: Paul PCS Truancy and Attendance Policies

Goal: Develop comprehensive truancy and discipline policies for the Paul International High School campus that are appropriate for high school students.

The mission of Paul International High School (PIHS) is to educate our students and to develop in them the capacity to be responsible citizens, independent thinkers, and leaders. We envision a school community that prepares students for college and life in a global society and prioritizes student achievement, character development, community diversity, exemplary citizenship, and positive collaboration.

The discipline policy provides a foundation upon which students can build respect for themselves, for others and create a climate that will empower them to achieve academic and social success. It provides the opportunity for students to clearly understand the meaning of success and what will be expected of them as they mature and become responsible citizens.

Student Responsibilities

Paul International High School is the home of the M.E.R.I.T. Scholars, where all students are taught to be Motivated, Educated, Responsible, Independent Thinkers.

Students are expected to abide by all of the rules, regulations and standards of the school at all times. Specifically, students must:

- Abide by all school rules
- Refrain from inappropriate and/or disruptive behavior
- Accept responsibility for their behavior
- Respect themselves and all other individuals in the school

The discipline policy is provided so that students and families understand the expectations and the consequences for failing to meet these expectations. Enrollment at PIHS means that students have accepted its disciplinary procedures and agree to conduct themselves appropriately. Their conduct must be consistent throughout the school day, during after school programs, and at any school sponsored event on or off campus.

Students and families should also be aware that all rules apply when they are leaving the building and on the school grounds, and continue to apply until they have arrived at their home or other destination. Students who violate the policy on their way to school or home will receive disciplinary consequences.

Attendance Policy

Daily school attendance is required and essential to student success. Students should be present and on time every day, for the entire school day. Along with students, families are also making a commitment to support their student through this process.

Missing school may result in poor work habits, lower grades and loss of credit. Most importantly, students miss valuable instruction time. It is the student's responsibility to conduct him or herself in a way that supports regular school attendance. That conduct includes following all school rules and coming to school on time and prepared with all required materials.

The school day begins at 8:40 am and ends at 4:00 pm. Students are permitted into the building at 8:00 am for breakfast and transition to homeroom at 8:35 am.

Students who are absent from school are not permitted on school property or allowed to participate in or attend school activities, field trips or after school activities.

Absences and Tardy Policy

Students are expected to be in school every day on time. Valid excuses for absences and tardiness are:

- Death in the student's immediate family (verification required);
- Illness of the student (a doctor's certificate is required for a student absent more than two consecutive days);
- Observance of a religious holiday;
- Out-of-School Suspension or In-School Suspension;
- Medical reasons such as a doctor's appointment (a doctor's note should be provided when the student returns to school);
- Other absences approved in advance by the administration upon the written request of a parent/guardian;

These excuses are not inclusive and the attendance officer makes the final decision.

Parents and students should take the following steps when absence is necessary:

- 1. Call the Attendance Counselor at (202) 291-7499 by 9:30 A.M. on the day of absence.
- 2. Write a note giving the reason for absence and send it to Paul PCS HS. The note must have the student's name, homeroom, date(s) of absence, and be signed by the parent or guardian on file. Parents should also attach any required documentation (doctor's appointment card or readmit slip, death notice in the form of obituary or program, etc.) This note should be submitted during the advisory period on the day your child returns to school.

Late Arrival

Any student who is not present in his or her seat by 8:40am is considered tardy. If a student arrives after 8:50 am, s/he will be required to report to the attendance officer to present an excuse. If the documentation is correct and on the list of valid excuses, the student will be issued a pass and sent to class. If the student does not present documentation, the documentation is insufficient, or reason is not on the list of valid excuses, the student to tardy hall for the entire period and issued a detention to be served that afternoon.

This absence from class is considered an unexcused absence and counts toward the maximum number of allowable absences to receive course credit. Three tardies is the equivalent of one unexcused absence.

The assignment of a detention counts towards accrued infraction points.

Early Dismissal

Early dismissals are only granted when requested from a parent/guardian/emergency contact that are documented during the enrollment process. Students are not allowed to leave school by telephone request or written note alone.

Parents are encouraged to arrange appointments at times that do not conflict with the instructional program.

If a student needs an early dismissal, the following procedures must be followed:

- 1. A parent/guardian must send documentation in writing to the attendance counselor. The documentation must include the adult's signature and telephone number where the person can be reached.
- 2. The attendance counselor will verify the documentation and approve or deny the early dismissal.
- 3. If the early dismissal is approved, the student will report to the attendance clerk to receive an early dismissal pass.
- 4. The student will report to the Main Office to sign out of the building in the early dismissal log and show the pass to the security officer or authorized personnel before exiting the building.
- 5. The student will be considered excused if the dismissal is for a reason that is in accordance with the excused absence policy.
- 6. If a student becomes ill during the school day, the on-site nurse may be able to address the student's needs. If a student is too ill to remain in school and needs to leave, a parent/guardian will be contacted.

Loss of Credit

Five (5) absences (excused and/or unexcused) in any quarter in a particular class will result in an automatic loss of credit for that quarter in that class.

This means that a grade of "F" will be issued to the student for any class in which s/he has exceeded the number of allowable absences.

Students and parents/guardians may appeal a loss of credit by following the appeals procedure. Appeals procedures may be requested from the administration. All appeals must be submitted no later than three weeks after the end of any quarter or semester grading period.

Truancy

Truancy is the willful absence from school by a minor (5–18 years of age) with or without parental approval, knowledge, or consent. A truant is defined as any student who accumulates 25 or more unexcused absences in one school year.

All uniformed law enforcement officers in the District are responsible for truancy enforcement.

- If a truant is picked up by the police, s/he will be transported in a police vehicle to the school.
- Parents/guardians will be notified of the student's truancy status by the attendance counselor.

• Parents/guardians and students may be required to attend a truancy conference.

Consequences of Absences

We understand that children get sick and family emergencies arise, but it is the responsibility of the family, the school and the community to ensure that all students attend school on a regular, daily basis. Good attendance is critical to the educational success of our students. It is important to take note of this critical component of our attendance and truancy policy.

- If a student has 25 or more unexcused absences (non-consecutive), s/he will be automatically un-enrolled.
- If a student is absent for 10 consecutive days, unexcused, s/he will be automatically unenrolled.
- If a student has 15 or more unexcused absences (consecutive or non-consecutive), we will make a referral to Truancy Court.
- Students who have five (5) or more absences (excused on unexcused) per quarter will receive a grade of "F" due to Loss of Credit.
- Students who are un-enrolled will not be eligible to return to PIHS for the school year in which they were un-enrolled. An un-enrolled student will need to reapply through the normal admissions process for the following school year.

Code of Conduct

The educational program is designed to motivate all students to be the best that they can be. It establishes a strong academic foundation that will benefit students throughout high school, college and their future careers. Students are subject to the disciplinary policies of PIHS during travels to and from the school. Those who violate this code or who interfere with the orderly educational process for others will receive appropriate consequences. Parents must play in active role with the school ensure their students meet the standards of the Code of Conduct.

Character Education Program

The Dean of Students coordinates the Character Education Program to ensure that an orderly environment is maintained daily in each class. At the beginning of the school year, parents are given the Character Education Policy and Parent Compact which must be read and signed before their child is admitted.

A point and leveling system has been developed to identify inappropriate behavior and to explain the consequences for different behaviors.

<u>Level I</u>: Behaviors that disrupt the learning environment by distracting students from learning or teachers and staff members from properly instructing or supervising students. These misbehaviors are usually resolved quickly with an intervention administered by the classroom teacher or staff member who is supervising the student at the time of the misbehavior. Infractions in this category are assigned 1 point.

<u>Level II</u>: Behaviors that create or contribute to a physically and/or emotionally unsafe learning environment for staff and/or students. These misbehaviors require staff to immediately intervene, and for student(s) to immediately stop the behaviors and reflect on how their behaviors are impacting others. Infractions in this category are assigned 3 points.

<u>Level III</u>: Behaviors that are dangerous, unsafe and illegal in a school environment. These behaviors require staff to immediately intervene, student(s) to immediately stop the behaviors, the building administrator to conduct an investigation to determine whether student(s) acted in a way that was dangerous and/or illegal, and to determine the appropriate disciplinary action. Expulsion may be considered at this level. Infractions in this category are assigned 5 points.

<u>Level IV</u>: Behaviors that are dangerous and pose a serious threat to the safety of staff and students. These behaviors require staff to immediately intervene, the building administrator to conduct an investigation to determine whether student(s) acted in a way that was dangerous and/or illegal (which may include involving the police) and for a parent/guardian to immediately come to the school to meet with administration and pick up their child. Further disciplinary action, including expulsion, may result at the discretion of the building administrator. Infractions in this category are assigned 10 points.

NOTE: The behaviors described below do not cover all disciplinary situations that may arise, and, therefore is NOT intended to be an exhaustive list. Moreover, modifications to the disciplinary action can be made depending upon the facts of an individual case and at the discretion of the building administrator.

Level	Infractions	Points and Penalties
Level I	 Using profanity Eating or drinking outside of the cafeteria Possession of non-instructional items (including electronics) during the school day Intentional off-task and/or disruptive behavior Horseplay Grooming outside the bathroom Failure to follow directions the first time (including purposeful slowness) Refusing to participate in learning activity Refusing to work with others Uniform violations Excessive noise in the classroom, hall, or building Running in the classroom, hall, or building Offensive words or gestures towards others (non-sexual or threatening) Habitually missing work or materials necessary for learning Destroying classroom, school or personal property valued at less than \$50 	 point and one or more of the following: redirection parent/guardian notification conference detention loss of school privileges confiscation of items

Level	Infractions	Points and Penalties
Level II	 Repeated/multiple Level 1 behaviors Destruction of school or personal property valued at less than \$500 Academic dishonesty Disrespectful words, actions, or gestures towards other students Failure to attend detention or class during the regular school day Truancy/skipping class Forgery (including hall passes) Lying or giving misleading information to staff Gambling Repeatedly taunting, mocking or making fun of students Cursing at a classmate Arguing with a staff member Non-threatening verbal altercations Offensive gestures that are sexual or threatening Repeated disruptive behavior Insubordination, or repeated refusal to follow instructions given by staff Repeated violation of electronics policy Cheating or copying another student's work on a major assignment Inappropriate use of instructional technology (laptops, digital cameras, etc.) including use without permission or accessing inappropriate content 	 3 points and one or more of the following: mediation suspension from school activities loss of privileges parent/guardian conference In-School Suspension (class period-2 days) Out-of-School Suspension (1-3 days) character education contract reflective essay

Level	Infractions	Points and Penalties
Level III	 Fighting or other violent behavior Threatening words, actions or behavior (verbal and non-verbal) Bullying or harassment of students or staff (physical, verbal or electronic) Engaging in behavior that demonstrates gang/neighborhood crew affiliation (intimidation, tagging, displaying clothing or gestures) Extortion Possessing and/or distributing material or literature that is disrespectful, demeaning, humilating, obscene or damaging to students or staff. (includes electronic distribution/cyberbullying) Participation in activities or association with groups that threaten the safety of students or staff (gang affiliation or conduct in neighborhood "crews" or other similar groups) Hazing Tampering with or pulling fire alarm and using extinguishers in nonemergency situations Damaging or defacing school or private property valued at more than \$500 Stealing or attempting to steal school or private property, or knowingly receiving stolen or private property Possession and/or distribution of obscene material Insubordination/disorderly conduct Engaging in threats and/or harassment based on race, nationality, gender, disability, sexuality, etc. Plagiarizing a major assignment Violating conditions of disciplinary probation Trespassing Possession, sale, distribution or use of drug paraphernalia such as: lighters, pipes, rolling papers, clips, etc Possession, sale, distribution or use of alcohol, tobacco products or other prohibited items Unauthorized possession, use or distribution of over-the-counter or prescription medication Engaging in sexual acts on school premises or school related functions Sexual misconduct, sexual harassment, lewd or indecent public behavior Possession, sale, distribution or use of flammable products such as matches, lighters, lighter fluid, torches, etc. Criminal act on/off school grou	 5 points and one or more of the following: character education contract disciplinary probation restricted privileges parent/guardian conference school-based community service Out-of-School Suspension (3-10 days) Pre-expulsion meeting

Level	Infractions	Points and Penalties
Level IV	 Repeated/multiple Level 3 behaviors Attempting to or threatening to cause physical harm to a staff member or school personnel (assault) Use of physical violence against a staff member or school personnel (battery) Possession or use of a weapon, fire arm, explosive or dangerous object Possession, sale, distribution, use, consumption, or under the influence of any narcotic, drug paraphernalia, alcoholic beverage, or other intoxicant Possession or use of tobacco in any form Possession, sale, distribution, use, consumption, or under the influence of a prescription or over the counter drug without a valid prescription Possession, sale, distribution or attempt to sell a substance represented as drugs or alcohol Making terrorist threats (arson, biohazard, bomb threats), activating a fire alarm under false pretenses or making a bomb threat Committing or attempting to commit sexual assault or battery Criminal act on/off school grounds Violation of prior behavior contract Any behavior or other conduct not specifically enumerated in any other Class that causes disruption to the academic environment, disruption to the school operation, destroys school property, or causes significant harm to self or others Possession of weapons or other prohibited items on school property 	 10 points and one or more of the following: Out-of-School Suspension (10+ days) Expulsion recommendation Police notification

Paul International HS has a clear anti-violence policy. Harassing, threatening, and fighting are taken very seriously.

Bullying, intimidation, or harassment is defined as any severe, persistent, or pervasive physical, electronic, or verbal conduct, including but not limited to harassment based on a student's actual or perceived race, color, ethnicity, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity/expression, genetic information, disability, or any other distinguishing characteristic, or based on association with a person or group with any of the actual or perceived characteristics listed above.

It is directed toward a student(s) that has or can be reasonably predicted to have the effect of one or more of the following:

- 1. Placing the student(s) in reasonable fear of physical harm to the student's person or property;
- 2. Causing a substantially detrimental effect on the student's physical or mental health;

- 3. Substantially interfering with the student's academic performance; or
- 4. Substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

Sexual harassment is defined as, but not limited to verbal or nonverbal unwelcome sexual advances or sexual behavior that substantially interferes with a student's education, or creates an intimidating or hostile environment. Sexual harassment is prohibited.

Cyber bullying is defined as the use of information and communication technology to bully, embarrasses, threaten, or harass another. It also includes the use of information and communication technology to engage in conduct or behavior that is derogatory, defamatory, degrading, illegal, and/or abusive.

The use of cell phones and other technology—including computers, e-mail and social networking sites—to harass, bully, threaten or defame a student or employee is specifically prohibited. Any student who feels s/he is a victim of cyber bullying should report the incident to his or her dean or an administrator.

Any student found complicit in the posting, sending, or execution of such material will be subject to disciplinary action.

Any student who believes that he or she is being or has been subjected to discrimination or harassment should immediately bring such acts or conduct to the attention of any teacher, counselor, administrator or officer of the School. This procedure is designed to allow a student to bypass anyone whom the student believes has caused or is responsible for the discrimination or harassment, and to allow the presentation of complaints to a teacher, counselor, administrator or officer with whom the student is comfortable.

Any teacher, counselor, administrator or officer of the School who receives or otherwise learns of a complaint of discrimination or harassment must immediately report the complaint to the Chief Executive Officer or, if the complaint is against the Chief Executive Officer, to any member of the Board. Upon receiving a complaint, the Chief Executive Officer or the Board (by designee) will conduct a prompt and thorough investigation of the allegations. During such investigation, the School will make all reasonable attempts to protect the confidentiality of the complaining student and the investigation process.

The School also strictly prohibits retaliation against anyone because they have complained of discrimination or harassment. All staff and administrators of the School are aware of the prohibition against retaliation. Any student who complains of discrimination or harassment and later believes he or she has been retaliated against for making a complaint should immediately report the suspected retaliation to any teacher, counselor, administrator or officer of the School. The School will act promptly to ensure compliance with the policy prohibiting retaliation.

Point-Based Consequences and Interventions

The accumulation of demerit point totals will result in the following consequences, in addition to other corrective steps as appropriate. Paul International HS reserves the right to weigh and consider

a student's entire disciplinary record when issuing discipline. The Dean of Students (DOS) will make students aware of different levels of their violations.

5 points

The student is issued a warning and the parent/guardian is notified.

6-10 points

The student is placed on social probation. The student will receive counseling and be placed on a Character Education Contract.

11-20 points

The student is placed on social and disciplinary probation. Parent meeting is conducted. The student will receive counseling, be placed on CEC, and must keep a conduct log. Required to attend merit classes.

21-30 points

The student is placed on final probation. Parent meeting is conducted. A new student contract is signed and additional interventions are put in place. Student will have three weeks to show progress in meeting their goals.

31+ points

Pre-expulsion meeting is conducted for student. The student and parent/guardian will be notified and a conference will be scheduled with the Director of Student Services. Within 24 hours of the expulsion recommendation, the parent has the right to request an independent hearing. The student will remain home, and school work will be provided pending the Hearing Officer's recommendation to the Board of Trustees. The Board of Trustees will make the final decision, and the parent will be notified in writing by the Head of School.

Merits

Students may earn merit points based by demonstrating positive character traits. The merit recommendation process is facilitated by counselors and the Dean of Students. Teachers, staff members and administrators can contribute to a student's conduct report and recommend merits for displays of positive citizenship. For every three merits earned, one demerit point is reduced. Those assigning merits may only assign one merit for each incidence of positive behavior. Students who specifically request merit points after demonstrating positive behavior should not receive them.

Students may also be assigned to attend character building workshops at the discretion of the Dean of Students or a counselor. Upon successful completion of the workshop, a student may receive a specified number of merits, not to exceed ten. Students may be assigned to attend multiple workshops throughout the year, but the maximum number of merits that can be earned through this method is 35.

Social Probation

A student who accumulates 11 or more demerit points will be placed on social probation. Students on social probation are prohibited from participating in any school sponsored activities, including dances, competitions, trips, athletics, socials, and casual dress days. This also includes special events and activities that take place after school.

Students must earn merits and participate in character workshops and to be removed from social probation and have community privileges restored.

Expulsion

Students may be expelled for extreme violations of the Code of Conduct that harm the educational environment or safety and security or students, staff or others affiliated with Paul International HS. The policy includes but is not limited to the following:

- 1. Violation of disciplinary probation or final probation
- 2. Some Level III and IV infractions

The following procedures will be used if a student is being reviewed for expulsion:

- 1. The Director of Student Services will notify the student and family of the nature of the offense and the proposed expulsion.
- 2. The family must request a hearing within 24 hours after receiving notice of the proposed expulsion. The request must be directed to the Chief Executive Officer.
- 3. And independent hearing officer shall conduct a hearing. The hearing officer will submit finding and subsequent recommendations to the Board of Trustees.
- 4. The Board of Trustees shall make the final determination and return a decision in writing to all parties involved within three (3) days following the next regular monthly meeting. This determination is final.

Program Evaluation

In order to measure the effectiveness of this program, comparisons from previous years will be made. Data on the frequency of different levels of infractions and their contexts will be analyzed for future program development. Data on the effectiveness of the character education program and other intervention strategies will also be gathered and analyzed for the same purposes.

The Character Education Program is designed to be supportive of the educational and developmental goals of Paul Public Charter School. The components of the program will be analyzed periodically to assess the effectiveness and fairness of its implementation. The underlying rationale of the program is to help students to make positive changes in their character development.

Appendix H

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

Staff Proposal	School Request/Notification
Board Action	Enrollment Ceiling Increase
Notice of Concern	Change in LEA Status
Notice of Deficiency	Lift Board Action
Notice of Probation	Approve Accountability Plan
Charter Warning	Charter Amendment
Proposed Revocation	Approve E-Rate Plan
Revocation	Operate in a New Location
Charter Continuance	
Charter Approval (Full)	
Charter Approval (Conditional)	
Charter Denial	
Proposed Revisions to PCSB Existing Polic	cyVote
New PCSB Policy—Open for Public Comm	nent
New PCSB Policy—Vote	

PREPARED BY: Charter Agreement Team

SUBJECT:Charter Amendment Request to Change Grades Served – Paul
Public Charter School

DATE: July 29, 2013

PROPOSAL

The DC Public Charter School Board's ("PCSB") staff recommends that the Board fully approve Paul Public Charter School's ("Paul PCS") request to expand its program to serve high school students through grade twelve. Paul PCS submitted a request to amend its charter accordingly on June 11, 2012, which the PCSB Board approved with conditions at its September 17, 2012 Board Meeting. The school has satisfied the conditions by either agreeing to future actions or submitting documents as required.

Summary of Changes to the Charter Agreement

Paul PCS opened in the fall of 2000 and will be in its 14th year of operation for the 2013-2014 school year. The school serves students in sixth through ninth grades and its mission is to "educate our students and to develop in them the capacity to be responsible citizens, independent thinkers, and leaders." According to PCSB's Performance Management Framework ("PMF"), Paul PCS has been a Tier 1 school for the past two years scoring 70.9% in 2011 and 65.8% in 2012.

In its amendment request, the school asked to expand its current grade span up to the twelfth grade, which the Board conditionally approved at its September 2012 Board Meeting. To be granted full approval, the school must satisfy the following list of

conditions. The school agreed to:

- 1. Create high school curricula for each new subject/content area to be taught as part of the expansion. Each course curriculum must include the course goals/objectives, standards, instructional strategies to be used, a scope and sequence, summative assessments, and resources (instructional materials).
 - a. Grade 10 must be completed by February 28, 2013 (see Appendix A)
 - b. Grade 11 must be completed by February 28, 2014
 - c. Grade 12 must be completed by February 28, 2015
- 2. Develop goals for the high school and middle school campuses that directly align with the Performance Management Framework and at least one goal specifically around the technology and global focus of the public charter school.
- 3. Form two campuses: Paul PCS Middle School, serving grades 6-8, and Paul PCS High School, serving grades 9-12.
- 4. Develop concrete strategies, structures, and a timeline for implementing the technology and globally focused (e.g., "Cultural Connection") programs in Paul PCS.
- 5. Develop a comprehensive, transparent student promotion policy that applies to the high school. Include a description of what courses are required for each grade and which are electives.
- 6. Develop comprehensive truancy and discipline policies for the Paul PCS HS campus that are appropriate for high school students.
- 7. Develop an alternative facilities plan should the bond financing not be approved. Include in this plan strategies and approaches to managing student behavior in an environment with more students and less space.

Paul PCS has substantially complied with all of the above terms, as documented in the attached Appendix A. Where the school has not fully complied with the terms, Appendix A enumerates those steps the school must take going forward.

Date: PCSB Action:		_Approved with Changes	Rejected
Changes to the Origi	nal Proposal:		

Appendix A: Paul PCS Conditions Status as of July 19, 2013

Mission: To educate our students and to develop in them the capacity to be responsible citizens, independent thinkers, and leaders.

	Condition	Response	Status
1.		 While these documents were not completed by the deadline of February 28, 2013, curriculum maps for the core academic content courses have been submitted. Chemistry (Science) World History (Social Studies) Geometry (Math) World Literature (English) French II (Foreign Language) Spanish II (Foreign Language) The school assures that the remaining curriculum maps for Art and Music as well as elective courses will be completed by the first day of school. All teachers come back August 7 and will be working on curricular materials. 	Partially Met
2.	Develop goals for the high school and middle school campuses that directly align with the Performance Management Framework ("PMF") and at least one goal specifically around the technology and global focus of the public charter school.	Electives: Technology and Dance The school will adopt the Middle and High School PMFs.	Met
3.	Form two campuses: Paul PCS Middle School, serving grades 6-8, and Paul PCS High School, serving grades 9-12.	The process to request a separate school code has been started. The school submitted the OSSE form to PCSB.	Met
4.	Develop concrete strategies, structures, and a timeline for implementing the technology and globally focused (e.g., "Cultural Connection") programs in Paul PCS.	Paul PCS will not have a separate technology program. Technology will be used as an instructional strategy and tool. A program description and draft curriculum map for the global studies course offered this year has been provided. Also, international standards will be embedded throughout the core curriculum in August when the Asia Society returns for teacher training and will work directly with teachers.	Partially Met

5.	Develop a comprehensive, transparent student promotion policy that applies to the high school. Include a description of what courses are required for each grade and which are electives.	A 2013-2014 course catalogue was submitted that outlines the credits required for promotion and graduation as well as the course sequence that should be followed. The catalogue included descriptions of the courses. PE, Music, Art, and Technology are current elective options. Additional electives will be offered, but are not offered at this time. The catalogue only reflects the current courses offered.	Met
6.	Develop comprehensive truancy and discipline policies for the Paul PCS HS campus that are appropriate for high school students.	The school described detailed truancy and discipline policies. The discipline policy has tiered infractions and consequences as well as a system of rewards that are appropriate for high school students.	Met
7.	Develop an alternative facilities plan should the bond financing not be approved. Include in this plan strategies and approaches to managing student behavior in an environment with more students and less space.	A new 25-year lease has been signed. The school has two financing options available; financing through City First, which was contingent upon the school receiving a renewed lease agreement and bond financing. Given that the City First financing is assured and the school has adequate space, this condition should be considered met. The school will submit finance packages once the negotiations are complete.	Met

Appendix B: Paul PCS Truancy and Attendance Policies

Goal: Develop comprehensive truancy and discipline policies for the Paul International High School campus that are appropriate for high school students.

The mission of Paul International High School (PIHS) is to educate our students and to develop in them the capacity to be responsible citizens, independent thinkers, and leaders. We envision a school community that prepares students for college and life in a global society and prioritizes student achievement, character development, community diversity, exemplary citizenship, and positive collaboration.

The discipline policy provides a foundation upon which students can build respect for themselves, for others and create a climate that will empower them to achieve academic and social success. It provides the opportunity for students to clearly understand the meaning of success and what will be expected of them as they mature and become responsible citizens.

Student Responsibilities

Paul International High School is the home of the M.E.R.I.T. Scholars, where all students are taught to be Motivated, Educated, Responsible, Independent Thinkers.

Students are expected to abide by all of the rules, regulations and standards of the school at all times. Specifically, students must:

- Abide by all school rules
- Refrain from inappropriate and/or disruptive behavior
- Accept responsibility for their behavior
- Respect themselves and all other individuals in the school

The discipline policy is provided so that students and families understand the expectations and the consequences for failing to meet these expectations. Enrollment at PIHS means that students have accepted its disciplinary procedures and agree to conduct themselves appropriately. Their conduct must be consistent throughout the school day, during after school programs, and at any school sponsored event on or off campus.

Students and families should also be aware that all rules apply when they are leaving the building and on the school grounds, and continue to apply until they have arrived at their home or other destination. Students who violate the policy on their way to school or home will receive disciplinary consequences.

Attendance Policy

Daily school attendance is required and essential to student success. Students should be present and on time every day, for the entire school day. Along with students, families are also making a commitment to support their student through this process.

Missing school may result in poor work habits, lower grades and loss of credit. Most importantly, students miss valuable instruction time. It is the student's responsibility to conduct him or herself in a way that supports regular school attendance. That conduct includes following all school rules and coming to school on time and prepared with all required materials.

The school day begins at 8:40 am and ends at 4:00 pm. Students are permitted into the building at 8:00 am for breakfast and transition to homeroom at 8:35 am.

Students who are absent from school are not permitted on school property or allowed to participate in or attend school activities, field trips or after school activities.

Absences and Tardy Policy

Students are expected to be in school every day on time. Valid excuses for absences and tardiness are:

- Death in the student's immediate family (verification required);
- Illness of the student (a doctor's certificate is required for a student absent more than two consecutive days);
- Observance of a religious holiday;
- Out-of-School Suspension or In-School Suspension;
- Medical reasons such as a doctor's appointment (a doctor's note should be provided when the student returns to school);
- Other absences approved in advance by the administration upon the written request of a parent/guardian;

These excuses are not inclusive and the attendance officer makes the final decision.

Parents and students should take the following steps when absence is necessary:

- 1. Call the Attendance Counselor at (202) 291-7499 by 9:30 A.M. on the day of absence.
- 2. Write a note giving the reason for absence and send it to Paul PCS HS. The note must have the student's name, homeroom, date(s) of absence, and be signed by the parent or guardian on file. Parents should also attach any required documentation (doctor's appointment card or readmit slip, death notice in the form of obituary or program, etc.) This note should be submitted during the advisory period on the day your child returns to school.

Late Arrival

Any student who is not present in his or her seat by 8:40am is considered tardy. If a student arrives after 8:50 am, s/he will be required to report to the attendance officer to present an excuse. If the documentation is correct and on the list of valid excuses, the student will be issued a pass and sent to class. If the student does not present documentation, the documentation is insufficient, or reason is not on the list of valid excuses, the student will be sent to tardy hall for the entire period and issued a detention to be served that afternoon.

This absence from class is considered an unexcused absence and counts toward the maximum number of allowable absences to receive course credit. Three tardies is the equivalent of one unexcused absence.

The assignment of a detention counts towards accrued infraction points.

Early Dismissal

Early dismissals are only granted when requested from a parent/guardian/emergency contact that are documented during the enrollment process. Students are not allowed to leave school by telephone request or written note alone.

Parents are encouraged to arrange appointments at times that do not conflict with the instructional program.

If a student needs an early dismissal, the following procedures must be followed:

- 1. A parent/guardian must send documentation in writing to the attendance counselor. The documentation must include the adult's signature and telephone number where the person can be reached.
- 2. The attendance counselor will verify the documentation and approve or deny the early dismissal.
- 3. If the early dismissal is approved, the student will report to the attendance clerk to receive an early dismissal pass.
- 4. The student will report to the Main Office to sign out of the building in the early dismissal log and show the pass to the security officer or authorized personnel before exiting the building.
- 5. The student will be considered excused if the dismissal is for a reason that is in accordance with the excused absence policy.
- 6. If a student becomes ill during the school day, the on-site nurse may be able to address the student's needs. If a student is too ill to remain in school and needs to leave, a parent/guardian will be contacted.

Loss of Credit

Five (5) absences (excused and/or unexcused) in any quarter in a particular class will result in an automatic loss of credit for that quarter in that class.

This means that a grade of "F" will be issued to the student for any class in which s/he has exceeded the number of allowable absences.

Students and parents/guardians may appeal a loss of credit by following the appeals procedure. Appeals procedures may be requested from the administration. All appeals must be submitted no later than three weeks after the end of any quarter or semester grading period.

Truancy

Truancy is the willful absence from school by a minor (5–18 years of age) with or without parental approval, knowledge, or consent. A truant is defined as any student who accumulates 25 or more unexcused absences in one school year.

All uniformed law enforcement officers in the District are responsible for truancy enforcement.

- If a truant is picked up by the police, s/he will be transported in a police vehicle to the school.
- Parents/guardians will be notified of the student's truancy status by the attendance counselor.

• Parents/guardians and students may be required to attend a truancy conference.

Consequences of Absences

We understand that children get sick and family emergencies arise, but it is the responsibility of the family, the school and the community to ensure that all students attend school on a regular, daily basis. Good attendance is critical to the educational success of our students. It is important to take note of this critical component of our attendance and truancy policy.

- If a student has 25 or more unexcused absences (non-consecutive), s/he will be automatically un-enrolled.
- If a student is absent for 10 consecutive days, unexcused, s/he will be automatically unenrolled.
- If a student has 15 or more unexcused absences (consecutive or non-consecutive), we will make a referral to Truancy Court.
- Students who have five (5) or more absences (excused on unexcused) per quarter will receive a grade of "F" due to Loss of Credit.
- Students who are un-enrolled will not be eligible to return to PIHS for the school year in which they were un-enrolled. An un-enrolled student will need to reapply through the normal admissions process for the following school year.

Code of Conduct

The educational program is designed to motivate all students to be the best that they can be. It establishes a strong academic foundation that will benefit students throughout high school, college and their future careers. Students are subject to the disciplinary policies of PIHS during travels to and from the school. Those who violate this code or who interfere with the orderly educational process for others will receive appropriate consequences. Parents must play in active role with the school ensure their students meet the standards of the Code of Conduct.

Character Education Program

The Dean of Students coordinates the Character Education Program to ensure that an orderly environment is maintained daily in each class. At the beginning of the school year, parents are given the Character Education Policy and Parent Compact which must be read and signed before their child is admitted.

A point and leveling system has been developed to identify inappropriate behavior and to explain the consequences for different behaviors.

<u>Level I</u>: Behaviors that disrupt the learning environment by distracting students from learning or teachers and staff members from properly instructing or supervising students. These misbehaviors are usually resolved quickly with an intervention administered by the classroom teacher or staff member who is supervising the student at the time of the misbehavior. Infractions in this category are assigned 1 point.

<u>Level II</u>: Behaviors that create or contribute to a physically and/or emotionally unsafe learning environment for staff and/or students. These misbehaviors require staff to immediately intervene, and for student(s) to immediately stop the behaviors and reflect on how their behaviors are impacting others. Infractions in this category are assigned 3 points.

<u>Level III</u>: Behaviors that are dangerous, unsafe and illegal in a school environment. These behaviors require staff to immediately intervene, student(s) to immediately stop the behaviors, the building administrator to conduct an investigation to determine whether student(s) acted in a way that was dangerous and/or illegal, and to determine the appropriate disciplinary action. Expulsion may be considered at this level. Infractions in this category are assigned 5 points.

<u>Level IV</u>: Behaviors that are dangerous and pose a serious threat to the safety of staff and students. These behaviors require staff to immediately intervene, the building administrator to conduct an investigation to determine whether student(s) acted in a way that was dangerous and/or illegal (which may include involving the police) and for a parent/guardian to immediately come to the school to meet with administration and pick up their child. Further disciplinary action, including expulsion, may result at the discretion of the building administrator. Infractions in this category are assigned 10 points.

NOTE: The behaviors described below do not cover all disciplinary situations that may arise, and, therefore is NOT intended to be an exhaustive list. Moreover, modifications to the disciplinary action can be made depending upon the facts of an individual case and at the discretion of the building administrator.

Level	Infractions	Points and Penalties
Level I	 Using profanity Eating or drinking outside of the cafeteria Possession of non-instructional items (including electronics) during the school day Intentional off-task and/or disruptive behavior Horseplay Grooming outside the bathroom Failure to follow directions the first time (including purposeful slowness) Refusing to participate in learning activity Refusing to work with others Uniform violations Excessive noise in the classroom, hall, or building Offensive words or gestures towards others (non-sexual or threatening) Habitually missing work or materials necessary for learning Destroying classroom, school or personal property valued at less than \$50 	 point and one or more of the following: redirection parent/guardian notification conference detention loss of school privileges confiscation of items

Level	Infractions	Points and Penalties
Level II	 Repeated/multiple Level 1 behaviors Destruction of school or personal property valued at less than \$500 Academic dishonesty Disrespectful words, actions, or gestures towards other students Failure to attend detention or class during the regular school day Truancy/skipping class Forgery (including hall passes) Lying or giving misleading information to staff Gambling Repeatedly taunting, mocking or making fun of students Cursing at a classmate Arguing with a staff member Non-threatening verbal altercations Offensive gestures that are sexual or threatening Repeated disruptive behavior Insubordination, or repeated refusal to follow instructions given by staff Repeated violation of electronics policy Cheating or copying another student's work on a major assignment Inappropriate use of instructional technology (laptops, digital cameras, etc.) including use without permission or accessing inappropriate content 	 3 points and one or more of the following: mediation suspension from school activities loss of privileges parent/guardian conference In-School Suspension (class period-2 days) Out-of-School Suspension (1-3 days) character education contract reflective essay

 Threatening words, actions or behavior (verbal and non-verbal) Bullying or harassment of students or staff (physical, verbal or electronic) Engaging in behavior that demonstrates gang/neighborhood crew affiliation (intimidation, tagging, displaying clothing or gestures) Extortion Possessing and/or distributing material or literature that is disrespectful, demeaning, humiliating, obscene or damaging to students or staff. (includes electronic distribution/cyberbullying) Participation in activities or association with groups that threaten the safety of students or staff (gang affiliation or conduct in neighborhood "crews" or other similar groups) Hazing Tampering with or pulling fire alarm and using extinguishers in nonemergency situations Damaging or defacing school or private property valued at more than \$500 Stealing or attempting to steal school or private property, or knowingly receiving stolen or private property Possession and/or distribution of obscene material Insubordination/disorderly conduct Engaging in threats and/or harassment based on race, nationality, gender, disability, sexuality, etc. Plagiarizing a major assignment Violating conditions of disciplinary probation Trespassing Possession, sale, distribution or use of drug paraphernalia such as: lighters, pipes, rolling papers, clips, etc Possession, sale, distribution or use of alcohol, tobacco products or other prohibited items Unauthorized possession, use or distribution of over-the-counter or prescription medication Engaging in sexual acts on school premises or school related functions 	Penalties
 Sexual misconduct, sexual harassment, lewd or indecent public behavior Possession, sale, distribution or use of flammable products such as matches, lighters, lighter fluid, torches, etc. Criminal act on/off school grounds Leaving the school premises or a school-sanctioned activity without permission Any behavior or other conduct not specifically enumerated in any other Class that causes disruption to the academic environment, disruption to the school operation, destroys school property, or causes significant harm to self or others Failure to follow school visitor policy 	 5 points and one or more of the following: character education contract disciplinary probation restricted privileges parent/guardian conference school-based community service Out-of-School Suspension (3-10 days) Pre-expulsion meeting

Level	Infractions	Points and Penalties
Level IV	 Repeated/multiple Level 3 behaviors Attempting to or threatening to cause physical harm to a staff member or school personnel (assault) Use of physical violence against a staff member or school personnel (battery) Possession or use of a weapon, fire arm, explosive or dangerous object Possession, sale, distribution, use, consumption, or under the influence of any narcotic, drug paraphernalia, alcoholic beverage, or other intoxicant Possession or use of tobacco in any form Possession, sale, distribution, use, consumption, or under the influence of a prescription or over the counter drug without a valid prescription Possession, sale, distribution or attempt to sell a substance represented as drugs or alcohol Making terrorist threats (arson, biohazard, bomb threats), activating a fire alarm under false pretenses or making a bomb threat Committing or attempting to commit sexual assault or battery Criminal act on/off school grounds Violation of prior behavior contract Any behavior or other conduct not specifically enumerated in any other Class that causes disruption to the academic environment, disruption to the school operation, destroys school property, or causes significant harm to self or others Possession of weapons or other prohibited items on school property 	 10 points and one or more of the following: Out-of-School Suspension (10+ days) Expulsion recommendation Police notification

Paul International HS has a clear anti-violence policy. Harassing, threatening, and fighting are taken very seriously.

Bullying, intimidation, or harassment is defined as any severe, persistent, or pervasive physical, electronic, or verbal conduct, including but not limited to harassment based on a student's actual or perceived race, color, ethnicity, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity/expression, genetic information, disability, or any other distinguishing characteristic, or based on association with a person or group with any of the actual or perceived characteristics listed above.

It is directed toward a student(s) that has or can be reasonably predicted to have the effect of one or more of the following:

- 1. Placing the student(s) in reasonable fear of physical harm to the student's person or property;
- 2. Causing a substantially detrimental effect on the student's physical or mental health;

- 3. Substantially interfering with the student's academic performance; or
- 4. Substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

Sexual harassment is defined as, but not limited to verbal or nonverbal unwelcome sexual advances or sexual behavior that substantially interferes with a student's education, or creates an intimidating or hostile environment. Sexual harassment is prohibited.

Cyber bullying is defined as the use of information and communication technology to bully, embarrasses, threaten, or harass another. It also includes the use of information and communication technology to engage in conduct or behavior that is derogatory, defamatory, degrading, illegal, and/or abusive.

The use of cell phones and other technology—including computers, e-mail and social networking sites—to harass, bully, threaten or defame a student or employee is specifically prohibited. Any student who feels s/he is a victim of cyber bullying should report the incident to his or her dean or an administrator.

Any student found complicit in the posting, sending, or execution of such material will be subject to disciplinary action.

Any student who believes that he or she is being or has been subjected to discrimination or harassment should immediately bring such acts or conduct to the attention of any teacher, counselor, administrator or officer of the School. This procedure is designed to allow a student to bypass anyone whom the student believes has caused or is responsible for the discrimination or harassment, and to allow the presentation of complaints to a teacher, counselor, administrator or officer with whom the student is comfortable.

Any teacher, counselor, administrator or officer of the School who receives or otherwise learns of a complaint of discrimination or harassment must immediately report the complaint to the Chief Executive Officer or, if the complaint is against the Chief Executive Officer, to any member of the Board. Upon receiving a complaint, the Chief Executive Officer or the Board (by designee) will conduct a prompt and thorough investigation of the allegations. During such investigation, the School will make all reasonable attempts to protect the confidentiality of the complaining student and the investigation process.

The School also strictly prohibits retaliation against anyone because they have complained of discrimination or harassment. All staff and administrators of the School are aware of the prohibition against retaliation. Any student who complains of discrimination or harassment and later believes he or she has been retaliated against for making a complaint should immediately report the suspected retaliation to any teacher, counselor, administrator or officer of the School. The School will act promptly to ensure compliance with the policy prohibiting retaliation.

Point-Based Consequences and Interventions

The accumulation of demerit point totals will result in the following consequences, in addition to other corrective steps as appropriate. Paul International HS reserves the right to weigh and consider

a student's entire disciplinary record when issuing discipline. The Dean of Students (DOS) will make students aware of different levels of their violations.

5 points

The student is issued a warning and the parent/guardian is notified.

6-10 points

The student is placed on social probation. The student will receive counseling and be placed on a Character Education Contract.

11-20 points

The student is placed on social and disciplinary probation. Parent meeting is conducted. The student will receive counseling, be placed on CEC, and must keep a conduct log. Required to attend merit classes.

21-30 points

The student is placed on final probation. Parent meeting is conducted. A new student contract is signed and additional interventions are put in place. Student will have three weeks to show progress in meeting their goals.

31+ points

Pre-expulsion meeting is conducted for student. The student and parent/guardian will be notified and a conference will be scheduled with the Director of Student Services. Within 24 hours of the expulsion recommendation, the parent has the right to request an independent hearing. The student will remain home, and school work will be provided pending the Hearing Officer's recommendation to the Board of Trustees. The Board of Trustees will make the final decision, and the parent will be notified in writing by the Head of School.

Merits

Students may earn merit points based by demonstrating positive character traits. The merit recommendation process is facilitated by counselors and the Dean of Students. Teachers, staff members and administrators can contribute to a student's conduct report and recommend merits for displays of positive citizenship. For every three merits earned, one demerit point is reduced. Those assigning merits may only assign one merit for each incidence of positive behavior. Students who specifically request merit points after demonstrating positive behavior should not receive them.

Students may also be assigned to attend character building workshops at the discretion of the Dean of Students or a counselor. Upon successful completion of the workshop, a student may receive a specified number of merits, not to exceed ten. Students may be assigned to attend multiple workshops throughout the year, but the maximum number of merits that can be earned through this method is 35.

Social Probation

A student who accumulates 11 or more demerit points will be placed on social probation. Students on social probation are prohibited from participating in any school sponsored activities, including dances, competitions, trips, athletics, socials, and casual dress days. This also includes special events and activities that take place after school.

Students must earn merits and participate in character workshops and to be removed from social probation and have community privileges restored.

Expulsion

Students may be expelled for extreme violations of the Code of Conduct that harm the educational environment or safety and security or students, staff or others affiliated with Paul International HS. The policy includes but is not limited to the following:

- 1. Violation of disciplinary probation or final probation
- 2. Some Level III and IV infractions

The following procedures will be used if a student is being reviewed for expulsion:

- 1. The Director of Student Services will notify the student and family of the nature of the offense and the proposed expulsion.
- 2. The family must request a hearing within 24 hours after receiving notice of the proposed expulsion. The request must be directed to the Chief Executive Officer.
- 3. And independent hearing officer shall conduct a hearing. The hearing officer will submit finding and subsequent recommendations to the Board of Trustees.
- 4. The Board of Trustees shall make the final determination and return a decision in writing to all parties involved within three (3) days following the next regular monthly meeting. This determination is final.

Program Evaluation

In order to measure the effectiveness of this program, comparisons from previous years will be made. Data on the frequency of different levels of infractions and their contexts will be analyzed for future program development. Data on the effectiveness of the character education program and other intervention strategies will also be gathered and analyzed for the same purposes.

The Character Education Program is designed to be supportive of the educational and developmental goals of Paul Public Charter School. The components of the program will be analyzed periodically to assess the effectiveness and fairness of its implementation. The underlying rationale of the program is to help students to make positive changes in their character development.

Appendix I

DISTRICT OF COLUMBIA PUBLIC CHARATER SCHOOL BOARD

DECISION MEMORANDUM

PREPARED BY:	Schools Committee and Staff (Carolyn Trice)
SUBJECT:	Paul Public Charter School – Request to Lift the Notice of Conditional Continuance
DATE	July 17 2006

BACKGROUND

In its monthly meeting held on January 23, 2006, the District of Columbia Public Charter School Board (PCSB) issued a Notice of Conditional Continuance to Paul Public Charter School, based on its performance for school years 2000-2001 through 2004-2005. PCSB identified the following two conditions for the school to satisfactorily address in order for the Notice of Conditional Continuance to be lifted:

- 1. Submit an accurate inventory of all school assets, such as furnishings, equipment, and other property, that identifies the sources of funds for all items for SY2005-2006.
- 2. Submit an updated Board roster that indicates that membership is an odd number of trustees and does not exceed 15 individuals in accordance with the School Reform Act.

PROPOSAL

Paul Public Charter School submitted relevant documentation in response to the cited conditions. PCSB staff reviewed the materials related to the identified issues, and has found that the response satisfactorily addresses the conditions for continuance.

STAFF RECOMMENDATION

Staff recommends that the Notice of Conditional Continuance be lifted and full continuance is granted to Paul Public Charter School.

DISPOSITION

1. Approved	Date
2. Rejected	Date
3. Original memorandum changed	Date
4. Final resolution	

Appendix J

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

Staff Proposal	School I	Request
Board Action	Enrollm	ent Ceiling Increase
Charter Warning	Change	in LEA Status
Conditional Charter Continuance	Lift Boa	rd Action
Charter Continuance	Approve	Accountability Plan
Proposed Charter Revocation	Operate	in a New Location
Charter Revocation	Charter	Amendment
PCSB Policy	Approve	E-Rate Plan

Board Action Proposal

PREPARED BY:	Monique Miller
SUBJECT:	Paul PCS Preliminary Charter Review Findings – Candidate for Charter Warning

DATE: February 16, 2010

BACKGROUND

As part of the PCSB monitoring process, schools in their tenth year of operation receive feedback on their academic, non-academic, and organizational performance related to compliance, governance, and fiscal management against the goals set out in the school's accountability plans and the PCSB's Preliminary Review Framework. Any school that has not met all of the performance standards outlined in the Preliminary Review Criteria is in jeopardy of charter revocation. As such, the PCSB has established a process to review the status of a school's charter and to notify schools of such status and next steps pending the board's preliminary charter review decision.

The purpose of the Preliminary Charter Review is to assess a school's performance over a four year period. Schools under preliminary charter review that are placed on charter warning will have an opportunity to take corrective action to improve their outcomes and thus avoid possible charter revocation by being responsive to the results of the preliminary charter review conducted in year five.

Paul Public Charter School (PCS) opened in fall 2000 and is in its tenth year of operation serving students in grades six through nine. Paul PCS met the non-academic and organizational performance standards; however it did not meet the academic (1 of 3) performance standard. Although Paul PCS did not meet the academic standard, it has demonstrated sustained aggregate growth academically on the state assessment.

PROPOSAL

Based on the Preliminary Charter Review Framework analyses of Paul PCS' accountability plan and organizational performance, the school did not meet the PCSB's

academic (1 of 3) standard although the school did meet the non-academic and organizational performance standards. Therefore, the school is a candidate for charter warning.

Date:			
PCSB Action:	Approved _	Approved with Changes	Rejected

Changes to the Original Proposal/Request:_____

Appendix K



March 11, 2011

Mr. Jim Moss Board Chair Paul Junior High Public Charter School 1637 Montague Street Washington, DC 20011

Dear Mr. Moss,

This letter serves to inform you that at its public meeting held on February 28, 2011, the District of Columbia Public Charter School Board (PCSB) granted full continuance to Paul Junior High Public Charter School based on its charter review performance pursuant to the School Reform Act, §38-1802.13 (a)(b).

The PCSB takes seriously its role in providing oversight of the schools under its authority, and sees the charter review process as one that assesses a school's ability to meet high standards for providing quality education. We appreciate the efforts of your Board of Trustees, teachers, administrators and staff in serving students of Washington, D.C.

Sincerely,

Brian W. Jones Chair

cc: Jami Dunham, Head of School

Appendix L

ACADEMIC PERFORMANCE STANDARDS						
Fifth Maan Tangat	Performance/Data Verified				Target Met?	
Fifth Year Target	Baseline	Year 3	Year 4	Year 5	Y	N
85% of students will score basic or above in reading.	79.9%	82.6%	91.2%	91%	X	
65% of students will score basic or above in math.	50%	60.6%	80.3%	76.7%	X	
90% of students will achieve mastery of school's subject area examinations ¹ .	83% SY'02-'03	83% SY'02-'03	83%	68%		X
56% of 8 th and 9 th grade students participate in high level academic courses, after-school or Saturday college prep programs ²	44% SY'02-'03	44%	60%	86%	X	
50% of 8 th and 9 th grade students are accepted into schools that require application and selection process ³	11% SY'02-'03	11%	20%	26%		X
85% of students will demonstrate minimum computer skills competence	42% SY'01-'02	39%	31%	94%	Х	
80% of parents will be involved in the school in at least one activity.	41% SY'01-'02	50%	39% ⁴	23%		X

¹ Baseline established in SY2002-2003 for English, math, science, and social studies final subject area examinations.

² In March 2005, the school revised its Accountability Plan target to include both 8^{th} and 9^{th} graders – its complete graduating class. PCSB staff conducted supplemental Compliance Reviews in June 2005 to verify data for both 8^{th} and 9^{th} graders in 2002–2004.

³ In March 2005, the school revised its Accountability Plan target to include both 8^{th} and 9^{th} graders – its complete graduating class. PCSB staff conducted supplemental Compliance Reviews in June 2005 to verify data for both 8^{th} and 9^{th} graders in 2002-2004.

⁴ The school leaders reported 39% of parents completed a Parent Survey in its 2004 Annual Report which is in keeping with the Strategies of Attainment section of the school's Accountability Plan, but not one of the listed "measures of performance" (e.g. school events, meetings, and conferences) on the plan.

ACADEMIC PERFORMANCE STANDARDS						
Eifth Veen Terret Performance/Data Verified					Target Met?	
Fifth Year Target	Baseline	Year 3	Year 4	Year 5	Y	Ν
Attained majority of fifth year academic performance goals?					4	3
Improvement on a majority of academic goals over the two most recent years?						Х
Within 80% of SAT-9 (or alternative assessment) targets?					X	
Currently meets the State Education Agency's standard	for Adequate Ye	arly Progress in	reading and ma	ath?	Х	

Comments:

Paul Public Charter School has met 3 of 4 academic standards.

NON-ACADEMIC PERFORMANCE STANDARDS						
	Performance Data Verified			Target Met?		
Fifth Year Target	Baseline	Year 5	Y	N		
The average daily attendance will be 93%	96%	93%	X			
93% of the students will arrive at school on time daily	90%	93%	X			
25% of all students will participate in community service	12%	61%	X			
Reduce number of suspensions by 25%	23%	24%		X		
60% of students will participate in the peer mediation program.	25% SY'03-'04	1%		X		
75% of students recognized and received Character Education Tags and zero 49% ⁵ 63% ⁶				x		
50% of students will hold leadership positions.20%11%						
School-wide average within 80% of fifth year targets?				Х		
Attendance targets met?						
Enrollment levels sufficient to sustain the economic viability of the school?						
Re-enrollment of eligible students average 75% or higher for the past two y	ears?		X			
2004-2005 re-enrollment rate = 85%						
2003-2004 re-enrollment rate = $73%$						

Comments: Paul Public Charter School has met 3 of 4 non-academic standards.

⁵ Baseline data was calculated from the average of character tags 89% - SY'03-'04, Points: 8% - SY'02-'03. ⁶ Year 5 data was calculated from the average of character education tags 99% and Points: 26%.

4	3	2	1
Exemplary level of development and implementation Fully functionin operational levelopment and implementation		Limited development and/or partial implementation	Low level or no evidence of development and implementation
The board holds regular meetings with sufficient membership to meet a quorum and submits copies of all minutes to the PCSB as required. The minutes reflect exceptional governance practices in areas such as policy making and oversight of academic and financial performance through the effective use of committees.	The board meets regularly and submits a majority of the minutes to the PCSB as required, which demonstrate sufficient membership to meet a quorum. The minutes reflect appropriate governance practices, such as policy making, and oversight of academic, operational, and financial performance. The minutes demonstrate the Board's awareness of the school's performance, and that appropriate action is taken, as warranted, with or without a committee structure in place.	The board meets sporadically and submits some of the minutes to the PCSB as required, which inconsistently demonstrate membership to meet a quorum. The minutes provide limited evidence of the Board's familiarity with the school's performance as it relates to academic, operational, and/or financial performance. Committees, if in place, play a limited role in the oversight of assigned responsibilities. The Board does not give full attention to all issues confronting the school, but focuses on only one or two.	The board meets infrequently, and most often with low attendance, and submits few, if any, copies of minutes to the PCSB as required. The minutes reflect poor governance practices in the face of serious academic, operational, and/or financial problems. In particular, the minutes do not reflect evidence of sound decision-making at the Board level to effectively address issues facing the school. Committees are not in place, or are not used effectively. The Board's composition and membership have not been modified to address the school's challenges.

ORGANIZATIONAL PERFORMANCE STANDARDS: GOVERNANCE - MEETINGS AND BOARD STRUCTURE

Comments: Paul Public Charter School has submitted documentation of the following board meetings: In 2002 – March, April, May, July, August (2), September, November, and December; in 2003 – January (2), March, July (2), and September (2); in 2004 – May, June (2), July, October, November, Board Retreat December 2004; in 2005 – January-November 2005. The minutes document evidence of a quorum being present at all meetings and the use several committees, including Principal's Performance Evaluation Committee, Management Reorganization Committee, Executive Committee, Personnel Committee, and Finance Committee. In October 2005, the Board adopted seven new committees: marketing and communication, legal, programs, audit and finance, development, and nominating. Monthly finance, academic, facilities, and management reports are made to the Board by senior staff.

ORGANIZATIONAL PERFORMANCE STANDARDS: GOVERNANCE - REQUIREMENT FOR PCSB ACTION

4	3	2	1
Exemplary level of development and implementation	Fully functioning and operational level of implementation	Limited development and/or partial implementation	Low level or no evidence of development and implementation
The school has demonstrated exceptional performance, thereby requiring no remedial action from the PCSB.	The school has demonstrated above average to average performance, requiring minimal remedial action from the PCSB. The school has provided satisfactory responses to the remedial action within the designated timeframe.	The school has demonstrated below average performance, requiring substantial and/or repeated remedial action from the PCSB. The school has provided weak and/or incomplete responses to the conditions set by the Public Charter School Board, thereby failing to adequately respond within the designated timeframe. Given time, the school is able to provide a satisfactory response.	The school has demonstrated failing performance, requiring increasingly substantial remedial action over an extended period of time from the PCSB for issues for which the school has not provided an adequate response. Examples of inadequate responses include failure to submit a response within the designated timeframe, weak and/or incomplete responses that fail to fully respond to the conditions.

Comments: Paul Public Charter School has not required any remedial action from the PCSB.

4	3	2	1
Exemplary level of development and implementation	Fully functioning and operational level of implementation	Limited development and/or partial implementation	Low level or no evidence of development and implementation
The board submits timely Annual Reports that fully describe the school's performance in relation to the targets established in its accountability plan. Quantitative evidence of performance is presented and aligned with all accountability plan targets.	The board submits timely Annual Reports that describe the school's performance in relation to the targets established in its accountability plan. Quantitative evidence of performance is presented and aligned with the majority of accountability plan targets.	Although not timely, the board submits Annual Reports within a reasonable amount of time from the due date that describes the school's performance in relation to the targets established in its accountability plan on a limited basis. Quantitative evidence of performance is available for some of the accountability plan targets and/or evidence is aligned with some of the accountability plan targets.	The board submits late Annual Reports that largely fail to describe the school's performance in relation to the targets in its established accountability plan. Quantitative evidence of performance is lacking substantially, either due to a failure to report performance or a failure to present evidence that is aligned with the accountability plan targets. School may have been required to submit an amended or supplemental report.

ORGANIZATIONAL PERFORMANCE STANDARDS: GOVERNANCE - ANNUAL REPORTING

Comments: Paul Public Charter School has regularly submitted timely Annual Reports, which document its performance in relation to the targets established in its accountability plan as well as additional standardized test data analysis and consumer survey results. The most recent Annual Report demonstrated an increased level of self reflection of accountability plan performance, curriculum design, instructional approach, and state standardized test performance data. Data was collected and reported for most accountability plan goals. In some instances supplemental data were requested because the wrong information was reported. In all cases, school staff provided the accurate information in a timely fashion.

4	3	2	1
Exemplary level of development and implementation			Low level or no evidence of development and implementation
The board and the school's administration deploy resources effectively to further the academic and organizational success of the school.	The board and administration deploy resources that further the academic and organizational success of the school.	The school's deployment of resources at times contributes to the academic and organizational success of the school.	There is little or no evidence that the school's board and administration work to deploy resources in a way that supports the academic and organizational work of the school.

ORGANIZATIONAL PERFORMANCE STANDARDS: GOVERNANCE – ADEQUATE RESOURCES

Comments: Paul Public Charter School's board and administration's deploy resources effectively to further the academic and organizational success of the school, as evidenced by 2005 Program Development Review findings and 2004-2005 board meeting minutes. In particular, the school provides academic and social/emotional support services to its adolescent students, as evidenced by the Preparatory Academy for students performing below grade level, numerous after school remediation and enrichment activities, Student Support Services team, instructional assistants in some classrooms, and two Instructional Specialists to serve as instructional coaches to the staff. While the school leaders are performing very well in this area, administrators should continue emphasizing the usefulness of data for modifying instructional delivery and curriculum implementation, which may require additional resources for professional development.

Performance Level: 4

ORGANIZATIONAL PERFORMANCE STANDARDS: GOVERNANCE – IMPLEMENTATION OF SCHOOL DESIGN

4	4 3 2		1
Exemplary level of development and implementation	Fully functioning and operational level of implementation	Limited development and/or partial implementation	Low level or no evidence of development and implementation
Administrators and board members have a strong understanding of the school design and refer to it regularly in managing and governing the school.	Administrators and board members understand the school design, but minimally use it to manage and govern the school.	Most board members and school administrators understand the school's design, but evidence of its use in the management and governance of the school is lacking substantially.	Board members and administrators fail to demonstrate an understanding of the school's design and/or they have failed to use the design in the management and governance of the school.

Comments: Paul Public Charter School's mission is to provide intellectually challenging experiences to foster independent, productive and responsible individuals who will think critically and be engaged in their communities. The school's mission is evident in the academic and non-academic accountability plan goals as well as the character education program and MERIT Scholars initiative. The instructional program offers a variety of courses on different ability levels to meet the needs of students across the spectrum. In addition, the administrative structure, departmental chairs, student support services, and discipline policies reinforce an orderly school environment and tailored academic program so that all students are academically challenged. Overall, the Board's governance and management decisions as evidenced in the board minutes and Program Development Review findings reflect a strong understanding of the school's design.

4	3	2	1
Exemplary level of development and implementation	Fully functioning and operational level of implementation	Limited development and/or partial implementation	Low level or no evidence of development and implementation
The board has established a school that maintains exceptional performance and stability through its school leader. Changes in the school leader either lead to exceptional performance or have not negatively impacted the school's exceptional performance.	The board has established a school that maintains above average to average performance and stability through its school leader. Changes in the school leader either lead to improved performance or have not negatively impacted the school's existing performance.	The board has established a school that maintains below average performance and lacks stability through its school leader. Changes in school leadership have not led to an appreciable improvement in performance.	The board has established a school that is unstable and maintains failing performance through its school leader. There have been no changes in school leadership in an attempt to improve performance.

ORGANIZATIONAL PERFORMANCE STANDARDS: GOVERNANCE – LEADERSHIP

Comments: Paul Public Charter School has had three school principals/Head of School since its inception as a public charter school. The transitions from Ms. Middleton to Ms. Cureton, to Ms. Nophlin have been relatively smooth. In fact, Ms. Cureton has remained a senior administrator, currently the Chief Operating Officer/Deputy Head of School, throughout Paul's five years as a charter school. Moreover, the school leadership team (Academic Director, Director of Student Support Services, and former Business Manager) have provided strong and competent management of the school's operations and academic performance for several years. The school's standardized test performance in 2003 and 2004 steadily increased in both reading and math, and in 2005 the school met the Adequate Yearly Progress targets in both reading and math. Finally, the Board has held its school leaders accountable for high expectations for student achievement as evidenced by the Head of School's evaluation rubric and demonstrated by improved student performance.

ORGANIZATIONAL PERFORMANCE STANDARDS: GOVERNANCE – OPERATING WITHIN BYLAWS

4	3	2	1
Exemplary level of development and implementation	Fully functioning and operational level of implementation	Limited development and/or partial implementation	Low level or no evidence of development and implementation
The board's composition and operations are substantially in keeping with its bylaws. Bylaws are reviewed on a regular basis to ensure alignment between operations and bylaws. Appropriate changes are made as needed.	The board's composition and operations are substantially in keeping with its bylaws. Bylaws are reviewed occasionally to ensure alignment between operations and bylaws. Appropriate changes are made as needed.	The board's composition and/or operations are largely not in keeping with its bylaws. Bylaws are reviewed sporadically, if at all, but do not result in changes to ensure alignment between operations and the bylaws.	The board's composition and operations are not in keeping with its bylaws. Bylaws are not reviewed or consulted as it relates to the board's composition and operations.

COMMENTS: Paul Public Charter School submitted bylaws to the PCSB in 2000. The minutes reviewed by PCSB staff for years 2002-2003 do not mention periodic review of the Board's bylaws; however, beginning in July 2004 there are several references to the Board reviewing its bylaws and making appropriate changes. This is demonstrated by a Board Strategic Planning Retreat in December 2004 to discuss to the school's mission, current goals, administrative policies (admissions, discipline, etc), Board structure and function, vision, future goals and benchmarks. The submitted Board retreat materials reflect a significant level of growth and thoughtfulness in Board operations. In addition, the bylaws were reviewed again in July and August 2005 based on submitted Board minutes. Subsequently, the Board recruited two new Board members and developed new Board committees in keeping with its bylaws in fall 2005.

Performance Level: 3

OVERALL COMMENTS - ORGANIZATIONAL PERFORMANCE STANDARDS: GOVERNANCE

Paul Public Charter School demonstrated exemplary or fully functioning performance in all 7 governance categories, and thus exceeds the standard for organizational performance in governance. Paul Public Charter School's Board has performed extremely well in governing the school, especially as it relates to school leadership, executing its meetings, and deploying school resources. As a result, the school has not been under any PCSB remedial action. The board could further its performance by ensuring that accountability plan data are collected and reported appropriately for all targets in its Annual Report. Additionally, PCSB recommends that the school's Board continue its current practice of conducting an annual retreat and reviewing the Board's bylaws on a regular basis.

ORGANIZATIONAL PERFORMANCE STANDARDS: COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

4	3 2		1
Exemplary level of	Operational level of	Limited development and/or partial	Low level or no evidence of
development and implementation	implementation and development	implementation	development and implementation
School has an exemplary record of	School has a record of substantial	School has a record of partial	School has a poor record of compliance
compliance with applicable laws,	compliance with applicable laws,	compliance with applicable laws, rules	with applicable laws, rules and
rules and regulations, maintains	rules and regulations, maintains	and regulations, maintains	regulations, has ineffective or non-
highly effective systems and	effective systems and controls for	inconsistently effective systems and	existent systems and controls in place for
controls for ensuring that legal	ensuring that legal requirements are	controls for ensuring that legal	ensuring that legal requirements are met,
requirements are met, and is	met, and is currently in substantial	requirements are met, and is currently	and is currently out of compliance with
currently in substantial compliance	compliance with relevant	in substantial compliance with relevant	relevant authorities.
with relevant authorities.	authorities.	authorities.	

Comments: Over the school's five year history, Paul Public Charter School has demonstrated exemplary or fully functioning performance in 7 of 7 compliance categories (Health and Safety Regulations, Certificate of Occupancy, Insurance, Background Checks, Inventory of School's Assets, and an Open Enrollment Process). The school could improve its performance in the area of inventory of the school's assets by appropriately labeling all equipment and listing all sources of funds on the asset inventory list. The school's 2005-2006 Compliance Review documented an operational level of compliance with applicable laws, rules and regulations.

Performance Level: <u>3.7</u>

OVERALL COMMENTS - ORGANIZATIONAL PERFORMANCE STANDARDS: COMPLIANCE

Paul Public Charter School demonstrated exemplary or fully functioning performance in all 7 compliance categories: Health and Safety Regulations Certificate of Occupancy, Insurance, Background Checks, Open Enrollment Process, and Inventory Assets. Therefore, Paul exceeds the standard for organizational performance in compliance.

ORGANIZATIONAL PERFORMANCE STANDARDS: FISCAL MANAGEMENT – ACCOUNTING POLICIES

1. Accounting Policies					
Above Average 5	Satisfactory 4	Watch – Improvements Required 3	Substandard – Probation 2	Poor – Revocation 1	
School follows PCSB accounting guidelines. Guidelines include 1) using approved auditors as required; 2) following audit policies; 3) maintaining records under accrual basis of accounting; 4) and reporting financial statements according to GAAP.	With minor exceptions, school follows PCSB accounting guidelines.	The school has failed to follow PCSB accounting guidelines for one audit cycle. School has implemented a corrective plan.	The school has failed to follow PCSB accounting guidelines for more than one audit cycle and/or the school has committed a significant breach in one cycle. A corrective plan is in development.	The school has failed to follow all PCSB accounting guidelines for more than one audit cycle. A corrective plan was not developed or was never followed.	

COMMENTS:

Some aspects of this criterion represent recently implemented policy, so schools will not be judged on those aspects.

Based on its interim financial reports and annual financial audits, Paul has adhered to GAAP. Some of the key findings from the FY 2005 financial audit are...

- Financial statements conform to accounting principles generally accepted in the United States of America.
- No matters involving the internal control over financial reporting that are considered to be weaknesses
- No instances of noncompliance which are required to be reported under Government Auditing Standards.

Overall Paul PCS has been proficient with its accounting policy and practices.

GRADE FOR ACCOUNTING POLICIES: 5

2. Financial Reporting a. Audited Statements					
Above Average 5	Satisfactory 4	Watch – Improvements Required 3	Substandard – Probation 2	Poor – Revocation 1	
Audits are submitted on a timely basis. Annual audit receives an unqualified opinion with no findings. Management displays a high level of transparency and an interest in continuous improvement of financial management.	Audits are submitted on a timely basis. Annual audit receives an unqualified opinion with no findings. Management letter reflects minimal need for changes in financial management. Any changes are implemented immediately.	Audits are submitted on time or with slight delay due to specific circumstances. Audit findings show need for significant improvement; school implements changes immediately. Procedures are tracked to ensure compliance with auditor's recommendations.	At least one audit has been significantly delayed. Annual audit receives a qualified opinion. Audit report or management letter indicates significant financial problems; changes not implemented from prior year's findings. School develops realistic plan based on auditor's recommendations to be implemented over the next year.	Audits have been significantly delayed for more than one cycle and/or not submitted at all. Annual audit receives a qualified opinion for two years or more. Audit report or management letter indicates significant financial problems for which turnaround is not feasible; changes not implemented from prior year's management letter.	

COMMENTS:

The school's first annual audit, submitted for FY01, was tardy. All audits since that year have been submitted on time. Audits have been performed in accordance with required standards, with one exception: in FY03, the audit did not initially include a report on the school's compliance under OMB Circular A-133. Once it was notified of the omission, the school contracted for this report and submitted it to the PCSB.

The school has been proactive in assessing and improving its accounting and internal controls. For example, its FY02 audit report includes a description of actions taken to address the auditor's recommendations for improvement.

The FY04 audit includes some findings reported, which is evidence of room for improvement but also of a thorough audit. None of the findings reported were considered material to the financial statements. The FY05 audit was delivered to the PCSB on December 16, 2005.

ORGANIZATIONAL PERFORMANCE STANDARDS: FISCAL MANAGEMENT – FINANCIAL REPORTING

2. Financial Reporting b. Budgets and Interim Financials					
Above Average 5	Satisfactory 4	Watch – Improvements Required 3	Substandard – Probation 2	Poor – Revocation 1	
Budgets and interim	Budgets and interim	Budgets and interim	Budgets and interim	Budgets and interim	
financials are submitted on time and follow the PCSB	financials are submitted on time and follow the	financials are submitted late and/or do not follow the	financials have not been submitted one or two times.	financials have not been submitted on several	
template. No significant	PCSB template with few	PCSB template. Significant	Or, significant variances or	occasions. Or significant	
problems identified in reports.	exceptions. Only minor spending variances or	variances or other problems are reported, but they have	other problems are reported without reasonable	variances or other problems are reported, considerably	
	other problems are	reasonable justifications and	justifications. The school's	jeopardizing the school's	
	reported.	do not necessarily jeopardize	financial health is potentially	ability to operate as a going-	
		the school's financial health.	weakened.	concern.	

COMMENTS:

Paul PCS was not initially granted Quarterly Reporting status by the PCSB in fall 2001 due to the fact that some of the financial statements submitted did not balance and were submitted late during March and July 2001. The school was granted quarterly reporting status shortly thereafter. The school was tardy in submitting its Annual Budget for FY 2002, as well as, FY 2005.

During FY03 through FY05, the school has been very diligent in submitting financial reports on time. The school's financial reports reflect a high degree of management attention and transparency.

ORGANIZATIONAL PERFORMANCE STANDARDS: FISCAL MANAGEMENT – FINANCIAL REPORTING

2. Financial Reporting c. Taxes and Insurance					
Above Average 5	Satisfactory 4	Watch – Improvements Required 3	Substandard – Probation 2	Poor – Revocation 1	
Required IRS forms are filed and evidence of adequate insurance coverage is provided. All documentation is adequately maintained.	Required IRS forms are filed and evidence of minimal insurance coverage is provided. All documentation is adequately maintained, with minor exceptions.	Required IRS forms are filed, but have been late once or twice. Evidence of insurance is provided. Documentation is not properly filed or maintained.	Required IRS forms are consistently filed late. The school shows no evidence of adequate insurance coverage. Documentation is not properly filed or maintained.	Required IRS forms are not filed. The school does not have adequate insurance coverage. Adequate documentation is lacking.	

COMMENTS:

The PCSB has not previously monitored schools' submission of filings to the Internal Revenue Service, so data are not available to confirm or deny that forms have been filed. Similarly, historical data on schools' level of insurance coverage are incomplete, as this criterion was previously checked onsite without documenting specific levels.

GRADE FOR FINANCIAL REPORTING: a. Audited Statements <u>4.0</u> b. Budgets and Interim Financials <u>3.0</u> c. Taxes and Insurance <u>n/a</u>

OVERALL AVERAGE ________

ORGANIZATIONAL PERFORMANCE STANDARDS: FISCAL MANAGEMENT – INTERNAL CONTROLS

3. Internal Controls a. Establishment and Adherence to Internal Controls Policy					
Above Average 5	Satisfactory 4	Watch – Improvements Required 3	Substandard – Probation 2	Poor – Revocation 1	
Based on PCSB review and annual audit, school has clear, written internal controls in place to provide checks and balances. Audit indicates that all internal control policies are followed.	School has clear, written internal controls in place to provide checks and balances, with minor exceptions. Weaknesses identified by PCSB or auditor are minor and can be addressed immediately.	School has some internal controls in place. Weaknesses identified by PCSB or an auditor can be addressed over the course of the fiscal year.	School lacks some major internal controls. Weaknesses identified by PCSB or auditor need one to two years to be addressed. School is developing a corrective action plan.	School lacks basic internal controls and there is evidence of financial mismanagement.	

COMMENTS:

The PCSB has not previously directly monitored schools' adoption of internal controls, so the PCSB lacks data to affirm the existence of written policies other than what is reported by an independent auditor.

The school has engaged thorough audits and appears to have responded to any recommendations for improvements to internal controls.

ORGANIZATIONAL PERFORMANCE STANDARDS: FISCAL MANAGEMENT – INTERNAL CONTROLS

	3. Internal Controls b. Procurement					
Above Average 5	Satisfactory 4	Watch – Improvements Required 3	Substandard – Probation 2	Poor – Revocation 1		
School is in compliance with PCSB's contracting / procurement requirements.	School is in compliance with PCSB's contracting / procurement requirements, with minor exceptions noted.	School has had some violations of PCSB's contracting / procurement requirements over the course of the year. Violations were reasonably justified. Policies and procedures are in place to preclude future violations.	School has had consistent violations of PCSB's contracting / procurement requirements. A corrective plan is in development.	School has had consistent violations of PCSB's contracting / procurement requirements. Management lacks capacity to assure compliance.		

COMMENTS:

The school regularly submits appropriate documentation of contracts to the PCSB for review. The PCSB believes that Paul PCS has been compliant in following procurement requirements.

GRADE FOR INTERNAL CONTROLS: a. Internal Controls Policy <u>5.0</u> b. Procurement <u>5.0</u>

OVERALL AVERAGE: <u>5.0</u>

ORGANIZATIONAL PERFORMANCE STANDARDS: FISCAL MANAGEMENT – TRANSPARENCY OF FINANCIAL MANAGEMENT

4. Transparency of Financial Management						
	a. Annual Budgets					
Above Average 5	Satisfactory 4	Watch – Improvements Required 3	Substandard – Probation 2	Poor – Revocation 1		
The schools prepares an annual operating budget, a cash flow projection and, when required, a capital budget by June 1 each year. Budget reflects thoughtful planning and detailed assumptions. These documents are certified by the Board of Trustees. Modifications are made as necessary and are submitted	With some exceptions, school regularly prepares annual operating budget, cash flow projection and, as required, a capital budget. Budget reflects thoughtful planning. These documents are certified by the Board of Trustees. Modifications occur as necessary and are submitted to PCSB.	The school does not consistently submit budgets and/or modifications of budgets to PCSB. Budget lacks planning and/or clear assumptions. There appears to be a lack of consensus or understanding of the budget by board members. Corrective plans are in process and will be implemented within a fiscal	Budgets are not submitted on time and/or do not have board's approval. Clear budget policies are in development.	School lacks budget policies and procedures. The board and staff lack capacity to implement standard budgeting procedures.		
to PCSB.		quarter.				

COMMENTS:

The school has been very proactive in revising its budget as needed and providing updates to the PCSB. Budgets are thoughtful, show detail and provide relevant explanations.

ORGANIZATIONAL PERFORMANCE STANDARDS: FISCAL MANAGEMENT – TRANSPARENCY OF FINANCIAL MANAGEMENT

4. Transparency of Financial Management b. Management Organizations					
Above Average 5	Satisfactory 4	Watch – Improvements Required 3	Substandard – Probation 2	Poor – Revocation 1	
School accurately discloses relationships with its management organization. Contracts are provided to PCSB and are deemed reasonable and fair.	School accurately discloses relationships with its management organization. Contracts are provided to PCSB and are deemed reasonable and fair with few exceptions.	School does not adequately disclose relationship with organization upfront. Information is provided at PCSB's request. Contracts are unclear or present concerns in terms of financial and /or management control. There are indications of poor relationship between school and management organization.	School does not disclose relationship with organization upfront. Information is not easily obtained by PCSB. There is evidence of poor relationship between school and management organization.	School does not disclose relationship with organization upfront. PCSB cannot obtain satisfactory information.	

COMMENTS:

Not applicable to this school.

ORGANIZATIONAL PERFORMANCE STANDARDS: FISCAL MANAGEMENT – TRANSPARENCY OF FINANCIAL MANAGEMENT

4. Transparency of Financial Management c. Related Party Transactions					
Above Average 5	Satisfactory 4	Watch – Improvements Required 3	Substandard – Probation 2	Poor – Revocation 1	
School accurately discloses transactions with related parties, as required by PCSB's guidelines.	School accurately discloses transactions with related parties, with minor exceptions.	School fails to disclose related party transactions. Information is provided at PCSB's request.	School fails to disclose related party transactions. Information is not easily obtained by PCSB. There is evidence of inadvertent mismanagement.	School does not disclose relationship with organization upfront. PCSB cannot obtain satisfactory information and/or there is evidence of unethical behavior and mismanagement.	

COMMENTS:

Based on the information available, the PCSB believes that the school discloses any related party transactions as required.

GRADE FOR TRANSPARENCY: a	a. Annual Budgets <u>5.0</u>	b. Management Organizations	<u>n/a</u>	c. Related Party
Transactions <u>4.5</u>				

OVERALL AVERAGE <u>4.75</u>

		5. Fiscal Prudence a. Balanced Budget		
Above Average 5	Satisfactory 4	Watch – Improvements Required 3	Substandard – Probation 2	Poor – Revocation 1
The school has a balanced budget, based on reasonable assumptions, for the upcoming fiscal year. Expenses are less than revenues, or there is a reasonable explanation for deficit spending. Budgeting is thoughtfully aligned with long-term financial goals.	The school has a balanced budget using reasonable assumptions. Expenses are less than revenues, or there is a reasonable explanation for deficit spending. Current spending plans will contribute to long- term financial goals.	The school has a balanced budget using some questionable assumptions. Expenses are greater than revenues for one or more years.	The school does not have a balanced budget or has one with questionable assumptions. Expenses have exceeded revenues more often than not.	The school has no prepared budget. Expenses consistently exceed revenues.

ORGANIZATIONAL PERFORMANCE STANDARDS: FISCAL MANAGEMENT – FISCAL PRUDENCE

COMMENTS:

Paul PCS revised its budget process for FY05 to implement more sophisticated steps that are appropriate to the maturity of the organization. The school has shown considerable fiscal prudence and long-term planning. The net assets (equity) of Paul PCS increased to approximately \$5.1MM during FY05.

	5. Fiscal Prudence b. Debt Capacity					
Above Average 5	Satisfactory 4	Watch – Improvements Required 3	Substandard – Probation 2	Poor – Revocation 1		
According to financial statements, school takes on debt only with very thoughtful planning and well within its debt service capacity. Standard policies are in place to prevent unnecessary and/or onerous borrowing.	According to financial statements, school stays within its debt service capacity as required by the lender. Standard policies are in place to prevent unnecessary and/or onerous borrowing.	According to financial statements, school has significant debt and has exceeded its debt service capacity, potentially violating loan covenants. School and lender are implementing remedies. Polices were in place and were followed but extraordinary circumstances led to the current situation.	According to financial statements, school has significant debt and/or has defaulted on its loan. Lender has school on a watch list. School and lender are discussing remedies. Polices were not in place or were not followed.	According to financial statements, school has significant debt and defaulted on its loan. The lender has called the loan. No remedies are possible.		

COMMENTS:

The school has taken on very low levels of debt. The schools debt to equity ratio of .1/, is one of the lowest of all PCSB charter schools. Its facility is on a long-term lease.

ORGANIZATIONAL PERFORMANCE STANDARDS: FISCAL MANAGEMENT – FISCAL PRUDENCE

5. Fiscal Prudence c. Appropriate Spending Decisions						
Above Average 5	Satisfactory 4	Watch – Improvements Required 3	Substandard – Probation 2	Poor – Revocation 1		
School makes spending decisions appropriate for the management of educational programs. Salaries and occupancy costs, in particular, are in line with industry comparables. Minor variances from industry standards are well explained and justified.	School makes spending decisions appropriate for the management of educational programs. Salaries and occupancy costs are slightly out of line with industry comparables, but with reasonable justifications.	School makes some inappropriate spending decisions, inadvertently. Salaries and occupancy costs are out of line with industry comparables but still have sufficient justifications. A corrective plan is being implemented.	School has a record of inappropriate spending decisions, with some reasonable justification. Salaries and occupancy costs are considerably out of line with industry comparables. A corrective plan is in development.	School has a record of inappropriate spending decisions which adversely impact programming, with no rational justifications. There is evidence of unethical behavior and fiscal mismanagement. Salaries and occupancy costs are egregiously out of line with industry comparables. No		

COMMENTS:

Salaries and other expenditures at Paul PCS seem to be within industry standards and are within acceptable ranges as determined by the PCSB. The PCSB has no reason to believe that inappropriate spending decisions have been made.

ORGANIZATIONAL PERFORMANCE STANDARDS: FISCAL MANAGEMENT – FISCAL PRUDENCE

5. Fiscal Prudence d. Investment Decisions						
Above Average 5	Satisfactory 4	Watch – Improvements Required 3	Substandard – Probation 2	Poor – Revocation 1		
According to financial statements, school has significant liquid assets and manages them prudently, prioritizing safety over level of return. Clear written policies with board approval address how assets should be invested.	According to financial statements, school has minimal liquid assets and manages them prudently, prioritizing safety over level of return. Clear written policies with board approval address how assets should be invested.	According to financial statements, school has minimal liquid assets but their management is questionable; investment decisions appear somewhat risky.	According to financial statements, school has minimal to no liquid assets. Any assets invested are in high-risk/questionable areas.	According to financial statements, school has no liquid assets or minimal assets with no track record of investment decisions.		

COMMENTS:

Based on information available to the PCSB, the school invests its assets prudently. However, the school's FY04 audit cites the need for a written policy.

GRADE FOR FISCAL PRUDENCE: a. Balanced Budget <u>5.0</u> b. Debt Capacity <u>5.0</u> c. Appropriate Spending <u>5.0</u> d. Investment Decisions <u>4.0</u>

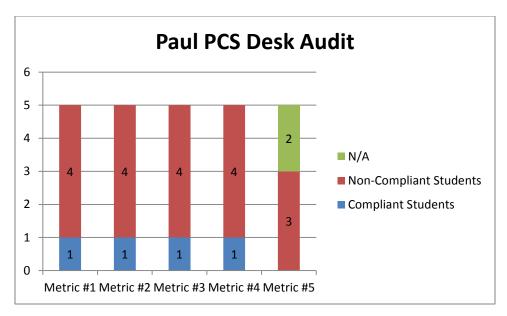
OVERALL AVERAGE _______

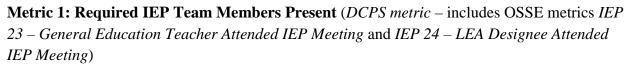
Appendix M

Paul PCS, MSST Desk Audit

July 3, 2014

Overview: For this Audit, the Monitoring and School Support Team examined the records of five special education students from Paul JHS PCS's roster utilizing methodology analogous to OSSE's yearly monitoring process.





This metric measures whether the required IEP team members were present at a student's IEP meeting. Required IEP team members include: the parent, the general education teacher, the special education teacher, the LEA Representative and the Related Service Providers, if applicable. Paul PCS was missing an IEP team member from 4 of the 5 meetings reviewed. Two of those meetings were missing the general education teacher. The remaining two did not have an IEP signature page in SEDS, so it is unclear who participated in those meetings.

Metric 2: Letter of Invitation (LOI) in SEDs 10 or More Days in Advance of Meeting Date (*DCPS metric*)

The second metric measures whether schools are following the DCPS best practice of having a LOI documented in SEDs 10 or more days prior to the meeting date. Paul PCS did not send the LOI 10 days in advance for 4 of the 5 students reviewed.

Metric 3: Date of Meeting on LOI Matches the Date of IEP Meeting (DCPS Metric).

The third metric examines whether the date on the LOI matches the date the school held the IEP Meeting. This occurs when dependent charter schools reschedule meetings without creating a new LOI. Four out of five students at Paul PCS had mismatched meeting dates.

Metric 4: Extended School Year (ESY) is Determined on Individual Basis (OSSE Metric IEP 31)

The fourth metric examines whether the student's SEDs file contains evidence that Extended School Year was determined on an individual basis. Paul PCS was missing the ESY Criteria Worksheet for 4 of the 5 students reviewed.

Metric 5: Related Services Documented Consistently in SEDs based on Dates Indicated in IEP (OSSE Metric IEP 36)

The fifth metric examines whether related services is documented consistently in SEDs based on the dates indicated in the IEP. This metric was a reoccurring problem during the 2012-2013 OSSE Monitoring Review of the Dependent Charter Schools. Only students receiving related services were relevant for this metric. Paul PCS only had three relevant students for this metric; none of those students had consistent documentation of related service using SEDS service trackers.